

AGENDA

REGULAR SCHOOL BOARD MEETING

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

September 22, 2009

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. August 25, 2009, 4:00 p.m. – School Board Workshop
 - b. August 25, 2009, 6:00 p.m. – Regular School Board Meeting
 - c. September 8, 2009, 6:00 p.m. – Special Board Meeting
 - d. September 8, 2009, Immediately Following Special Board Meeting at 6:00 p.m. – Student Hearing

ACTION REQUESTED: The Superintendent recommends approval.
6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)
 - a. Personnel 2009 – 2010 – **SEE PAGE #5**

ACTION REQUESTED: The Superintendent recommends approval.
7. BUDGET AND FINANCIAL TRANSACTIONS
 - a. Approval of bills and vouchers - See back-up material

ACTION REQUESTED: The Superintendent recommends approval.

- b. Crossroad Academy Monthly Financial Reports - August 2009
SEE PAGE #8

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. CONTRACT/PROJECT/GRANT APPLICATIONS

- a. Copyright and Trademark License Agreement – **SEE PAGE #12**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Contract with Soliant Health – **SEE PAGE #14**

Fund Source: FEFP
Amount: \$54.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- c. Interinstitutional Articulation Agreement Between TCC and Gadsden County Public Schools – **SEE PAGE #22**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- d. The PAEC Professional Development Center Resolution and Contract for District Participation – **SEE PAGE #41**

Fund Source: Title II
Amount: \$8,050.19

ACTION REQUESTED: The Superintendent recommends approval.

- e. 2009 – 2010 Participation in PAEC Gateway Consortium for Personnel, Payroll and Finance Functions - **SEE PAGE #45**

Fund Source: General Fund
Amount: \$20,978.83

ACTION REQUESTED: The Superintendent recommends approval.

- f. Contract with Gadsden County Sheriff's Department – **SEE PAGE #48**

Fund Source: General Fund
Amount: Not to Exceed \$226,982.36 (\$29.62/hour)

ACTION REQUESTED: The Superintendent recommends approval.

- g. Loan to Purchase 24 School Buses – **SEE PAGE #55**
 Fund Source: Capital Improvements Fund
 Amount: Loan Amount \$1,818,042.00 with a fixed rate of 3.45%
 ACTION REQUESTED: The Superintendent recommends approval.
 - h. Gadsden’s K-12 Comprehensive Reading Plan – **SEE PAGE #60**
 Fund Source: FEFP (K-12 Comprehensive Reading Plan)
 Amount: \$287,158.00
 ACTION REQUESTED: The Superintendent recommends approval.
 - i. Supplemental Educational Services Providers Contract – **SEE PAGE #198**
 Fund Source: Title I, Part A, Basic (NCLB Public School Options)
 Amount: An Amount Not to Exceed \$1,235.00 per eligible student
 ACTION REQUESTED: The Superintendent recommends approval.
9. **STUDENT MATTERS – SEE ATTACHMENT**
- a. Student Transfers – See back-up material
 ACTION REQUESTED: The Superintendent recommends approval.
10. **EDUCATIONAL ISSUES**
- a. Resolution Affirming District’s Participation in the Small School District Council Consortium for fiscal year 2009 - 2010 – **SEE PAGE #362**
 Revenue: General Fund
 Amount: \$2,850.00
 ACTION REQUESTED: The Superintendent recommends approval.
 - b. School Advisory Council Rosters – **SEE PAGE #367**
 Fund Source: N/A
 Amount: N/A
 ACTION REQUESTED: The Superintendent recommends approval.
 - c. Master Inservice Plan Approval Verification – **SEE PAGE #373**
 Fund Source: N/A
 Amount: N/A
 ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

11. CONSIDER, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS

- a. Approval of School Board Rule 2.25 (Job Description) and 7.51 (Payroll Procedures) – **SEE PAGE #377**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Annexing Greensboro Elementary School and West Gadsden High School Property into the Town of Greensboro – **SEE PAGE #396**

- c. Removal of Home from Greensboro Elementary School Property

12. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

13. SCHOOL BOARD REQUESTS AND CONCERNS

14. ADJOURNMENT

The School Board of Gadsden County

Reginald C. James
SUPERINTENDENT
OF SCHOOLS

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

www.gcps.k12.fl.us

September 29, 2009

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

Dear School Board Members:

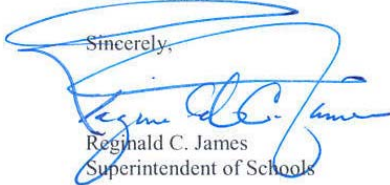
I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2009/2010

The following reflects the total number of full-time employees in this school district for the 2009/2010 school term, as of June 23, 2009.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees September, 2009</u>
Classroom teachers and Other Certified	120 & 130	484
Administrators	110	44
Non-Instructional	150, 160, & 170	425
Total		953

Sincerely,



Reginald C. James
Superintendent of Schools

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

Judge B. Helms, Jr.
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Isaac Simmons, Jr.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

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

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

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

AGENDA 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2009-2010

INSTRUCTIONAL PERSONNEL

Annual Status

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Canidate, Jacqueline	CPA	Teacher	09/02/2009
Davis, Latheria	CPA	Teacher	09/16/2009
Davino, John	CPA	Teacher	09/16/2009
Washington, Jeffrey	CPA	Teacher	09/08/2009
Yarn, Ray	CPA	Teacher	09/16/2009
Estelle, Randall	EGHS	ISS	08/17/2009
Lynch, Jeremy	EGHS	Teacher	08/17/2009
Wildgoose, Geraldine	EGHS	Teacher	08/24/2009
Jones, Nakia	GRET	Teacher	08/26/2009
West-Chestnut, Carmisha	GRET	Teacher	08/17/2009
Daniels, JaHanna	SJES	Teacher	08/25/2009
Miller, Miriam	ESE	Sp/Lang Path	08/17/2009
Smith, Fannie	ESE	Teacher	08/17/2009

NON INSTRUCTIONAL PERSONNEL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Carroll, Alonzo	CES	Ed. Paraprofessional	08/24/2009
Frost, Diane	EGHS	Ed. Paraprofessional	08/14/2009
Gibson, Teresa	CES	Ed. Paraprofessional	09/14/2009

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

RESIGNATIONS

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Alexander, Janelle	EGHS	Teacher	08/17/2009
Delphonse, Apryl	SJES	Teacher	08/17/2009
Harris, Megan	JASMS	Teacher	08/25/2009
Hightnight, Yolonda	GWM	Teacher	09/25/2009
Hinson, Ruth*	CES	Ed. Paraprofessional	08/14/2009
Kirkland, Essence	Transportation	Bus Aide	08/28/2009
Norris, Karen	HES	Teacher	09/04/2009
Williams, LaSheri	GRET	Teacher	08/20/2009

*Resigned to take another position in the district

TRANSFERS

<u>Name</u>	<u>Location/Position Transferred From</u>	<u>Location/Position Transfer To</u>	<u>Effective Date</u>
Anderson, Robert	GCAI/ESE Ed. Para	JASMS/ESE Ed. Para	08/24/2009
Francis, Carolyn	GWM/Teacher	JASMS/Teacher	09/16/2009
Gargulio, Gloria	EGHS/Teacher	CPA/Teacher	09/18/2009
Grice-Walker, Arnita	HES/Teacher	GWM/teacher	08/17/2009
Gunn, Jeanne	EGHS/Counselor	JASMS/Counselor	08/17/2009
Hall, Brenda	HES/Secretary	GWM/Office Manager	08/24/2009
Lockett, Ida	HMS/Counselor	EGHS/Counselor	08/17/2009
Maxwell, Janice	JASMS/ESE Ed. Para.	GTI/ESE Ed. Para	08/24/2009
McCoy, Lela	WGHS/Reading Coach	HMS/Teacher	08/17/2009
Turner, Angela	GWM/Office Manager	EGHS/Secretary	08/14/2009

RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Bentley, Dicki	GRET	Counselor	10/31/2009
Davis, Tom	WGHS	Teacher	10/01/2009
Johnson, Janice	EGHS	Teacher	08/17/2009
Melton, Larry	Maintenance	Lead Worker, Maint.	09/30/2009

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEMS: Crossroad Academy Monthly Financial Reports – August 2009

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

In accordance with Florida Statutes, the School is required to provide the Sponsor monthly financial statements. The Balance Sheet and Profit & Loss Statements for the month of August 2009 are attached.

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

2:39 PM
08/31/09
Cash Basis

CROSSROAD ACADEMY CHARTER SCHOOL
Profit & Loss
August 2009

	<u>Aug 09</u>
Income	
3320 · PreK-Voluntary	250.00
3490 · Miscellaneous Sources	
3495-3 · Student Books/Planners	-199.08
Total 3490 · Miscellaneous Sources	<u>-199.08</u>
Total Income	<u>50.92</u>
Gross Profit	50.92
Expense	
5100-11 · PreK Expenses	2,916.68
5100-12 · Basic Fte/Clstrm Teachr	50,718.52
5100-13 · Classroom Paraprofessi	4,375.00
5100-25 · Unemployment Comp	1,129.60
5100-29 · Other Emp Benefits	877.50
6200-30 · Printing cost	28.75
7100-21 · Retirement Benefits	114,349.25
7200-11 · Administration	6,250.00
7300-11 · Salary-Schol Principal	5,000.00
7300-14 · Salary - Receptionist	2,462.51
7300-15 · Office Manager	2,541.66
7300-16 · Salary Part-Time	240.00
7300-22 · FICA Contributions(Co)	6,980.09
7300-73 · Membership Fees	250.00
7600-16 · Personnel	-28.23
7600 · Food Services	
7600-26 · Personnel	3,039.59
Total 7600 · Food Services	<u>3,039.59</u>
7800-32 · Automobile Insurance	1,395.82
7900-16 · Janitorial/Custodial	1,708.34
7900-37 · Telephone	177.28
7900-43 · Elect/Energy Service	1,255.75
8100-35 · Repairs & Maintenance	220.00
Total Expense	<u>205,888.11</u>
Net Income	<u><u>-205,837.19</u></u>

2:40 PM

08/31/09

Cash Basis

CROSSROAD ACADEMY CHARTER SCHOOL

Balance Sheet

As of August 31, 2009

Aug 31, 09

ASSETS

Current Assets

Checking/Savings

1110 · Capital City Bank-Operatin	
1120 · Capital Outlay - Restrict(CCBG)	7,602.57
1121 · PTO - Restricted	4,659.34
1122 · Cheerleaders - Restricted	1,735.59
1123 · FBLA - Restricted	4,213.92
1124 · Classic Modeling - Restricted	1,365.45
1125 · Athletics - Restricted	1,019.92
1126 · Hospitality - Restricted	915.14
1110 · Capital City Bank-Operatin - Other	914,855.92
Total 1110 · Capital City Bank-Operatin	936,367.85
1112 · Construction Loan-Premier Bank	38,902.91
1113 · New Facility - CD CCBG	250,000.00

Total Checking/Savings 1,225,270.76

Other Current Assets

1142 · Due from CEDO	2,342.00
1144 · Due from Omega Villas	4,742.29
1145 · Due from VV	-3,757.54
1146 · Due from TOA	4,559.65
1230 · Prepaid Insurance	33,369.60

Total Other Current Assets 41,256.00

Total Current Assets 1,266,526.76

Fixed Assets

1310 · Land	207,584.70
1340 · Computers & Equipments	154,326.77
1341 · Furniture and Equipment	37,233.35
1344 · CIP - New School	1,364,425.40
1345 · Building Improvements	9,075.00
1346 · Automobile/van	12,837.00
1349 · Accumulated Depreciation	-195,483.72

Total Fixed Assets 1,589,998.50

TOTAL ASSETS 2,856,525.26

2:40 PM
08/31/09
Cash Basis

CROSSROAD ACADEMY CHARTER SCHOOL
Balance Sheet
As of August 31, 2009

Aug 31, 09

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2110 · Direct Deposit Liabilities	1,274.89
2112 · Accured Profit Sharing	114,349.25
2115 · CIP - Loan 68750	472,804.15
2116 · CIP - Loan 68751	250,000.00
2410 · Deferred Revenue	539,512.46
2850 · Payroll Liabilities	1,472.53
2851 · Fica & Fed W/H	10,463.90
2852 · Child Support	-21.67
2854 · Unemployment Payable	1,228.74
2855 · Parent Teach. Org. Account	4,689.34
2856 · CACS Cheerleaders	1,735.59
2857 · FBLA (Future Bus. Leader)	4,213.92
2859 · Classic Modeling Company	1,359.95
2860 · CACS Athletic Department	1,019.92
2870 · Staff Hospitality	915.14

Total Other Current Liabilities 1,405,018.11

Total Current Liabilities 1,405,018.11

Total Liabilities 1,405,018.11

Equity

2999 · Retained Earnings 1,584,755.90
Net Income -133,248.75

Total Equity 1,451,507.15

TOTAL LIABILITIES & EQUITY 2,856,525.26

COPYRIGHT AND TRADEMARK LICENSE AGREEMENT

This Agreement, made by and between AUDREY LEWIS-POTTER ("Author") and the GADSDEN COUNTY SCHOOL BOARD ("GCSB"). The Author has created a program called "Different Levels of Parental Involvement" ("DLOPI name"), and constructed the original works known as the "DLOPI materials" ("the Works"), in the scope of and related to her employment with GCSB.

In consideration for the license described herein, GCSB assigns back to Author all trademark or copyrights it may own in the DLOPI name and the Works, to the extent that any such rights have accrued based on Author's employment with GCSB. The Author hereby grants GCSB a perpetual, irrevocable non-exclusive license to use the DLOPI name and the Works for nonprofit educational purposes. The Author grants to GCSB the non-exclusive right to copy, distribute, display, perform, transmit, and publish materials incorporating the Works and the DLOPI name in connection with its educational programs, and to prepare derivative works from the Works, and to create and obtain copyright registration for compilations including the Works.

AGREED AND ACCEPTED:

AUDREY LEWIS-POTTER
By:

GADSDEN COUNTY SCHOOL BOARD
By:

(Signature)
Author

(Signature)
School Board Chairman

Date

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: September 22, 2009

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

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

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

Soliant Health will provide a Speech Language Pathologist to provide Speech and Language services to an elementary school.

SOURCE: **FEFP**

AMOUNT: **\$54.00 per hour**

PREPARED BY: **Wilma Jackson** *WJ*
POSITION: Director of Exceptional Student Education *Spudis*

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered 3 & 4

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: *WJ* *Amuel*

2009 SEP 11 PM 5:14
GARDNER SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

CLIENT SERVICES AGREEMENT



Soliant Health, Inc., a Georgia corporation (hereafter referred to as "Soliant"), and **Gadsden County Schools** ("Client") enter into this non-exclusive Client Services Agreement on **September 4, 2009** for the purpose of referring and placing Healthcare Professionals ("HCPs") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. **Scope of Services.** Soliant will use its commercially reasonable efforts to provide HCPs for assignment with Client. Soliant will be responsible for payment of each HCP's wages and applicable payroll taxes, deductions, and insurance, including workers compensation, general liability and professional liability coverage for the benefit of the HCPs. If a HCP is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.
2. **Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each HCP shall be an employee of Soliant and that no qualified HCP shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified HCP placed with Client, to maintain all payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.
3. **Insurance.** Soliant will maintain Worker's Compensation and Employer Liability insurance in accordance with state regulations. General Liability insurance will be maintained at a level of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Excess liability insurance will be maintained at a minimum of five million dollars (\$5,000,000) per occurrence/aggregate. Professional Liability insurance will be maintained at a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
4. **Competency.** Soliant will conduct comprehensive pre-employment screening to provide licensed HCPs who meet applicable professional standards. Soliant will endeavor to present only HCPs who are qualified for Client's open position(s) based on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate HCP records that Soliant may permissibly disclose (e.g., skills checklists, work histories, etc.) and will facilitate an interview between Client and HCP in order to assist Client in making the hiring decision. To further establish and monitor HCP competency, Soliant and Client will perform orientation and performance evaluations as specified in Addendum B.
5. **On-Site Responsibility.** Client is responsible for providing all support, facilities, training, direction, and means for the HCP to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the HCP's adherence to the applicable standard of care and acknowledges that Soliant is not responsible for the HCP's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each HCP's compliance with health and safety requirements, including those instituted by Client.
6. **Employment of HCPs.** Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any HCP introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, or placement. If Client or its affiliate enters into such a relationship or refers HCP to a third party for employment, Client agrees to pay an amount equal to thirty (30) percent (or \$15,000, whichever is greater) of the HCP's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.
7. **Equal Opportunity.** It is the policy of Soliant to provide equal opportunity to all HCPs for employment. Soliant and Client will screen based on merit only. All HCPs will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.
8. **Professional Fees.** Client will pay Soliant based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Client will pay a one-time fee of four hundred dollars (\$400.00) to cover travel and relocation expenses for each HCP assigned to Client facility(ies).

9. **Payment Terms.** Client will be billed on a weekly basis for all services provided during the previous week. Payment is due upon receipt of invoice and shall be considered in default thirty (30) days from issuance of Soliant invoice, after which time a default charge will be imposed at one and one-half percent (1 ½%) per month on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Soliant reserves the right, at its option, to discontinue any extension of credit.
10. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.
11. **Incident and Error Tracking.** Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within forty-eight (48) hours of the occurrence.
12. **Reporting of Work-Related Injury, Incident, or Exposure.** Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's HCP has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected HCP will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. HCP shall also report work-place injury, incident or exposure to Soliant concurrently with Client. If Soliant's HCPs are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's HCP.
13. **Termination with Cause.** If Client requests removal of HCP due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice is required within forty-eight (48) hours including all supporting documentation specifying the reasons and facts of the termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed a severance fee equal to two (2) weeks of billing. The parties agree that Soliant's HCPs are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the severance fee is not unreasonable to the probable loss to be suffered by Soliant in the event of the Client's breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. Soliant shall have seventy-two (72) hours to refill the position in the event of termination with cause.
14. **Termination without Cause.** Client may cancel an assignment with forty-five (45) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 45-day period of notice. In the event Client is unable to provide forty-five (45) days notice of termination, Client will be billed for forty-five (45) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.
15. **Guaranteed Minimum Hours.** Client agrees to provide HCP the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.
16. **Holiday Policy.** Client agrees to pay 1.5 times the regular Bill Rate for hours worked on the following observed holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If the department to which HCP is assigned is closed for a holiday, the guaranteed minimum hours will be reduced by the number of hours regularly scheduled for that shift. Client will endeavor to offer additional shifts during that workweek to compensate for these missed hours.

CLIENT SERVICES AGREEMENT



- 17. **On Call Policy.** Client will be billed an hourly On Call Rate specified by each Assignment Confirmation for hours in which a HCP is On Call but not working in the Client's facility.
- 18. **Floating.** Client agrees only to float HCPs into areas which are appropriate based on the HCP's skills, qualifications and experience. In addition, Client agrees to float HCPs in accordance with its own policies and in rotation with its own employees.
- 19. **Multiple Locations.** If client requires HCP to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.
- 20. **Issue Resolution.** In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate issue to the appropriate Soliant manager. The Soliant manager contact is: **Leslie Slaughter**, telephone number **770-908-2113**.
- 21. **Indemnification.** Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.
- 22. **Confidentiality.** Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law.
- 23. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 24. **Governing Law.** This Agreement shall be governed by the laws of the state of Florida.
- 25. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.

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

Client Signature

Soliant Representative Signature

Print Name

Shelley Burkett

Title

Title

Date

Date

ADDENDUM A



Assignment Confirmation – Client

This Assignment Confirmation is entered into on **September 4, 2009** and supplements the Client Services Agreement between **Gadsden County Schools** and Soliant Health.

Soliant Employee

_____, hereinafter referred to as HCP, has been placed with **Gadsden County Schools**. HCP is scheduled to begin work for Client on ___/___/___ and complete assignment **June 14, 2009**.

Assignment Details

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

- Position / Unit:** Speech-Language Pathologist- CFY
- Bill Rate:** \$53.00-\$57.00 per Hour
- Hours:** 40 per Week
- Shift:** Monday - Friday
- Overtime Rate:** 1.5 times Bill Rate
- Holiday Rate:** 1.5 times Service Rate. Observed holidays include: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
- Miscellaneous:** Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax exempt entity.

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

INVOICES

All invoices pursuant to this Assignment Confirmation will be mailed to: *(please verify)*

Wilma Jackson
Gadsden County Schools
35 Martin Luther King JR Blvd
Quincy, FL 32351

Client Signature

Soliant Representative Signature

Print Name

Shelley Burkett

Title

Title

Date

Date



**Joint Commission Documentation Requirements
Orientation and Performance Evaluations**

Soliant Health is committed to providing quality healthcare professionals to help meet your staffing needs. Accordingly, we follow the Joint Commission certification guidelines for credentialing our employees and documenting all aspects of our services to you. Please review the information below which summarizes key requirements for maintaining compliance with Joint Commission documentation standards. We will provide convenient forms for each of the areas you are asked to complete.

Thanks in advance for your cooperation.

What Soliant provides:

- Healthcare professionals who have been fully credentialed in compliance with Joint Commission standards, including current drug and background testing, work history verification, licensure, and any necessary health documentation required by your school or district.
- A required documents checklist to ensure that all client specific requirements are met for your school or district.
- Self-study workplace safety training on any combination of the following topics:
 - Cultural Competency
 - Fire & Electrical Safety
 - HIPAA
 - Tuberculosis Awareness

Our employees are required to satisfactorily complete tests on these subjects prior to starting their assignment.

What we ask you to provide:

- Description of on-site orientation that will be provided to our employee, including subject matters covered, length of orientation, and date completed (attached)
- A performance evaluation of our employee near the completion of the assignment (we will send to you at the appropriate time)
- A performance evaluation of Soliant services at assignment end

Again, we thank you for your assistance with this important part of our certification and documentation process. Please do not hesitate to contact the Soliant Credentialing Department at **1-800-849-5502** if you have any questions.

**ORIENTATION PROVIDED ON-SITE
BY HEALTHCARE FACILITY**

Facility Name: _____

Title	Topics Covered	Date / Length

Comments / Notes:

REQUIRED DOCUMENTS CHECKLIST



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

	Check if Required	Comments (please indicate additional requirements or clarifications)
BACKGROUND:		
Criminal Background Check (note: Soliant conducts a county criminal search based on a 7-year SSN address development)	<input type="checkbox"/>	_____
Please indicate what search results would disqualify a traveler from being employed by your facility:		
National Sex Offender Registry	<input type="checkbox"/>	_____
Other: _____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
DRUG SCREEN:		
10-Panel	<input type="checkbox"/>	_____
Other: _____	<input type="checkbox"/>	_____
LICENSURE & CERTIFICATION :		
Current State License Verification Certification/Registration (please list specific organizations and disciplines)	<input type="checkbox"/>	_____
Other: _____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
TRAINING:		
Cultural Competency	<input type="checkbox"/>	_____
Fire & Electrical Safety	<input type="checkbox"/>	_____
Tuberculosis Awareness	<input type="checkbox"/>	_____
Other: _____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
MEDICAL:		
Fingerprinting	<input type="checkbox"/>	_____
Other: _____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
MISCELLANEOUS:		
Other: _____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____

Completed by: _____ Signature: _____
(please print)

Facility: _____ Date: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEM: Interinstitutional Articulation Agreement between TCC
and Gadsden County Public Schools

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Approval is requested of the 2009-2010 Interinstitutional Articulation Agreement
between Tallahassee Community College and Gadsden County Public Schools.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sonja Bridges, Ed.D. 

POSITION: Assistant Superintendent for Academic Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 6

CHAIRMAN'S SIGNATURE: page(s) numbered 6

REVIEWED BY: 

INTERINSTITUTIONAL ARTICULATION AGREEMENT

BETWEEN Tallahassee Community College

AND Gadsden County Public Schools

2009-2010

I. PREFACE

WHEREAS, The District Board of Trustees, Tallahassee Community College, Florida and the **Gadsden County School Board** subscribe to the educational philosophy and policy that each individual student should have the maximum opportunity to enhance their learning opportunities in courses suited to their educational, career, and personal needs, and

WHEREAS, Section 1007.235, F.S., specifies that articulation agreements shall be executed between community college boards of trustees and district school boards within each community college district, and

WHEREAS, The District Board of Trustees, Tallahassee Community College, Florida and the **Gadsden County School Board** desire to implement the above statute by creating opportunities for high school students to pursue college level instruction,

NOW THEREFORE, the **Gadsden County Public Schools** and The District Board of Trustees, Tallahassee Community College, Florida agree to the following assignment of programmatic responsibility for delivery of programs in the following areas:

A. RATIFICATION OF EXISTING AGREEMENTS

The signing of this agreement attests to the ratification of existing agreement(s).

B. ARTICULATION COUNCIL STRUCTURE/MEMBERSHIP

The Superintendent of Gadsden County Public Schools or designee and other employees of the District appointed by the Superintendent agree to meet with the President of Tallahassee Community College or designee and other members of Tallahassee Community College, appointed by the President, on a regularly scheduled basis, not to be less than once annually. The membership so defined above shall henceforth be called **The Tallahassee Community College/Gadsden County Public Schools Articulation Council**. The meeting time and location of the Council shall be determined mutually by representatives of both parties.

C. GOALS AND OBJECTIVES OF THIS AGREEMENT

The goals of the Tallahassee Community College/Gadsden County Articulation Agreement, as defined below, shall provide the primary framework within which all future interinstitutional articulation objectives and activities shall be described. These include:

1. To assist students matriculating in the K-12 and community college systems, with every opportunity to fulfill their individual/family educational needs, through a well articulated and coordinated interinstitutional articulation agreement.
2. To cooperatively identify and develop education program and service objectives and activities, designed to provide maximum educational opportunity, while avoiding unnecessary duplication of effort and resources.
3. To maintain regular interinstitutional articulation development activity between the two educational systems.

II. JOINT PROGRAMS AND AGREEMENTS

A. ARTICULATION ACCELERATION MECHANISMS

Articulation Acceleration Mechanisms shall include, but not be limited to, Dual Enrollment and Credit by Examination.

1. **Dual Enrollment Program** - The District and Tallahassee Community College agree to continue their cooperative efforts to provide unduplicated Dual Enrollment course opportunities for eligible students in Gadsden County as described in the currently existing Dual Enrollment Agreement (Attachment #1). The Dual Enrollment Agreement shall be reviewed by representatives of both systems on an annual basis, in order to insure the maximum benefit for students.
2. **Early Admission** - Tallahassee Community College agrees to provide an Early Admission program to all qualified public secondary school students in Gadsden County in order that they may enroll in college courses while in high school and proceed toward their academic goals at their own pace.
3. **Credit By Examination** - Tallahassee Community College agrees to receive and apply credit earned by students through articulated acceleration mechanisms as specified in Section 1007.271, F.S. Students have the opportunity to earn up to a maximum of 45 semester hours toward graduation from TCC through these mechanisms.

B. CURRICULUM

1. **Discipline Meetings** - Joint meetings shall continue to be held between faculty of various Tallahassee Community College disciplines and teachers of the Gadsden County Public Schools representing similar disciplines. Meetings will be initiated and agreed upon by TCC and the District.
2. **Curriculum Goals** - The articulation committee will annually examine the curriculum goals of the dual enrollment program to assure these goals are consistent with the district goals of emphasizing reading, writing, and mathematics.

C. PROGRAMS FOR MINORITIES

1. Tallahassee Community College will continue to work cooperatively with the Gadsden County Public School counselors to provide various programs and services designed to stimulate and encourage minority and other disadvantaged students to stay in school and attend a postsecondary institution.

D. MECHANISMS AND STRATEGIES FOR IMPROVING TEACHER PREPARATION

Tallahassee Community College will work with the District to determine professional development activities.

E. STRATEGIES FOR REDUCING THE NEED FOR REMEDIATION

1. **Faculty to Faculty Meetings** - Tallahassee Community College and the District's faculty will meet periodically to discuss mathematics, reading, and English curricula. Meetings will be initiated and agreed upon by TCC and the District.
2. **Remediation Courses and Exit Assessments Offered at the High Schools.**- Attachment #3 describes the process for providing testing, curriculum, and assessments to be used to provide students in grade 12 who score below the minimum scores defined in section 1008.30 Florida Statutes access to remedial instruction prior to graduation.

F. OTHER ARTICULATION ACTIVITIES

1. **Placement Test Results** - Tallahassee Community College will continue to administer the placement test to all Gadsden students who wish to test and will share results with officials of the Gadsden County Public Schools. The College will work with Gadsden County School faculty and staff to explain the placement test results. The placement test will be administered either at the high schools

or the students will come to TCC and take the test. This will be determined by TCC and the individual high school.

2. **Bibliographic Instruction** - Tallahassee Community College will provide bibliographic instruction programs for students at various sites in the Gadsden County Public School District.
3. **The Student Ambassador Program** - Tallahassee Community College will continue to work with the District's high school counselors to identify outstanding seniors who would like to be a TCC Student Ambassador. Students selected will be provided a tuition scholarship to begin their first year of matriculation at TCC.
4. **TCC District Board of Trustees Scholarship Program** - Tallahassee Community College will continue to designate up to three (number based on senior enrollment) tuition scholarships for high achieving graduates of each high school in the county as long as there is sufficient funding available.
5. **College Student Success Services** - Tallahassee Community College student success advisers will continue to provide programs and services in the areas of admissions, parent workshops, college orientation on the TCC campus, placement testing, curriculum advising, financial aid, career development and others. Additionally, TCC will provide periodic pre-advising to dual enrollment students.

III. CAREER PATHWAYS (Career and Technical Education Articulation)

Conditions for development of career and technical education (CTE) articulation agreements between Gadsden County High Schools and TCC are delineated in Attachment #2.

IV. AGREEMENT PERTAINING TO ADULT AND VOCATIONAL PROGRAMS

WHEREAS, the State Board of Education has adopted Rule 6A-14.0341 for community colleges that encourages boards to cooperatively develop and adopt specific assignments of responsibility to assure efficient use of resources available for career and technical education; and

WHEREAS, Section 1007.235, F.S. requires each community college president and each district superintendent to develop interinstitutional articulation agreements; now therefore, be it

RESOLVED, that the School Board of Gadsden County and the District Board of Trustees of Tallahassee Community College, Florida agree to the following assignment of programmatic responsibility for delivery of programs in the following areas:

CAREER AND TECHNICAL EDUCATION AT THE SECONDARY LEVEL AND BELOW THAT LEVEL

Primary Responsibility: Gadsden County

CAREER AND TECHNICAL EDUCATION AT THE POSTSECONDARY LEVEL

- A. Postsecondary Adult Career and Technical Education
Shared Arrangement: Gadsden County Public Schools and Tallahassee Community College
- B. Postsecondary Career and Technical Education
Primary Responsibility: Tallahassee Community College
- C. The Gadsden County Public School System has no objection to Tallahassee Community College administering the Florida Public Safety Institute and academic programs currently located in Gadsden County. The school system would like to work with the Community College on appropriate programs particularly any related to juveniles.

LIFELONG LEARNING

Shared Arrangement: Gadsden County Public Schools and Tallahassee Community College

ADULT BASIC EDUCATION

Shared Arrangement: Gadsden County Public Schools and Tallahassee Community College as agreed to annually

ADULT SECONDARY

Shared Arrangement: Gadsden County Public Schools and Tallahassee Community College as agreed to annually

Attachment #1

DUAL ENROLLMENT AGREEMENT

This is an Articulation Agreement between the School Board of Gadsden County and Tallahassee Community College governing the dual enrollment of students at both schools. This agreement is in accordance with 1007.271, F.S.

Courses and Programs:

- Courses to be offered by Tallahassee Community College for dual enrollment purposes will be mutually agreed upon by memorandum between representatives of the School Board of Gadsden County and Tallahassee Community College. Courses approved for inclusion in the dual enrollment program shall be those contained in the common course designation numbering system approved by the Articulation Coordinating Committee.
- Early admission shall be a form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Early admitted students will be exempt from the payment of registration, tuition, and laboratory fees. The Early Admissions process is detailed in the TCC Catalog. Both the high school and TCC must approve early admission for a high school student.
- The School Board of Gadsden County and Tallahassee Community College can approve dual enrollment courses that coincide with the student's Major Area of Interest (MAI).
- College preparatory (college remediation) and other forms of precollegiate instruction, and physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity, shall not be so approved. Recreation and leisure studies courses shall be evaluated individually in the same manner as physical education courses for potential inclusion in the dual enrollment program.
- The community college may not offer a course at the high school level if enrollment is insufficient. Furthermore, TCC cannot guarantee that it can always provide a college instructor for courses taught at the high school. The high school is also encouraged to recommend an instructor at the high school to teach the class. All recommendations should be submitted to the appropriate academic Dean. TCC will work to place students into classes on the college campus each semester as necessary.

- Using FACTS.org, students should develop an academic plan that includes courses that can lead to a certificate, associate's degree or baccalaureate degree.

Monitoring and Reporting:

- The monitoring and necessary coordination of this articulation agreement will be the responsibility of the Tallahassee Community College/Gadsden County Articulation Council.
- Dual enrollment students shall be exempt from paying registration, matriculation, and laboratory fees. Textbooks will be provided these students by the School Board of Gadsden County. Textbooks purchased by the School Board of Gadsden County shall remain the property of the School Board of Gadsden County as specified in Section 1007.271(14),F.S. The costs of ADA accommodation for dual enrollment students with disabilities will be shared equally between Gadsden County Schools and Tallahassee Community College.
- The School Board of Gadsden County shall report dually enrolled students under the Florida Education Finance Program, and the Tallahassee Community College will report these students under the Community College Program Fund.
- In order to receive credit, all dually enrolled students must adhere to all other rules and regulations of the School Board of Gadsden County, Tallahassee Community College and the State of Florida.

Eligibility Criteria for Student Participation in Dual Enrollment Programs:

Tallahassee Community College agrees to permit high school students enrolled in Gadsden County public schools whose eligibility has been certified by their principal to enroll in courses in compliance with the provisions of Florida Statutes 1007.271 and the following terms and conditions:

I. Academic Dual Enrollment

- A. The student must be currently enrolled in a public secondary school in Gadsden County, must have completed the 9th grade (upcoming 10th grader), must have earned at least a 3.0 unweighted grade point average. In special circumstances principals may approve individual student exceptions to the grade level requirements and G.P.A. to qualify for dual enrollment.

- B. The student must submit placement test scores (SAT, ACT or College Placement Test) that place the student into college level courses. Scores must be less than two years old. Students must place into ENC1101 with their test scores to be eligible to participate in the dual enrollment program.

ACT Scores	Score	Placement
Reading	18	ENC1101
English	17	
Math	19-20	MAT1033
	21	MAC1105
SAT Scores	Score	Placement
Critical Reading	440	ENC1101
Math	440-549	MAT1033
	550	MAC1105
CPT Scores	Score	Placement
Sentence Skills	83	ENC1101
Reading Comp.	83	
Algebra	72-87	MAT1033
	88	MAC1105

- C. The student must submit a completed TCC dual enrollment application for admission.
- D. Payment for books and materials will be provided by the School Board of Gadsden County. It will be the student's responsibility to complete an instructional materials form (provided by the School Board) to have books and materials covered.
- E. The student must submit a recommendation from his/her principal which has been approved by the School Board of Gadsden County stating that he/she has the maturity, motivation, dependability and academic ability to enable him/her to achieve satisfactorily at the college level.
- F. The student must submit an official high school transcript showing Courses and credits earned through his/her last term of enrollment.
- G. The course(s) in which the student is dually enrolled must be creditable toward a high school diploma. The school district will provide books.
- H. Eligibility in the dual enrollment program requires that students maintain a cumulative 2.0 grade point average in Tallahassee Community College courses. An appeal process is available through TCC.

II. Career Dual Enrollment

Career dual enrollment is a curricular option of elective credits toward earning the high school diploma and completing a career-preparatory certificate program. Career dual enrollment is not intended to enable students to take isolated courses unrelated to a program.

The school district will inform all students of the options available and the eligibility criteria. Physical education skills courses and college preparatory instruction are not eligible for career dual enrollment.

- A. The student must be currently enrolled in a Gadsden County high school, must have completed the 10th grade and must have earned at least a 2.0 unweighted grade point average. In special circumstances principals may approve individual student exceptions to the grade level requirements.
- B. The student must take the TABE test and score at the appropriate level according to Department of Education Curriculum Framework Standards for the specified certificate. Students may also use Common Placement Scores (CPT) as appropriate.
- C. The student must submit a completed TCC dual enrollment application for admission.
- D. The student must submit a recommendation form from his/her principal which has been approved by the School Board of Gadsden County stating that he/she has the maturity, motivation, dependability and academic ability to enable him/her to achieve satisfactorily at the college level.
- E. The student must submit an official high school transcript showing courses and credits earned through his/her last term of enrollment.

The Corrections Program will be offered during the 2009-2010 academic year, provided funding is available for materials and supplies.

III. It shall be the responsibility of the School Board of Gadsden County to

- A. Inform students and parents of the availability of the dual enrollment, program requirements and currently offered courses through the educational planning and guidance process. Students and parents must have been counseled on the advisability of taking college courses while in high school and on the specific requirements of the Dual Enrollment Program, including the recording of dual enrollment grades on the permanent college transcript.

- B. Establish and certify student's eligibility for dual enrollment.
- C. Determine if dual enrollment meets the individual needs of the student and if the student has the necessary academic preparation.
- D. Approve the enrollment for each student.
- E. Provide instructional materials to the dual enrollment students.
- F. Inform parents or guardians of their responsibility for transportation when the instruction is conducted at a facility other than the school site.
- G. Enter all earned credits on students' permanent records.
- H. Provide space at the district high school campuses for qualified students taking Tallahassee Community College courses.
- I. Provide full instructional costs for Gadsden County faculty teaching TCC dual enrollment courses.

IV. Withdrawing from classes for on and off campus dual enrollment students:

- A. It is the student's and high school's responsibility to abide by TCC's official course withdrawal policy.
- B. Dual enrollment students must withdraw before or by the deadline each semester. The college's withdrawal dates are listed in the TCC Academic Calendar. If the high school changes a student's schedule, the guidance counselor must notify TCC before or by the withdrawal deadline, so the student can be withdrawn from credit at TCC.
- C. Students who wish to withdraw from a course(s) must provide a written request from the high school principal/guidance counselor, verifying that the student has permission to withdraw.
- D. Withdrawals after the deadline are subject to review by TCC's Enrollment Appeals Committee. The procedure for appealing a late withdrawal is outlined in the TCC Catalog.
- E. Once the student has acquired a written request to withdraw from a course(s), then the student must provide that information to the Dual Enrollment Coordinator for processing.

V. It shall be the responsibility of Tallahassee Community College to

- A. Hire qualified instructors for the Dual Enrollment Program.
- B. Monitor and keep accurate records of the academic progress of the students in courses.
- C. Provide accurate records to the respective schools on credit earned by each student.
- D. Counsel dual enrollment students on current college requirements and on the transferability of dual enrollment credits at the college level for general education or elective credit toward the Associate's or Bachelor's degree. Through these guidance services, dual enrollment students will be encouraged to identify a post secondary objective and will be informed about Florida's statewide advising system, FACTS.org.
- E. Award college credits for courses upon successful completion by dually enrolled students and assign quality points.

This agreement will continue in effect until modified in writing by the parties hereto, so long as all qualified students are permitted to complete courses in which they are enrolled and the appropriate records are transmitted to the School Board of Gadsden County.

Dual Enrollment Courses Planned for 2009-2010:

Fall 2009	Spring 2010
ENC1101	ENC1102
WOH1012	ENC1141
REA1105	WOH1022
AMH2010	AMH2020
HUM2210	HUM2230
POS1041	ECO2013

**Attachment #2
Career Pathways
Career & Technical Education Articulation Agreement
between
Gadsden County Schools and Tallahassee Community College**

Articulation is a method of granting college level course credit for learning and skills accomplished as part of secondary school instruction. The secondary school and Tallahassee Community College (TCC) will maintain the integrity of their separate programs and enter into this agreement as cooperating educational institutions.

TCC will work with each high school to establish Career Pathways to serve Career and Technical Education (CTE) students. TCC may form multiple articulation (pathway) agreements within the district and within each high school depending upon existing CAPE academies. Agreements will be developed during the year, and this agreement will be amended as agreements are completed.

All Career Pathways agreements will adhere to the following for transfer of credit:

Student Qualifications

1. The student must have successfully completed the articulated secondary technical program of study with a grade of 2.5 (on a 4.00 scale) or better.
2. The student must have successfully completed 80% of competencies listed for the course.
3. The student must have graduated from secondary school no more than 18 months prior to enrollment at Tallahassee Community College.
4. The student must complete at least one semester at Tallahassee Community College with at least a 2.00 GPA (grade point average) overall.
5. The student must successfully complete nine hours (or equivalent clock hours) at TCC in the related AS, AAS or certificate program to be awarded articulated high school credits.

Procedure

1. The student indicates to the secondary school instructor that he or she is interested in articulating the secondary school program of study for credit at TCC.
2. The secondary school instructor completes the competency checklist, certifying that the student has completed all competencies to the required level.

3. The secondary school instructor provides the competency checklist to the district tech prep contact. TCC's tech prep coordinator will issue certificates to students who have successfully completed the tech prep program.
4. The TCC Registrar will put a copy of the certificate in the student's file. If the student fulfills the requirement completing one semester at TCC with at least a 2.00 overall GPA within the stated time limits, the College Registrar will grant the student credit for the equivalent TCC course. These articulated programs of study will be treated as transfer courses and thus will not affect the student's GPA at TCC.

Conditions of Agreement

1. Gadsden County High Schools' faculty and TCC faculty will review course textbooks, syllabi, and other institutional materials in order to agree on a list of articulated programs of study.
2. Gadsden County High Schools and TCC will review the list of articulated programs of study and their competencies annually. Changes will be made to the course competency lists and articulated programs of study as necessary based on changes in program outcomes.
3. Gadsden County High Schools and TCC will cooperate in publicizing this program to secondary school students in order to ensure that they are aware of these opportunities.
4. TCC will not charge tuition for any courses for which a student receives articulated credit.

This agreement may be terminated at any time by either Gadsden County High Schools or Tallahassee Community College through providing thirty (30) days' notice. In the event of a termination, both schools agree that students who are currently in secondary courses and working toward fulfilling the competencies or who are in their first semester at TCC will be allowed to complete the articulated credit.

This agreement will remain in effect and will be reviewed annually by the articulation committee and incorporated into the interinstitutional articulation agreement. The articulation committee will be composed of the Vice President for Academic Affairs of Tallahassee Community College, Dean for Technology and Professional Programs of Tallahassee Community College.

Gadsden County and TCC will develop a Career Pathways program in Information Technology during the 2009-2010 academic year.

Attachment # 3

Gadsden County School District and Tallahassee Community College Remediation Courses and Exit Assessments Agreement

This is an Articulation Agreement between the School Board of Gadsden County and Tallahassee Community College governing the enrollment of high school students in remediation courses. This agreement is in accordance with 1008.30, F.S.

Math for College Success, Reading for College Success, and Writing for College Success Course Content and Exit Testing Procedures

- Florida Statute 1008.03 requires college readiness testing before the beginning of 12th grade for each student who indicates interest in postsecondary education and scores at a Level 2 or Level 3 on the reading section of the 10th grade FCAT or Level 2, Level 3 or Level 4 on the math section of the 10th grade FCAT.
- At the annual Articulation Council meeting, the Gadsden County School District and Tallahassee Community College will identify employees responsible for developing details related to identification of students, college placement test logistics (location and format), and communication of results and options for eligible students to receive postsecondary readiness instruction while in high school.
 1. The School District will identify eligible students based on the past 10th grade year FCAT scores. Each high school will select students and provide TCC with a list. Students can select whether or not they want to test. In addition to FCAT scores, students will indicate that they want to test based on their interest in attending college after high school graduation.
 2. The College will collaborate with the district high schools to establish test dates during the spring semester (January 2010-April 2010).
 3. The College will conduct CPT testing at district high schools, utilizing the paper and pencil test or computer-based test when available.
 4. During testing, students will identify themselves as participating in the College Readiness Initiative and to discuss CPT results with the high school guidance counselor for Dual Enrollment and/or Postsecondary Readiness instructional options.
 5. After testing, students will receive an official CPT score report including the CPT Sentence Skills, Reading Comprehension and Algebra Scores. High school guidance counselors will discuss results with students as the results relate to the

Postsecondary Readiness instructional options and dual enrollment options.

- 6. Score reports will indicate eligibility for college-level coursework (Attachment 1) and/or need for additional postsecondary instruction.
- To the extent possible, the Gadsden County School District shall provide students in grade 12 who score below the minimum scores access to remedial instruction prior to graduation in accordance with section 1008.30 of Florida State Statutes.
- Testing requirements for placement are as follows:

Placement Assessment	Writing for College Success	Reading for College Success	Math for College Success	Math for College Readiness
Florida College Entry-Level Placement Test (CPT)	< 83	<83	< 72	72-86
SAT*	< 440	<440	< 440	440-520
ACT*	< 17	<18	< 19	19-22

*Optional—at student's expense

- Exit requirements are a minimum grade of “C” and exit exam scores as follows. A grade of “C” may not be awarded if the student does not meet or exceed the Community College Common Exit Test score where required:

Exit Assessment	Writing for College Success	Reading for College Success	Math for College Success	Math for College Readiness
Tallahassee Community College Common Exit Test	70%	70%	70%	NA
Florida College Entry-Level Placement Test (CPT)	NA	NA	NA	>86
SAT*	NA	NA	NA	520 +
ACT*	NA	NA	NA	22 +

*Optional—at student's expense

- The Gadsden County School Board and high school instructors teaching college readiness courses and Tallahassee Community College will work closely to ensure that college readiness course content, course tests, and homework, and exit exams are representative of the expectations and assessments offered to students enrolled in like courses at Tallahassee Community College.
- Tallahassee Community College faculty and/or appropriate academic administrators will work with Gadsden County School Board high school instructors to ensure the most current version of course assessments are provided to students for testing.
- Tallahassee Community College will provide updated examination materials and information to instructors of an approved curriculum and/or examination changes each semester.
- The Gadsden County School board agrees to maintain test and testing material security by not allowing for tests and associated testing materials to be used as a practice assessment by students in preparation for the exit exam; by not allowing the sharing of tests and associated testing materials with students or other individuals; and by following normal protocol for test and testing security at all times.
- Tallahassee Community College and the Gadsden County School Board agree that the stated purpose can be achieved only through the sharing of certain student information (student number, name, contact information, and Social Security Number if provided by the student) and CPT test scores. To ensure security and confidentiality of student test information, Tallahassee Community College and the Gadsden County School Board agree that without compromising the Family Educational Rights and Privacy Act (FERPA) or state confidentiality requirement, both parties may provide personally identifiable student records, reports, or information to each other in the performance of meeting the requirement of Senate Bill 1908. Specific student information shared is pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. § 1232G. Further each party agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A § 1232g, including, but not limited to provisions related to confidentiality, access, consent, length of retention, and security of student records.

Each institution will protect the rights of students and recipients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, students, and recipients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that applicable laws and regulations for these rights, including those rights pertaining to disclosure of student records, shall be strictly followed.

- Tallahassee Community College will communicate with the School Board and its college readiness instructors of any state imposed changes regarding course numbering, course content, exit examination, or other requirements.

This agreement will continue in effect until modified in writing by the parties hereto, so long as all qualified students are permitted to complete courses in which they are enrolled and the appropriate records are transmitted to the School Board of Gadsden County and Tallahassee Community College.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEM: The PAEC Professional Development Center
Resolution and Contract for District Participation

DIVISION:

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


PURPOSE AND SUMMARY OF ITEM:

Approval of the 2009-2010 PAEC Professional Development Center Resolution
Contract for District Participation.

FUND SOURCE: Title II

AMOUNT: \$8,050.19

PREPARED BY: Erica Starling 

POSITION: Director of Human Resources/Staff Development 

RECEIVED
2009 SEP 17 PM 2:10
PERSONNEL DEPARTMENT
2009 SEP 14 AM 8:51
GARSDEN SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

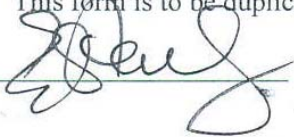
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3

CHAIRMAN'S SIGNATURE: page(s) numbered 3

This form is to be duplicated on light blue paper.

REVIEWED BY: 

The School Board of Gadsden County

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS



BUILDING A BRIGHTER FUTURE

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

THE PAEC PROFESSIONAL DEVELOPMENT CENTER RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **THE DISTRICT SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, hereinafter referred to as District School Board, adopting an agreement made by and between **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, hereinafter referred to as the District of Record on behalf of **THE PANHANDLE AREA EDUCATIONAL CONSORTIUM (PAEC)** and **THE DISTRICT SCHOOL BOARD**, for the rendering of services and benefits described in this resolution.

WHEREAS, THE DISTRICT SCHOOL BOARD, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects when it is to the best interest of taxpayers and for the best interest of the educational system and the school children of the school district, and

WHEREAS, THE DISTRICT SCHOOL BOARD agrees to participate along with other member districts in the PAEC Professional Development Center (PAEC/PDC) and

WHEREAS, the PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Joint Professional Development Center/Curriculum Coordinator Advisory Council and approved by the PAEC Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD, in a regular session on _____, as follows:

- I. SERVICES TO DISTRICTS.** The general services to be provided by PAEC/PDC are to:
- A. Design and submit a professional development system.
 - B. Coordinate multi-district inservice activities in collaboration with district staff.
 - C. Assist district or school staff with appropriate selection of presenters for professional development needs.
 - D. Provide continuous access to and reporting options from PAEC's FloridaLearns Academy *electronic* Professional Development Connections (ePDC), aiding in the planning, follow-up, and evaluation of professional development participation.
 - E. Provide annual update training for district administrators on the FloridaLearns Academy *electronic* Professional Development Connections (ePDC).
 - F. Coordinate completion of the 5 year Master Inservice Plan for Professional Development maximizing resources available to small and rural districts, with subsequent submission to the Florida Department of Education.
 - G. Coordinate completion of the Annual Professional Development Needs Assessments and renewal of Master In-service Plan by school board.
 - H. Coordinate update of the Professional Development System, building on DOE's recognition of the system's excellence as submitted in 2000.

- I. Integrate a standard electronic Professional Development Plan with ePDC.
 - J. Provide a toll-free Technical Support Hotline.
 - K. Develop and renew add-on endorsement packages.
 - L. Provide pre-audit technical assistance in preparation for Florida's Professional Development System Evaluation Protocol site visits.
 - M. Provide other services approved by the PAEC Board of Directors through the District of Record.
- II. DISTRICT FINANCIAL PARTICIPATION.** The **DISTRICT SCHOOL BOARD** will pay for services received through participation in the PAEC/PDC as specified. The funding for the PAEC/PDC is based on FTE.
- \$1.35/FTE calculated on the FEFP Fourth Calculation from the previous year.
 - Billing will occur in August of each fiscal year.
- This contribution shall be the total obligation of each school district unless additional assessments are approved by the PAEC Joint Professional Development Center/Curriculum Coordinator Advisory Council and PAEC Board of Directors.
- III. TERMS OF AGREEMENT.** The term of this agreement with the PAEC/PDC shall commence as of July 1, 2009, and shall end on June 30, 2010 with annual renewal.
- IV. ADMINISTRATIVE/STAFFING.** The PAEC/PDC is administered through the PAEC Board of Directors and includes all benefits and obligations of the consortium. The PAEC/PDC staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The PAEC/PDC shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan and PAEC Overhead Funding Plan.
- The PAEC Joint Professional Development Center/Curriculum Coordinator Advisory Council for the FloridaLearns Academy, approved by the PAEC Board of Directors, is comprised of the Professional Development Directors and Curriculum Coordinators from the PAEC/PDC member districts. Recommendations from this committee shall be presented by the PAEC Executive Director to the PAEC Board of Directors for official action.
- V. EQUIPMENT PURCHASES AND TRANSFERS.** The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board according to the present PAEC Agreement. If the PAEC/PDC is transferred to another District of Record, all equipment purchased with PAEC/PDC funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, **THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for **THE PAEC Professional Development Center**, the sum of \$8,050.19, payable upon completion of this resolution. This figure is based on the FEFP Fourth Calculation (5,963.10) from the previous year.

APPROVED:

Dr. Sandra M. Cook, Superintendent
School Board of Washington County
District of Record

Judge Helms, Chairman
School Board of Gadsden County

Date

Date

Patrick L. McDaniel, Interim Executive Director
Panhandle Area Educational Consortium

Reginald James, Superintendent
School Board of Gadsden County

Date

Date

BOD Date: June 18, 2009
WCSB Date: June 29, 2009

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

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

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

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

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

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEMS: 2009-2010 Participation in PAEC Gateway Consortium for
Personnel, Payroll and Finance Functions

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for 2009-2010 participation in the PAEC Gateway Consortium for personnel, payroll and finance functions.

FUND SOURCE: General Fund

AMOUNT: \$20,978.83

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

PAEC
 753 West Blvd
 Chipley, FL 32428

V P0030

INVOICE

Invoice Number: 20301
 Invoice Date: Jul 8, 2009
 Page: 1

Duplicate

Voice: 850-638-6131
 Fax: 850-638-6135

Bill To:
Gadsden County Sch Bd Attn: Accounts Payable 35 Martin Luther King Blvd Quincy, FL 32351

Ship to:
ATTN: Accounts Payable 35 Martin Luther King Blvd. Quincy, FL 32351

Customer ID	Customer PO	Payment Terms	
0-010-020-00000		CHG	
Sales Rep ID	Shipping Method	Ship Date	Due Date
30			7/8/09

Quantity	Item	Description	Unit Price	Amount
		2009-10 District Assessment for participation in services of Gateway Finance and Payroll. Original District Assessment: \$24,718.83 Credit from 2008-09: \$3,740.00 Assessment Balance Due: \$20,978.83		20,978.83
<i>110-8200-730-9001-1107990</i>				
<i>Bonnie Zbal</i>				

Subtotal	20,978.83
Sales Tax	
Total Invoice Amount	20,978.83
Payment/Credit Applied	
TOTAL	20,978.83

Check/Credit Memo No:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8f

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEMS: Contract with Gadsden County Sheriff's Department

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the contract with the Gadsden County Sheriff's Office to provide five School Resource Officers for the 2009-2010 school year.

FUND SOURCE: General Fund

AMOUNT: Not to exceed \$226,982.36 (\$29.62/hour)

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

**THE 2009-2010 SCHOOL RESOURCE DEPUTY PROGRAM AGREEMENT
BETWEEN THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
AND THE GADSDEN COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made by and between the School Board of Gadsden County, Florida (Hereinafter referred to as the BOARD) and Morris A. Young, as Sheriff of Gadsden County, Florida, a County Constitutional Officer of the State of Florida, on behalf of that law enforcement agency commonly know as the Gadsden County Sheriff's Office (hereinafter referred to as the SHERIFF).

WHEREAS, the board desires to have a deputy sheriffs assigned to schools within Gadsden County, Florida and each deputy shall be known as a School Resource Deputy (hereinafter referred to as SRD);

WHEREAS, the SHERIFF agrees to provide deputy sheriffs in schools within Gadsden County, Florida to serve as SRD's;

NOW THEREFORE, in consideration of the mutual promise to the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other as follows:

SECTION ONE: TERM

- 1.1 The term of this Agreement shall commence on the 24th day of August 2009 and end on the 04th day of June 2010.

SECTION TWO: SCOPE OF SERVICE-BOARD

- 2.1 The BOARD agrees to pay the SHERIFF annually for 75% of its expense for the program not to exceed the amount of \$226,982.36.
- 2.2 For the 2009-10 school year, the School Board of Gadsden County will pay for five School Resource Deputies @ \$29.62/hour for an amount not to exceed \$226.982.36. Actual payment will be based on monthly time and attendance sheets submitted by the 10th day of the month following the services. Invoice will require a minimum of seven days to be processed for payment after an invoice has been approved.
- 2.21 The BOARD agrees to provide the SRD of each assigned school the following materials and facilities which are deemed necessary for the performance of the SRD's duties:
- 2.2.2 Access to an air-conditioned and properly lighted private office. This office shall contain a telephone, computer with CD and Internet access, which may be used in accordance with the Gadsden County General Orders.
- 2.2.3 A desk with drawers, an office chair, workable, locking filing cabinet and office supplies.
- 2.2.4 A location within the office for files and records, which can be properly locked and secured.
- 2.3 The school principal (or his/her designee) acting as the designee of the BOARD agrees to notify the SRD and/or Gadsden County Sheriff's Office as soon as possible should any other law enforcement agency take action on a school campus.

SECTION THREE: SCOPE OF SERVICE-SHERIFF

3.1 The SHERIFF agrees to assign one (1) deputy sheriff for a total of five (5) to the following schools to be noted as their home base school to perform duties as a SRD:

- 3.1.1 East Gadsden High School
- 3.1.2 West Gadsden High School
- 3.1.3 Carter Parramore Academy
- 3.1.4 James A. Shanks Middle School
- 3.1.5 Havana Middle School

3.2 The SHERIFF agrees to have SRD perform duties at the remaining schools as needed:

- 3.2.1 Greensboro Elementary School
- 3.2.2 George Monroe Elementary School
- 3.2.3 Stewart Street Elementary School
- 3.2.4 St. John Elementary School
- 3.2.5 Chattahoochee Elementary School
- 3.2.6 Gretna Elementary School
- 3.2.7 Gadsden Central Academy
- 3.2.8 Gadsden Magnet Elementary School
- 3.2.9 Havana Elementary School

3.3 The SHERIFF agrees to produce a Monthly and yearly Report of Services and Criminal Incidents, concerning all school related functions

SECTION FOUR: REGULAR DUTIES HOURS OF THE SRD

- 4.1 SRD's will report to their assigned school thirty minutes before school starts and remain thirty minutes after school ends.
- 4.2 Any SRD maybe temporarily reassigned by the SHERIFF during school holidays and vacations.
- 4.3 Each SRD will be permitted to travel to off-campus based programs that are a part of school activities at the request of the principal, or with the consent of the SHERIFF or his designee for educational purpose.
- 4.4 Each SRD shall record his/her time and submit the same to the school principal weekly. The Board shall be charged only for the time the SRD is on campus or performing school or Board related functions or activities.

SECTION FIVE: INSTRUCTIONAL DUTIES OF THE SRD

- 5.1 The SRD shall act as an instructor for specialized short-term programs at all schools when requested by the principal or faculty.

SECTION SIX: MISCELLANEOUS DUTIES OF THE SRD

- 6.1 The SRD shall coordinate his/her activities with the principal and staff members. The SRD will seek permission, advice, and guidance prior to enacting any program within the school.
- 6.2 The SRD shall present various subjects to students; such subjects shall include but not limited to a basic understanding of the law, the role of the law enforcement Deputy, and his/her duties. A

- program evaluation form will be distributed to random students and teachers after each session by the SRD. The SRD Unit will keep this information on file yearly.
- 6.3 The SRD shall encourage individual and small group discussions with students. These discussions will be based upon material presented in class, which should help establish rapport with the students.
 - 6.4 The SRD shall attend parent/faculty meetings to solicit support and understanding of the SRD program when requested by the principal.
 - 6.5 The SRD shall be available for conferences with students, parents, and faculty members when requested.
 - 6.6 The SRD shall become familiar with all community agencies, which offer assistance to youth and their families. The SRD shall make referrals to such agencies when necessary thereby acting as a resource to the student, parents, faculty, and staff of the school.
 - 6.7 The SRD shall assist the principal in developing school safety plans and strategies in an attempt to prevent and/or minimize hazardous/dangerous situations.
 - 6.8 Should it become necessary to conduct formal interviews with the student, the SRD shall inform the principal or his/her designees, adhere to Gadsden County Sheriff's Office (GCSO) policy, as well as legal requirements with regard to such interviews.
 - 6.9 The SRD shall take law enforcement action as required. The SRD shall advise the principal or his/her designee of such action as soon as possible. The SRD shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions.
 - 6.10 The SRD shall give assistance to other law enforcement officers in matters regarding his/her school assignment whenever necessary.
 - 6.11 The School Resource Deputy Unit shall maintain detailed and accurate records of the School Resource Deputy Program. A bi-weekly report will be provided to the District School Superintendent or his designee.
 - 6.12 The SRD shall not act as a school disciplinarian. School personnel shall handle school discipline. If the incident is a criminal violation, the SRD will determine whether law enforcement action is appropriate. SRD's are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is a problem area, the SRD shall assist the school until school personnel resolve the problem.
 - 6.13 In case of contested expulsion, the Sheriff's Office will provide case information and/or testimony to the Superintendent, or his designee, provided the case is not a pending criminal investigation. In pending criminal cases, the State Attorney or his designee must first approve such action. SRD's shall, upon the request of the Superintendent or his designee, testify at the hearing. SRD's shall be subpoenaed at least five (5) working days prior to the hearing, except in emergency situations.
 - 6.14 The SRD will deliver expulsion documents to parents, students, victims and witnesses.

SECTION SEVEN: EXTRA-CURRICULAR ACTIVITIES AND SCHOOL FUNCTIONS

- 7.1 Upon request of the principal, or his/her designee, and approval of the SRD Supervisor, a SRD may accompany any school-affiliated group to events outside Gadsden County. The payment for the SRD shall be based on flat rate of \$80.00. All home games or activities will be based on a rate of \$20.00 per hour. The school requesting the SRD's services will provide payment.
- 7.2 The School shall give at least five (5) working days notice prior to an event they wish the SRD to work.
- 7.3 Any other functions that are of a school nature (carnivals, dances, dramas, etc.) where a SRD is requested to work, the SRD shall be paid an hourly rate of \$20.00 by the school or the sponsoring group. A minimum of two (2) SRD's shall be at each event, unless the SRD or his/her supervisors determine two (2) is unnecessary.
- 7.4 All required payments for extra-curricular and/or athletic events as herein described shall be based on a three (3) hour minimum. Payments shall be made directly to the SRD assigned and shall remitted to the SRD within fourteen (14) days of the event worked.

SECTION EIGHT: EMPLOYMENT STATUS OF SRD

- 8.1 The parties agree that SRD's are employees of the SHERIFF and are not employees of the BOARD. The parties also agree that SRD's are deputy sheriff's who shall uphold the law under the direct supervision and control to the SHERIFF. SRD's shall remain responsible to the chain of command of the Gadsden County Sheriff Office.
- 8.2 The parties agree that nothing in this Agreement is intended not shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship allowing the BOARD to exercise control of direction over the manner or method by which the SHERIFF, his employees, agents, assignees perform hereunder.
- 8.3 The SHERIFF shall be solely responsible for recruiting, interviewing, and evaluating deputy sheriffs for the position of SRD. SRD's shall serve the pleasure of the SHERIFF. The school Superintendent shall have meaningful input with respect to the assignment of a deputy sheriff to a school as a SRD.
- 8.4 Notwithstanding any other provisions contained within this Agreement, the BOARD acknowledges and agrees that should the SHERIFF determine that a SRD is needed to resolve a law enforcement emergency somewhere other than the school where the SRD is assigned, the SHERIFF retains the authority and the right to utilize the SRD for the law enforcement emergency on a temporary basis. Such temporary utilization shall not affect Section 2.1 of this Agreement

SECTION NINE: REASSIGNMENT OF SRD

- 9.1 In the event the principal of the school to which the SRD is assigned feels that the particular SRD is not effectively performing his/her duties and responsibilities, the principal shall state the reasons in writing to the Superintendent. Within reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall advise the Sheriff of his designee of the principal's concerns. If the Sheriff so desires, the Superintendent and Sheriff, or their designees, shall meet with the SRD to mediate or resolve any problems of the school to which the SRD is assigned. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated, or in the event

the Sheriff does not seek mediation, then the SRD shall be reassigned from the SRD program at the school and a replacement shall be obtained.

- 9.2 The SHERIFF retains the express right to reassign or dismiss a SRD based upon a violation of the SHERIFF's Rules, Regulations and/or General Orders.
- 9.3 In the event of the reassignment, resignation, or dismissal of a SRD, or in the case of absences by a SRD, the SHERIFF agrees to provide a temporary replacement for the SRD as soon as possible and within thirty (30) school days of receiving notice of such reassignment, resignation, dismissal, or absence a replacement will be assigned.

SECTION TEN: INDEMNIFICATION AND HOLD HARMLESS

- 10.1 To the extent permitted by Section 768.28, Florida Statutes, and the Florida Constitution, the parties agree to indemnify and hold harmless the one another from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the other party, its delegates, agents, or employees, or due to any act or occurrence of omission or commission of the other party, including but not limited to cost and reasonable attorney's fee. Neither the SHERIFF nor the BOARD shall be deemed to assume any liability for the acts, omissions to act and negligence of the other party, their agents, servants, and employees.
- 10.2 The SHERIFF shall have no obligation to provide legal counsel or a legal defense to the BOARD in the event that a suit, claim or action of any character or nature is brought by any person not a party to this Agreement against BOARD as a result of or relating to either parties duties, obligations and performance pursuant to this Agreement. The SHERIFF has no obligation for the payment of any judgment or the settlement of any claims made against the BOARD as a result of or relating to the parties obligations, duties and performance pursuant to this Agreement.
- 10.3 The BOARD shall have no obligation to provide legal counsel or a legal defense to the SHERIFF in the event that a suit, claim or action of any character or nature is brought by any person not a party to this Agreement against SHERIFF as a result of or relating to either parties duties, obligations and performance pursuant to this Agreement. The BOARD has no obligation for the payment of any judgment or the settlement of any claims made against the SHERIFF as a result of or relating to the parties obligations, duties and performance pursuant to this Agreement.

SECTION ELEVEN: MISCELLANEOUS PROVISIONS

- 11.1 The parties their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The parties agree that unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the SHERIFF or their designees.
- 11.2 This document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.
- 11.3 A waiver by either party of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.4 In the event any provision of this Agreement is held to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the unenforceability thereof, shall not affect the

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8g

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEMS: Loan to Purchase 24 School Buses

DIVISION: Transportation and Finance Departments

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to borrow \$1,818,042.00 from Capital City Bank to purchase 24 buses. This loan amount would be added to the District's Capital Improvements revenue of \$500,000.00 to complete the entire purchase amount of \$2,318,041.00.

The price of the buses is based on the current State of Florida bus bid that expires on September 25, 2009. The District's Attorney has reviewed the attached contract.

FUND SOURCE: Capital Improvements Fund

AMOUNT: Loan Amount \$1,818,042.00 with a fixed rate of 3.45%

PREPARED BY: Rocky Pace and Bonnie Wood

POSITION: Director of Transportation and Assistant Superintendent for Business Services



September 17, 2009

Ms. Bonnie Wood
Asst. Superintendent for Business & Finance
The School Board of Gadsden County
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

Dear Ms. Wood:

I am pleased to inform you that Capital City Bank has approved the Gadsden County School Board loan request for \$1,818,042.00. The loan is subject to the following terms and conditions.

Amount Financed: \$1,818,042.00

Loan Purpose: The loan proceeds will be used to purchase 24 Thomas Buses.

Structure: As provided in Section 1011.14, Florida Statutes, the subject loan must mature within 12 months from the date the funds are drawn for the subject purchase. Given that the purchase is anticipated to occur on February 1, 2010, the original note will mature on December 31, 2010. At the election of the School Board, the loan may then be extended up to four times for the following periods, subject to the covenants in this commitment letter:

January 1, 2011 - December 31, 2011
January 1, 2012 - December 31, 2012
January 1, 2013 - December 31, 2013
January 1, 2014 - December 31, 2014

If the School Board elects to extend the maturity date of the Note, it must make a principal reduction payment pursuant to the following schedule. These payments are calculated assuming that the buses are purchased on February 1, 2010.

December 31, 2010: \$316,024.15
December 31, 2011: \$356,328.46
December 31, 2012: \$368,818.06
December 31, 2013: \$381,745.43
December 31, 2014: \$395,125.91

If the School Board elects to extend the maturity date of the Note, it must make interest payments pursuant to the following schedule. These payments are calculated assuming that the buses are purchased on February 1, 2010.

December 31, 2010: \$52,978.81
December 31, 2011: \$46,220.22
December 31, 2012: \$33,730.62
December 31, 2013: \$20,803.26
December 31, 2014: \$ 7,422.28

Interest Rate: 3.45%. This is a tax-exempt rate and it will be fixed for the duration of the subject loan, including any extensions.

Collateral: Revenues of the School District accruing on a current basis for the 12 month period from the delivery date hereof to the maturity date hereof, and, in the event of any extension of the maturity hereof, from the date of such extension to the date of such extended maturity, without pledging the credit of the School District or requiring future levy of taxes beyond the maturity date, as may be extended, all as further provided pursuant to Section 1011.14, Florida Statutes.

**Prepayment
Penalty:**

None

Fee: \$4,300 (\$1,800 Administrative, Underwriting, & Document Preparation Fee; \$2,500 Bank Counsel Fee)

Covenants: 1) The maturity date of this obligation may be extended from year to year with the consent of the Bank, which consent the Bank has granted subject to the annual delivery of certain certifications on the part of the School District to the Bank, as provided in the Resolution authorizing the issuance hereof.

2) The School Board has adopted and spread upon its minutes a resolution giving the nature of the obligations to be incurred, stating the plan of payment, and providing that such funds will be budgeted during the period of the loan from the current revenue to retire the obligations maturing during the year.

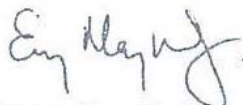
3) The principal amount of the Note and any other outstanding obligations issued pursuant to Section 1011.14, if any, does not exceed one-fourth of the revenue received during the preceding year for the district school fund for operating expense of the School District.

4) For purposes of Section 1011.14, Florida Statutes, the School District's debt obligation is created on the date funds are drawn hereunder.

5) Primary deposit account must be kept at Capital City bank for duration of loan.

If you are in agreement with the above terms and conditions, please execute this commitment letter and return the original to me.

Sincerely,



Emory Mayfield, Jr.
Senior Vice President,
Institutional Banking

CC: Mr. Walter McPherson, Gadsden County Community President

I am in agreement with the above terms and conditions.

Judge B. Helms, Jr., Chairman, Gadsden County School Board

AMORTIZATION SCHEDULE FOR GADSDEN COUNTY SCHOOL LOAN

Annual Interest Rate:	3.45%
Term of Loan:	4 years, 11 months
Principal & Interest Due:	Annually
Loan Amount:	\$ 1,818,042.00
Origination Date:	September 23, 2009
Draw Date:	February 1, 2010

Payment Date	Interest Due	Principal Due	Total Payment	Balance
12/31/2010	\$52,978.81	\$316,024.15	\$369,002.96	1,502,017.85
12/31/2011	\$46,220.22	\$356,328.46	\$402,548.68	1,145,689.39
12/31/2012	\$33,730.62	\$368,818.06	\$402,548.68	776,871.33
12/31/2013	\$20,803.26	\$381,745.43	\$402,548.68	395,125.91
12/31/2014	\$7,422.78	\$395,125.91	\$402,548.68	(0.00)
Total	\$161,155.69	\$1,818,042.00	\$1,979,197.69	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

Date of School Board Meeting: September 22, 2009

TITLE OF AGENDA ITEM: Gadsden's K-12 Comprehensive Reading Plan

DIVISION: Elementary & Secondary Education

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

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

This request asks the School Board to approve the Gadsden K-12 Comprehensive Reading Plan effective for the 2009-2010 school term. The total funds provided through the Florida Education Finance Program (FEFP) is \$287,158 and should be utilized specifically for "reading". Legislative action ensures that reading is funded annually as a part of the public school funding formula. This year's allocation will cover the cost of three (3) full-time coaches. Additionally, funds have been prioritized to meet the needs of the low-performing schools and Level 1 students in the district.

FUND SOURCE: FEFP (K-12 Comprehensive Reading Plan)

AMOUNT: \$287,158

PREPARED BY: Mrs. Elizabeth E. Turner

E E Turner
A Budget

POSITION: Director of Pre-K - 12

2009 SEP 10 AM 8:09

GADSDEN SCHOOL BOARD
OFFICE OF ASSISTANT
SUPERINTENDENT

INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

Reviewed By: *Cheryl R. Illipon*

2009-10 K-12 Comprehensive Research Based Reading Plans District: Gadsden

Leadership: District Level

•District Name:	GADSDEN
•District Contact:	Elizabeth E. Turner, Director of Elementary Ed.
•Contact Address:	Max D. Walker Admin. Bldg. 35 Martin Luther King, Jr., Blvd. Quincy, FL 32351
•Contact Email:	turnere@mail.gcps.k12.fl.us
•Contact Telephone:	850-627-9651
•Contact Fax:	850-627-2760

- 1 What are your measurable district goals for student achievement in reading for the 2009-10 school year as described as a percentage increase from last year's scores?

Gadsden's district goals for student achievement in reading for the 2009-2010 school year are: (1) By the end of the 2009-2010 school term, there will be a five percent (5%) increase in the number of students demonstrating proficiency by reading at or above level 3 on the FCAT Reading Assessment. (2) By the end of the 2009-2010 school term, there will be at least a two percent (2%) increase in the percent of students making learning gains on the FCAT Reading Assessment. The first goal is to increase the number of students demonstrating proficiency in reading. The second goal is to increase the percent of students making learning gains on the FCAT Reading Assessment.

- 2 What is the total number of reading coaches (funded through any source) that served the district for the 2008-09 school year?

The total number of reading coaches (funded from several different sources) that served the district during the 2008-2009 school year was eleven (11).

- 3 What is the total estimated number of reading coaches (funded through any source) that will be serving the district for the 2009-10 school year?

The total estimated number of reading coaches (funded from several different sources) that will serve the district for the 2009-2010 school year will be four (4).

The decrease in the number of coaches is related to the budget cut that the district is going through. The same schools that received coaching services in the 2008-2009 year will be receiving services in the 2009-2010 school year from a district or school based coach. The proposal for 2009-2010 is to have one district wide coach and three additional full time coaches for the lowest performing schools. This proposal would also change all reading coaches into reading teachers to allow them to teach intensive students. Therefore, our coaches will decrease from eleven (11) last year to four (4) this year but the number of schools being served will not decrease.

The district will provide a fulltime coach to East Gadsden High and West Gadsden High School as well as a full time coach to be shared between George W. Munroe and Carter-Parramore Academy. The districtwide reading coach will work with eight schools. The district-wide coach will spend sixty percent (60%) of the time with schools that have the greatest need and have not made AYP in six (6) years and forty percent (40%) of the time with the other schools based on their needs. The former reading coaches will be reading teachers and part-time reading coaches at the school in which they served as full time coach for the 2008-2009 school year. They will spent at least fifty-one percent (51%) of their time teaching intensive intervention strategies to struggling students and a maximum of up to forty-nine percent (49%) may be used to provide reading support and leadership. They will use their role as a reading teacher to model/demonstrate lessons and strategies for those teachers struggling to implement the reading program with fidelity. They will also provide training on how to interpret the data from reading assessments and provide professional development training as it relates to reading. Stipends will be provided as needed for any afterschool or Saturday inservice.

The district-wide reading coach will monitor/assist the reading teachers/coaches in all of the schools in Gadsden County. The district-wide reading coach will meet regularly with the reading coaches from the low-performing schools and the reaching teacher/coach from all of the schools. The district-wide coach and the full-time coaches will provide on-going support for reading and take a leadership role in implementing the district-wide reading program and coordinating assessments regarding reading. They will be responsible for modeling and demonstrating lessons, best practices, and strategies to help improve student achievement in reading. These persons will be responsible for providing data-driven training and other reading professional development activities. The district-wide reading coach will also provide coaching services to schools that do not have a fulltime site-based reading coach and will work directly with the reading teachers/coaches, to provide additional coaching services to teachers on the school site. The district-wide coach will help coordinate FAIR assessment trainings on school sites.

4 How will the district determine allocation of reading coaches based on the needs of schools?

Gadsden determines the allocation of coaches based on, but not limited to, the following school needs: the school's number of years not making AYP, the school's grade from the state of Florida, deficiencies in personnel, resources, funding, student enrollment, etc. All coaching assignments/transfers are pre-approved by the Superintendent and School Board of Gadsden County.

5 How will the district strongly encourage all principals and reading/literacy coaches to attend professional development opportunities including Just Read, Florida! summer professional development?

The district strongly encourages all principals and reading/literacy coaches to attend the Just Read, Florida! Leadership Conference when held and other professional development opportunities by notifying all K-12 principals and reading coaches of the dates, location, and registration information for the Just Read, Florida! (JRF) Leadership Conference. The district then directs all K-12 principals and at least one site-assigned coach per school to attend the JRF Leadership Conference and monitors the attendance through tracking of district leave forms and registration fees. The District assists attendees by dedicating district and/or grant funds to absorb their registration fee and to supplement their travel and/or per diem.

6 For a reading coach to be effective, the role of the coach must be clear to school administration, teachers, and the coach. The role of the coach is not to serve as an administrator, test coordinator, or to conduct bus/lunch duty (beyond duty service that is required of classroom teachers). Coaches are not resource teachers and should only be working with small groups of students when they are modeling for teachers. How will the district provide leadership and support in defining the role of the reading coach to school administration, teachers, and reading coaches?

The School Board of Gadsden County and the Superintendent provide leadership and support in defining the role of the reading coach to school administration, teachers, and reading coaches by directing school level administrators to ensure that the reading coach is not used as a reading resource teacher, a substitute, an administrator, or in any other capacity that takes the coach away from being a full time professional development resource in reading. The principal and assistant principal become more knowledgeable of the specific job responsibilities of the reading coaches during the State and/or District's Leadership Team meetings. Documentation in the reading coaches' logs filed online in the PMRN also reflect appropriate areas of responsibilities to support the K-12 Comprehensive Research-Based Reading Plan. Because of budget constraints the reading coach may also serve as a teacher providing intervention services for no more than one class period of the day. This class will serve as a model classroom that other teachers will continuously observe in. The previous number of schools receiving coaching services will continue to be served.

The principal and reading coach, in collaboration with the Director of Elementary Education, provide an in-service on Gadsden's K-12 Comprehensive Research-Based Reading Plan within the first three weeks of school. The presenters highlight the specifics of the plan to teachers. Additionally, they clarify the role of the reading coach and the responsibilities of the classroom teacher to support the reading initiative.

7 What portion of the coaches' time will be spent in each of these roles?

Whole Faculty PD	3
Small Group PD	5
Planning	5
Modeling Lessons	15
Coaching	20
Coach-Teacher Conferences	9
Student Assessment	10
Data Reporting	3
Data Analysis	7
Meetings	7
Knowledge Building	9
Managing Reading Materials	4

8 What are the requirements/qualifications to become a reading/literacy coach?

The qualifications for becoming a reading/literacy coach in Gadsden County are:

- (1) Bachelor's Degree from an accredited educational institution
- (2) K-12 Reading Certification and/or Reading Endorsement by the State of Florida
- (3) Three (3) years successful experience in teaching reading or language arts at the elementary or secondary level

All present coaches are either reading certified or endorsed. This will apply to any new coach that is hired.

9 What is the district's plan to support or maintain a reading coach cadre?

In regards to maintaining a reading coach cadre, Gadsden currently has an elementary reading coach cadre and a secondary reading coach cadre that meets monthly within the district and/or may quarterly network with other district coaches. Every reasonable effort is made to ensure that Gadsden's schools that received coaching services in the past will continue to receive services, and funding opportunities to sustain the district's reading coach cadre are continuously explored.

10.1 How will the district ensure that all coaches, regardless of their funding source are using the online reading coach's log on the PMRN?

Gadsden ensures that all coaches, regardless of their funding source are using the online coach's log on the PMRN by directing all school level administrators to inform each site-based coach that all coaching hours and activities must be recorded in the reading coach's online log in accordance with the online DOE/JRF/ FCRR reporting schedule. The on-line log is reviewed and monitored by the building principal. The district reading contact or designee also reviews the logs on a bi-weekly basis and notifies schools whose data may not be current. Copies of all logs are submitted to the appropriate district-level personnel.

10.2 How will the district use the information obtained from this log to impact student learning?

Gadsden uses the information obtained from the online coach's log to identify potential challenges and takes appropriate action to formulate and implement strategic steps targeted to positively impact student learning. Collaborative planning will include the various stakeholders at the school level and district level.

11 How will the district monitor the implementation and effectiveness of the coaching model and assure communication between the district, school administration, and the reading coach throughout the year to address areas of concern?

The district monitors the implementation and effectiveness of the coaching model and assures communication between the district, school administration, and the site-assigned reading coach continues throughout the year by conducting formal and informal observations, engaging in collaborative discussions, participating in meetings, and disseminating written communication. The district contact consults with the appropriate district level administrator and assists with securing the necessary resources to effectively implement the coaching model and the K-12 Comprehensive Reading Plan.

12 How will the district monitor the level of implementation of the K-12 Comprehensive Research-Based Reading Plan at the school and classroom level? **Please include an explanation of the data that will be collected, how it will be collected, and the frequency**

of review.

Gadsden monitors the level of implementation of the K-12 Comprehensive Research-Based Reading Plan at the school and classroom level by conducting fidelity checks at the school sites. Instructional lesson plans are formally reviewed for specific intervention and enrichment strategies. The building administrators engage in daily classroom visitations to ensure teachers are effectively implementing and complying with the district's reading plan. The reading coach will also monitor implementation on their assigned site. The district reading contact and/or the education director also monitor compliance through scheduled and unscheduled site visits during the school term.

- 13 According to s. 1011.67 (2), Florida Statute, each district school superintendent shall certify to the Commissioner of Education that the district school board has approved a comprehensive staff development plan that supports fidelity of implementation of instructional materials programs. The report shall include verification that training was provided and that the materials are being implemented as designed. Fidelity of implementation is of utmost importance when using research-based programs. The research evidence that most programs use to support the use of their program is based upon strict adherence to a particular model. Failure to utilize the programs under the same conditions as the original research will limit the success with the program.

When implementing both programmatic interventions and research-based strategies, it is extremely important to implement with fidelity. For programmatic interventions, this would include fidelity to both the time and class size recommendations that the publisher used in developing their evidence-base for the program. Given that there is no such thing as a "one size fits all" program, common sense and teacher judgment through analysis of formal and informal assessment should guide instructional adjustments to the program when it is determined that the desired effect may not be occurring for individual students.

How will the district ensure fidelity of implementation of all reading programs and strategies used at the school level and determine appropriate instructional adjustments?

Gadsden ensures fidelity of implementation of all reading programs and strategies used at the school level, and assists with determining appropriate instructional adjustments by conducting fidelity checks at the school sites. Instructional lesson plans are formally reviewed for specific intervention and enrichment strategies, as well as class size and length of the instructional period. The building administrators and reading coach(es) engage in daily classroom visitations to ensure teachers are effectively implementing and complying with the district's reading plan.

The district reading contact and/or the education directors also monitor compliance through scheduled and unscheduled site visits to ensure effective programmatic interventions and to participate in data-driven decisions that guide instructional adjustments. The publisher provides targeted professional development support during the school year with highly-trained consultants.

- 14.1 If it is determined that the K-12 Comprehensive Research-Based Reading Plan is not being implemented with fidelity, how will concerns be communicated?

If it is determined that the K-12 Comprehensive Research-Based Reading Plan is not being implemented with fidelity, concerns are addressed in several ways. First, Gadsden’s District Organizational Communication Reporting Chart provides a visual of the communication hierarchy. The district contact for Gadsden's K-12 CRP will communicate with the appropriate educational director. The educational director(s) will disseminate the information to the school-level administrators. The school-level administrators will share the information with the reading coach at their assigned sites. The site-assigned coaches will communicate with peer teachers and school-level administrators.

Secondly, a district resource person is assigned by the Assistant Superintendent to each school in need of improvement, focusing first on those schools with the greatest need(s). Specific technical assistance includes, but is not limited to, consulting with school administration to outline actions having the greatest likelihood of improving student achievement and recommending additional resources and/or professional development to address instructional challenges.

The district reading contact, building administrators, site-assigned reading coach and/or school level leadership teams form ad hoc committees to disaggregate and analyze the data and develop an action plan to address the identified needs. Copies of the plan are submitted to the education directors. The education directors consult with the superintendent and/or his designee regarding the performance of the school administrator(s) as the instructional leader (s) and as the facilitator(s) for implementing the Continuous Improvement Model (CIM) effectively. If schools are neither maintaining overall progress nor experiencing growth with their at-risk population, the Superintendent may assign new leadership at the school level with Board approval to achieve improvement or to remove the school from the “school improvement status”.

14.2 District Organizational Communication Reporting Chart

Reporting Chart

(This will open in a new browser)

15.1 How will the district ensure that all elementary schools have an uninterrupted reading block for core reading instruction and additional time for immediate intensive intervention (iii)?

The district ensures that all elementary schools have an uninterrupted reading block for core reading instruction and additional time for immediate intensive intervention (iii) by requiring that all elementary schools, including the participating charter school, use a minimum ninety-minute (90 minute) uninterrupted reading block. Each school's master schedule and assigned reading teachers' instructional schedules reflect classroom instruction in reading as a protected, uninterrupted 90 minute block of time. All reading instruction includes specific differentiated instructional strategies to address any identified deficiencies in the six reading components: phonemic awareness, phonics, fluency, vocabulary, oral reading and/or comprehension to ensure student success in reading.

In order to meet the reading needs of all at-risk student subgroups identified under No Child Left Behind using the Tier 1, 2, and 3 approach in statute, the district schools implement an instructional focus to address each of the performance Tiers and adhere to the Student Progression Plan criteria.

All elementary schools are required to implement a minimum of 90 minutes of uninterrupted protected reading instruction daily using the Imagine It! Program as the core reading program for proficient students, and Kaleidoscope for non-proficient students until they transition into the grade level core. In addition, the following strategies, as well as the progression plan requirements are implemented to meet student needs:

Interventions (i) Tier 1 (Below level, but never retained) may include CCRP Supplementary materials and the following strategies:

- _____ Reteaching/small group instruction within the protected reading block
- _____ Interactive learning activities with continuous monitoring and close proximity
- _____ Additional time on task outside the protected reading block
- _____ High expectations/encouragement for success
- _____ Third Grade Summer Reading Camp (taught by certified/endorsed/high-performing reading personnel)

Intensive Interventions (ii) Tier 2(Below level, but retained once) may include CCRP Intervention, PALS, Great Leaps, Kaleidoscope or other district-approved researched-based SRP/ IRP and the following strategies:

- _____ Comprehensive Reteaching/small group instruction skill deficiency specific
- _____ Additional 30 minutes of reading daily outside of the 90 minute protected block
- _____ Student progress continuously monitored and documented weekly
- _____ High expectations/encouragement for success
- _____ Summer Reading Camp (taught by certified/endorsed/high-performing reading personnel)

Immediate Intensive Interventions (iii) Tier 2/Tier 3 (Below level, retained once and is now retained to repeat same grade) may include CCRP Intervention materials, PALS, Great Leaps, Kaleidoscope, or another district-approved SRP/IRP, and the following strategies:

- _____ Comprehensive Reteaching; Direct differentiated instruction deficiency specific
- _____ Additional 20 minutes of reading three times per week outside of the 120 minutes
- _____ Student progress continuously monitored and documented bi-weekly
- _____ High expectations/encouragement for success

_____ Student Progression Portfolio maintained
_____ Summer Reading Camp (taught by certified/endorsed/high-performing reading personnel)

- 15.2 How will the district ensure extended intervention time is provided for disfluent students at the middle and high school level?

The district ensures extended intervention time is provided for disfluent students at the middle and high school level in the following ways: Level 1 and 2 students are served in an intensive reading class which is coded accordingly on student schedules in the computer; Disfluent (Level 1 and 2) students are also served in the Supplementary Education Services program; Content area teachers provide intervention using appropriate subject area materials and/or co-teaching model; and Gadsden is working in partnership with PAEC Migrant Program to assist with providing intervention strategies that support language services as well as fluency intervention for ESOL students.

There is also extended time during the school day allocated for disfluent students to receive additional intervention at the school levels. This is reflected in student schedules and extended skill-building opportunities (i.e., reading clubs, literacy activities, peer tutoring, et al).

A District team does a site visit at the beginning of the school year and confers with the principal and guidance counselor on which students are enrolled in the intensive classes. The principal and guidance counselor monitors the master schedule as well as individual student schedules in the computer to ensure students are enrolled in the appropriate classes. The principal does weekly classroom walkthroughs to assure students are receiving their intensive reading intervention.

- 16 How will the district facilitate improvement in and intensify interventions for schools that are not making academic improvements as determined by fidelity checks and student performance data?

The district facilitates improvements in schools that are not making academic improvements as determined by fidelity checks and student performance data. The education directors consult with the superintendent and/or his designee regarding the performance of the school administrator(s) as the instructional leader(s) and as the facilitator(s) for implementing the Continuous Improvement Model (CIM) effectively. If schools are neither maintaining overall progress nor experiencing growth with their at-risk population, the Superintendent may assign new leadership at the school level with School Board approval to achieve improvement or to remove the school from the "school improvement status".

- 17 How will the district train principals on Reading Walk Through strategies, including both reading intervention and content area as well as how to give feedback to teachers?

The Director of Professional Development has had workshops on using the resources of School Leaders.org and all principals have been registered in the program. Classroom walkthrough training is provided online through the School Leaders program. In addition, updates for WalkThrough training will be offered on an annual basis.

A primary focus of the WalkThrough Training for participants will be on monitoring the implementation of reading programs to ensure that all reading instruction is explicit, systematic, and that the programs are being implemented with fidelity.

- 18 How will the district and schools recruit and retain highly qualified reading teachers?

The district and schools recruit and retain highly qualified reading teachers as indicated below:

Recruitment: The district has an electronic Application Tracking System (ATS). Principals no longer need to travel to the district office to review paper applications. Each principal is able to view applications from any computer that accesses the Internet. This ATS system speeds up the eligible candidate pool and screening process. Next, the district has joined state efforts to recruit out of state teachers and recent education graduates.

Retention: Gadsden County continues to be among the lowest paid counties for teacher salaries. This involves creating a staffing plan that reflects SACS accreditation requirements, class size reduction requirements, and takes into consideration student counts at each school. All new teachers are assigned mentors to assist with concerns and provide support.

- 19 How and when will the district provide principals with the information contained in the K-12 Comprehensive Research-Based Reading Plan?

The Director of Elementary Education will facilitate training the principals with the information contained in the K-12 Comprehensive Research-Based Reading Plan during the first three weeks of school on an annual basis.

Leadership: School Level

- 1 How will principals strongly encourage all reading coaches to attend professional development opportunities including Just Read, Florida! summer professional development?

Principals inform the site-assigned reading coach that she must attend the Just Read, Florida! Leadership Conference and other professional development opportunities to comply with federal or state requirements. School level administrators also encourage attendance and professional development by offering site-based incentives.

All principals and assistant principals for curriculum attend district and state required "administrator" training(s) for the adopted reading programs. Participation and implementation of the trainings may be a portion of the administrator's individual professional development plan and/or annual performance appraisal.

Administrators solidify their ability to monitor and identify classroom teachers who are effectively implementing the reading program by applying assessment-driven knowledge and/or strategies as well as engaging in frequent walkthroughs.

- 2.1 The purpose of the Reading Leadership Team is to create capacity of reading knowledge within the school building and focus on areas of literacy concern across the school. The principal, reading coach, mentor reading teachers, content area teachers, and other principal appointees should serve on this team which should meet at least once a month. What process will the principal use to form and maintain a Reading Leadership Team?

Gadsden principals serve as the catalyst for implementing a school-level process to form and maintain an effective Reading Leadership Team. They create site-based calendars reflecting meeting dates and disseminate the information upon completion. The goal of the leadership team is a priority throughout the year.

The school-level process that principals will use to form and continue Reading Leadership Teams include principals annually:

- * Identifying model reading teachers and discipline area teachers at their sites prior to the third week of the school term
- * Identifying grade level or discipline chairpersons at their sites prior to the third week of the school term
- * Encouraging identified personnel to serve on the Reading Leadership Team through a voluntary and/or electoral process
- * Submitting a roster of their Reading Leadership Team to the appropriate educational director and to the district reading contact
- * Creating site-based calendars that reflect frequency of meeting dates, agenda, and prioritized needs
- * Maintaining attendance rosters, minutes, and/or photos supporting the Reading Leadership Team meetings at their sites

2.2 What role will the principal and coach play on the Reading Leadership Team?

The principal and reading coach will play an integral role on the Reading Leadership Team. They will be the key leaders for assuring that the team meets regularly and the items that will be on the agenda. These two people will also be the ones that will monitor to assure that everything is done as required.

2.3 How will the principal promote the Reading Leadership Team as an integral part of the school literacy reform process?

The principal will assure that monthly Reading Leadership Team meetings are held and minutes are recorded of each meeting. The principal will also monitor to assure that teachers are following through on requirements.

3 How will the principal ensure that the reading coach is not used as a reading resource teacher, a substitute, administrator, or in any other capacity that takes them away from being a full time professional development resource for teachers?

The principal ensures that the reading coach is not used as a reading resource teacher, a substitute, an administrator, or in any other capacity that takes the coach away from being a full time professional development resource in reading by becoming knowledgeable of the specific job responsibilities of the reading coaches during the state and/or District's Leadership Team meetings. Evidence of compliance is documented in the reading coaches' logs to reflect appropriate areas of responsibilities as defined in the district's reading coach job description. The data also supports the K-12 Comprehensive Research-Based Reading Plan and/or the Reading First Grant criteria.

4.1 How will the principal and reading coach collaborate to plan for professional development?

The principal and site-assigned reading coach will collaborate as follows to plan for professional development:

1. Collaborate monthly on classroom walkthroughs. Daily walkthroughs by the principal and weekly walkthroughs by the reading coach will indicate the need for additional CORE reading professional development as well as other types of reading training that is needed.
2. The principal and reading coach will analyze the Florida Assessment for Instruction in Reading (FAIR) and Progress Monitoring data to help determine needs.
3. Monthly FCAT mini-assessment results will be used to help determine some teacher needs.
4. The results of the needs assessment survey conducted during the first month of school will be used to help plan professional development for the year.
5. The principal and assistant principal will attend grade-level meetings to determine additional needs of teachers. Grade-level minutes will also reflect some needs of teachers.
6. Principals will encourage teachers to enroll in Reading Endorsement courses sponsored by the district.
7. The Reading Leadership Team will meet at least monthly to analyze data and make recommendations for professional development.

4.2 How will the principal provide professional development materials to support the reading coach?

The principal provides professional development materials to support the reading coach by allocating resources to secure materials supporting instruction, and by collaborating with the Director of Human Resources and Professional Development to ensure professional development opportunities at the school site are continuously offered to meet school level needs.

5.1 How will the principal ensure that the reading coach uses the online coach's log on the PMRN?

The principal ensures that the reading coach uses the online coach's log on the PMRN by directing all school level reading and/or literacy coaches to comply. All coaching hours and activities are recorded in the reading coach's online log in accordance with the online DOE/JRF/ FCRR reporting schedule. The on-line log is reviewed and monitored by the building principal continuously. The district reading contact and/or designee also monitors the logs on a bi-weekly basis and notifies schools whose data is not current. Copies of all logs are submitted to the appropriate district-level personnel.

5.2 How will the principal use the information obtained from the PMRN online reading coach's log to impact student learning?

Principals in Gadsden use the information obtained from this log to identify potential challenges and take appropriate action to formulate targeted interventions. After analyzing the data, strategic steps are implemented to positively impact student achievement.

6 How will the principal monitor teacher implementation of lesson plans?

The principal and assistant principal collect and monitor lesson plans from teachers on a weekly basis to ensure that plans address the time restraints, targeted reading components, differentiated instruction, appropriate interventions, enrichments, and that they are designed to directly increase the intensity as well as the effectiveness of classroom instruction. The lesson plans must directly align with the Sunshine State Standards by indicating which lesson is being taught with which standard.

If there is a need, school level administrators will conference with teachers to modify instructional plans. The principal develops a monthly classroom walkthrough schedule to include other administrators and reading the site-assigned coach to assure that each teacher is monitored on a monthly basis using a classroom walk-through form. The principal conducts either a formal or informal conference following the majority of the visits. The classroom walk-through forms are kept on file and used by the principal to help determine inservice needs of teachers.

The principal and assistant principal receive inservice training on how to do classroom walk-throughs on an annual basis.

7 How will the principal monitor collection and utilization of assessment data, including progress monitoring data, to determine intervention and support needs of students?

The principal collects and monitors assessment data for the school continuously in an effort to determine additional intervention and support services needed to improve overall school performance. Assessment tools are administered at the school level and include core curriculum assessments, district-adopted supplementary, intervention, and computer-assisted reading program assessments. The school's leadership team, reading coach, reading teacher and/or school level administrator strategically plan for reading instruction.

8.1 How will assessment data be communicated to and between teachers (Examples may include: data study teams, weekly grade level meetings, and vertical team meetings)?

Assessment data is communicated to and between teachers during data study teams, weekly grade level meetings, subject area meetings, and/or vertical team meetings. The principal disaggregates the data to target specific instructional areas of need for teachers and shares the results appropriately. Data collected from classroom observations and progress monitoring reports make it feasible to identify site-based reading teachers who are highly effective. Time is allotted for teachers to meet with the principal, assistant principal, reading coach, and/or the identified highly effective teacher(s) to develop instructional lesson plans/strategies, individual professional development plans, and/or participate in specific staff development activities that are aligned with the Sunshine State Standards and are data-driven.

Each school has an active assessment team to review, study, and utilize data to drive instruction. The site-assigned reading coach coordinate with district personnel to train new administrators and classroom teachers in the analysis of assessment results. Intervention and/or enrichment plans are designed to meet the instructional needs of students. School level administrators, reading coaches, and guidance counselors are continuously communicating assessment data and engaging in data analysis throughout the school.

8.2 How often will this occur?

Principals share the data at the school level with the appropriate faculty and/or staff members during leadership team meetings, department meetings, and other progress monitoring opportunities as deemed appropriate. Frequency of the data analysis sessions may vary from weekly to bi-weekly or according to school level needs.

- 9.1 Note that all instructional employees must have Individual Professional Development Plan (IPDP) goals that are a reflection of the goals in the School Improvement Plan (SIP) pursuant to s.1012.98, F.S. Since reading is a required SIP goal for Schools In Need of Improvement (SINI) and schools with a grade of F, all instructional employees in those schools are **strongly encouraged** to have a reading goal as one of the several goals in their IPDP.

Schools that are not SINI or did not earn a school grade of F develop their school's SIP goals through a needs assessment. Most schools have SIP goals related to reading and many districts require a reading goal in the SIP and in the IPDP even if the school has strong student performance in reading.

Though not mandated by the state, all instructional employees statewide are **strongly encouraged** to have a reading goal as one of the several goals in their IPDP.

Content area teachers who are not the teacher of record for reading may document the required specific student performance data through teacher observation, informal classroom quizzes and tests, or more formal assessments such as FCAT. For example, a science teacher may have a goal of improving science vocabulary (clearly a reading goal as well) that is documented by periodic classroom quizzes. Instructional employees must be provided with inservice to assist them in accomplishing their stated goals.

How will the principal, in collaboration with the instructional employee, target specific areas of professional development need based on assessment data and reflect those goals in the Individual Professional Development Plan (IPDP)?

The principal continues to analyze reading assessment data and provides assistance with intensifying interventions to appropriate teachers. The Individual Professional Development Plan (IPDP) of the teacher shall address school-wide achievement in reading and/or assigned students' achievement in reading. The IPDP also reflects specific strategies for successful implementation of the reading curriculum. Content area teachers who are not the teacher of record for reading are provided opportunities to document the required specific student performance data through teacher observation, informal classroom quizzes and tests, or more formal assessments such as FCAT.

If and/or when an instructional need is identified, the principal, reading coach and/or reading teacher collaboratively develop an intervention plan of action to assist the teacher. If there is no evidence of improvement, the principal and/or Superintendent may recommend personnel changes after collaboratively focusing on the data. Although the IPDP is not a formal evaluation tool, outcomes may be reflected in the performance evaluations based upon final analysis of the data.

- 9.2 How will the principal **differentiate** and intensify professional development for teachers based on progress monitoring data?

The principal intensifies targeted professional development for teachers based on progress monitoring data by continuing to analyze reading assessment data and providing assistive resources to intensify interventions to appropriate teachers based on the model in the following chart. If instructional personnel demonstrate little or no evidence of improvement, the principal and/or Superintendent may recommend personnel changes after collaboratively focusing on the data.

Intensity Model for Targeted Professional Development/Instructional Intervention:

(Effective/Low Risk) 3

Schools implementing CIM and making adequate progress

- Submit weekly lesson plans
- Site-assigned coaches mentor quarterly
- Administrators observe on monthly basis
- If there is a concern, additional support services are provided and corrective measures implemented

Minimum coaching support and scheduled demonstrations, as needed

(Average/Moderate Risk) 2

Schools maintaining progress, but “NOT” experiencing growth

- Submit weekly lesson plans
- Administrators observe on weekly basis
- Coaches mentor on a bi-weekly basis
- To aid the teacher(s) targeted, coaches and/or reading teachers will provide specific staff development, use feedback form and data analysis

One-on-one coaching as needed

Scheduled demonstrations

Specific staff development

(Below Average/High Risk) 1

Schools NOT maintaining progress: Extra coaching support

- Submit weekly lesson plans
- Administrators observe daily
- Provide assistance/improvement plan revisions
- Coaches conduct bi-weekly fidelity checks, meet weekly with targeted teacher(s) and the improvement and/or leadership team to monitor, analyze, and develop data-driven instructional plans

One-on-one coaching as needed

Specific staff development

Personnel Changes approved by the School Board

10 Mentor teachers, based on successful student data, should serve in the capacity of model classroom teachers. A model classroom should only be used for demonstration purposes in the area of strength of the mentor teacher. There could possibly be a different model classroom for

different areas of reading instruction. How will the principal identify mentor teachers and establish model classrooms within the school?

The principal identifies model classrooms and appoints mentor/lead teachers within the school based on assessment data to reflect exemplary reading instruction in specific areas. Data collected from classroom observations makes it feasible to identify site-based reading teachers who are highly effective and can serve as mentors.

Mentor/Lead teachers are recognized as those instructors whose student assessment data in a specific area of reading is exemplary and supports their serving in the capacity as model classroom teachers because of their area(s) of strength. The mentor/lead teacher's model classroom is used for demonstration purposes in the identified area(s) of strength. Principals also collaborate with district level personnel and/or other school administrators in the district and/or outside the district to identify model classrooms for each of the six areas of reading, as well as the effective implementation of computer-assisted instructional programs.

- 11 How will the principal ensure that time is provided for teachers to meet **weekly** for professional development opportunities that include, but are not limited to grade group meetings, additional training, visiting model classrooms and one on one coaching sessions?

Principals ensure opportunities are available for instructors to observe the mentor/lead teacher(s) and/or the computer assisted instructional programs to identify instructional strategies that impact student learning and performance.

The principal also ensures that time is provided for teachers and the administrative staff to meet weekly for professional development opportunities that may include, but are not limited to grade group meetings, subject area meetings, additional implementation training, and one-on-one coaching sessions by providing at least one or more common planning periods for grade level teachers or subject area teachers in the school's master schedule. The principal utilizes the services of support personnel, certified substitutes, or special area teachers to provide release time for targeted teachers to attend scheduled sessions.

- 12.1 What process will be used by the principal to monitor implementation of the reading plan, including weekly classroom reading walkthroughs **conducted by administrators**?

The principal and assistant principal conduct weekly walk-through visits to monitor implementation and provide immediate feedback. The data collected is used to identify instructional challenges and appropriate staff development needs. The feedback form does not replace formal evaluations, but data collected may be considered for inclusion in performance evaluations.

- 12.2 How will follow up with feedback be provided **based on monitoring**?

Follow up with feedback is provided when teachers receive formal written feedback from the principal following the visits/observations. Informally written feedback is provided after each visitation from the assistant principal and/or reading coach along with suggestions, strategies, or staff development activities designed to strengthen instruction in reading and ensure program implementation with fidelity. The reading coach is not used as an administrator, instead the coach provides guidance, suggestions, and/or staff development to promote effective instruction.

- 13 How and when will the principal and reading/literacy coach (if applicable) provide teachers with the information contained in the K-12 Comprehensive Research-Based Reading Plan?

The principal and/or reading coach will provide an in-service on Gadsden's K-12 Comprehensive Research-Based Reading Plan during the first three weeks of school. The presenters clarify the specifics of the plan to teachers, emphasize the role of the site-assigned reading coach, and state the responsibilities of the classroom teacher. An agenda, minutes, and attendance sheet are maintained at each site.

14.1 How will the principal increase the amount of student reading inside and outside of school?

The principal increases the amount of student reading inside and outside of school by encouraging school-level personnel to use a variety of materials and strategies to build intrinsic motivation to promote reading. The extrinsically motivating materials are not to limit student access to text. Intrinsic motivation also evolves from topic interest since some learners are motivated by historical experiences or special interest topics. The principal also disseminates the "Superintendent's Summer Reading Wave" where the outcome requires students to read a targeted number of books and submit a book report upon return to school for the first homework credit. Overall, students are motivated differently based on their learning styles, instructional needs, and effective implementation of differentiated instructional strategies.

14.2 How will the principal increase media center circulation?

Principals have implemented an incentive program, Accelerated Reader by Renaissance Learning, to encourage independent reading as a means to increase Media Center circulation. Teachers are using other Renaissance Learning Products, STAR Early Literacy and STAR Reading programs to determine the students functional reading level or the zone of proximal development to determine book goals for each student. Students are given incentives each month upon reaching his/her goal. With Renaissance Place in place at all school sites, the district's Instructional Media Specialist will be able to centralize all of the Renaissance software. This will give the schools the ability to bridge all of the student performance data across schools, classrooms, grade levels, and subjects at any time. That way, teachers, principals, and other administrators will have the vital student performance data they need to dramatically accelerate learning in the area of reading. With the amount of incentives built-in, the principals will have the tools necessary to increase Media Center circulation tremendously.

15 How will principals establish themselves as literacy leaders in their schools? One way to ensure this is to include a reading goal in your School Improvement Plan although it may not be required.

Administrators establish themselves as literacy leaders at their schools by encouraging site-assigned coaches and instructional personnel to become more knowledgeable of effective reading instruction and by attending specific trainings offered by the research-based reading program consultants.

All principals and assistant principals for curriculum are required to attend “administrator” training(s) for the adopted reading programs annually. School level administrators are also strongly encouraged to pursue reading endorsement by completing the reading competency courses. Participation and implementation of the trainings may be a portion of the administrator’s individual professional development plan and/or annual performance appraisal.

The application of assessment-driven knowledge and/or strategies by the administrators solidifies their ability to monitor and identify classroom teachers who are effectively implementing the reading program.

Performance evaluations (principal, coach, teacher) are tied to student achievement in reading, and impact how the IPDP and evaluations are developmentally aligned. As the instructional leader of the school, the principal’s performance evaluation is tied to student achievement in reading based upon receiving an “effective” or “higher” rating in the following, but not limited to, job content indicator:

* Promoting and ensuring that student growth/achievement is continuously high and appropriate school-wide as indicated through teacher made tests, criterion and norm-referenced tests, portfolio assessment, documented parent interaction, and/or other appropriate district and/or required adopted curriculum standards.

* All school improvement plans must include a reading goal that is aligned with the district’s goal for improving reading.

Professional Development

- 1 Provide the district professional development schedule for ALL reading professional development, not just the professional development funded through the FEPF reading allocation, for the 2009-2010 school year through Chart A. This chart will be completed through the web based system. Repeat this process within the application as many times as necessary for each professional development offering in reading offered by your district. **ALL Reading Endorsement professional development offerings should be described in Chart A. Please address the Reading Endorsement professional development first in your charts.**

To create and edit all professional development charts for Chart A, please click the Chart A link below.

Please be sure to indicate whether you are accepting a previously approved chart or creating/revising a new chart by clicking the appropriate radio button on Chart A.

[Chart A](#)

(This will open in a new browser)

- 2 Does your district offer Content Area Reading Professional Development (CAR-PD) in at least one school?

All secondary reading coaches in Gadsden County have received CAR-PD training. Coaches will work closely with content area teachers to implement applicable strategies within their content courses.

- 3 Does your district offer Reading Endorsement for ESOL (REESOL)?

The Gadsden School District does not offer Reading Endorsement for ESOL.

4 Does your district conduct transcript reviews of college coursework for application towards the District Add-On Reading Endorsement?

The Gadsden School District does not conduct transcript reviews of college coursework for application towards the District Add-On Reading Endorsement.

5 Does your district provide a financial incentive for teachers who are working towards reading endorsement or completing it? If so, please explain.

The Gadsden School District does not provide a financial incentive for teachers who are working toward or completes reading endorsement.

6 Does your district offer a financial incentive for content area teachers who complete CAR-PD? If so, please explain.

The Gadsden School District does not offer a financial incentive for content area teachers who complete CAR-PD.

7 Please describe your district plan for providing professional development for the new Florida Assessments for Instruction in Reading. If your district will not move forward with the new assessment system for the 2009-10 school year, please respond with NA.

The Gadsden School District will provide Florida Assessments for Instruction in Reading (FAIR) to a minimum of two master trainers per site. The elementary master trainer sessions took place on Feb. 25, 2009, April 9, and 29, 2009. The fourth day of elementary and the secondary training took place on May 7, 2009.

Additional teachers will be trained as master trainers during the Reading First Professional Development Training to occur during the summer of 2009.

All other teachers that will be administering the FAIR assessment will participate in training at their school site on August 18, 2009 during pre-planning with the remaining training scheduled during October 2009. This training will be provided by an onsite certified master trainer.

Elementary Student Achievement and Instruction

All information provided in this section details how this district will meet the reading needs of all student subgroups identified under No Child Left Behind.

1 Each district will be given one school user log-in password so that each school may enter their own information into Chart C by using the web-based template. School users will need to enter this information for their school from February 4-March 7. Districts will be able to review and revise the school based information before submitting Chart C from March 8-March 31. School level users should select all adopted reading instructional materials from the lists provided and add any other materials in the text boxes. Information regarding materials specifically for ESE and ELL students should be listed in the text box labeled 'Other.' **To review and edit all school information for Chart C before submitting, please click the Chart C link below.**

[Chart C](#)

(This will open in a new browser)

2.1 Describe all research-based instructional materials used to provide reading instruction. Include a description of how they will be integrated into the overall instructional design

Comprehensive Core Reading Programs (CCRP): The CCRP correlates to all Reading and

Language Arts Sunshine State Standards and addresses the five areas of reading: phonological awareness, phonics, fluency, vocabulary, and comprehension. The CCRP is the tool used to provide initial and differentiated instruction and is used to expose and instruct students on grade level.

SRA Imagine It! Reading Program is the comprehensive core reading that is being implemented throughout the district at all elementary sites. This program correlates to all Reading and Language Arts Sunshine State Standards and addresses the six areas of reading: phonological awareness, phonics, fluency, vocabulary, oral language and comprehension. The CCRP, SRA Imagine It! Reading Program, is the tool used to provide initial and differentiated instruction and is used to expose and instruct students on grade level. Students also receive high-quality, explicit, and systematic instruction in the reading classroom by having at least a 90-minute block of uninterrupted time for reading instruction each day for proficient low-risk readers. The instructional plans include specific examples of Teacher-Led Activities and additional activities to support the six basic components of reading. An additional 30 to 60 minutes of intervention using the supplementary and/or intervention program materials may be scheduled to support differentiated instruction for moderate to at-risk students.

- 2.2 Supplemental Intervention Reading Programs (SIRP):** Supplemental Intervention Reading Programs are intended for flexible use as part of differentiated instruction or in more intensive interventions to meet student learning needs in specific areas (phonological awareness, phonics, fluency, vocabulary, and comprehension).

Great Leaps! and PALS are two of the intervention programs used for students in grades K-2. The District has adopted Literacy By Design to use as a Supplemental Intervention Reading Program. Additionally, the intervention programs are used as part of differentiated instruction or in more intensive interventions to meet student learning needs in specific areas (phonological awareness, phonics, fluency, vocabulary, oral language and comprehension).

The PALS program includes four of the six critical components of reading instruction. The Sounds and Words lessons are systematically designed and focus on phonemic awareness, phonics, and fluency. The Story Sharing aspect of Pals includes practice that increases fluency, such as repeated readings, and comprehension, as in Story Recall. It is believed that vocabulary may increase during pretend read due to the discussion of the story.

Great Leaps primary emphasis is fluency, with the assumption that comprehension will improve if the child becomes a more fluent reader. Phonics are practiced within a fluency context, but are not taught explicitly. Great Leaps stresses that increased fluency can produce broad benefits in reading ability, including improved grade-level reading scores and increased reading comprehension.

Harcourt Achieve's Literacy by Design is a complete literacy program that connects whole class, small group, and independent instruction through a common comprehension strategy. The program links literacy skills to standards-based science and social studies content through the use of fiction and nonfiction texts and themes. Instruction focuses on listening, speaking, reading, and writing within content-specific themes. There is a built-in acceleration system that allows teachers to differentiate instruction based on individual student needs.

- 2.3 Comprehensive Intervention Reading Programs (CIRP):** CIRPs are intended for students who are reading one or more years below grade level, and who are struggling with a broad range of reading skills. The instruction provided through these programs should accelerate growth in reading with the goal of returning students to grade level proficiency. CIRPs include instructional content based on the five essential components of reading instruction

(phonological awareness, phonics, fluency, vocabulary, and comprehension). CIRPs also provide more frequent assessments of student progress and more systematic review in order to ensure proper pacing of instruction and mastery of all instructional components.

SRA Kaleidoscope Comprehensive Intervention Reading Program is adopted by Gadsden and intended for use as the initial comprehensive intervention program for (grades 3-5) students functioning one or more grades below level. This program may be delivered during the 90-minute reading block and students are taught two Kaleidoscope lessons per day to transition them back into the grade level core text as soon as possible. There is an additional 30 minutes added to the 90-minute reading block for differentiated skill groups based upon needs that are identified during Kaleidoscope lessons and as a result of assessment data. This alternate core is to be used for a short term with the ultimate goal to place the struggling student back in the Comprehensive Core Reading Program with their peers as quickly as possible. The programmatic intervention materials that accompany the SRA Imagine It Reading Program are also used to provide interventions. Both are Gadsden's Comprehensive Intervention Reading Programs (CIRP) as identified in the Instructional Materials Chart and are intended for students who are reading one or more years below grade level, and who are struggling with a broad range of reading skills. The instruction provided through these programs is designed to accelerate growth in reading with the goal of returning students to grade level proficiency. Instruction for all students includes instructional content based on the six essential components of reading instruction (phonological awareness, phonics, fluency, vocabulary, oral reading and comprehension).

Close progress monitoring is done to assist students in moving back into the text using SuccessMaker computer monitoring, lesson and unit assessments from the program and other teacher developed assessments. Teachers are able to include specific examples of Teacher-led Activities and additional activities to provide more frequent assessments of student progress and monitor instructional pacing and/or group size for instructional effectiveness more frequently. The curriculum may be modified so students can receive extended reading instruction during the regular day to address their instructional needs.

- 2.4 **Educational technology:** Educational technology is intended for additional support in reading. Educational technology without a teacher-led instructional component should be listed and described here. Educational technology must supplement and not supplant instruction by a highly qualified instructor. Educational technology that has an instructional component should be listed and described under either Supplemental Intervention Reading Programs or Comprehensive Intervention Reading Programs, as applicable.

All Gadsden County elementary school students will have access to educational technology for supplementary support in the area of reading. The Florida Department of Education provides free access to online educational programs that are designed to enhance reading knowledge, such as: Florida Achieves/Focus and FCAT Explorer. All elementary schools within the district have the Pearson Educational Technologies' SuccessMaker software program loaded onto their servers for use by all students. These programs are designed to supplement and reinforce skills taught in the classroom, as well as, provide enrichment for higher achieving students. The computer-assisted programs will be used as a scheduled distributive model and/or lab session for all students. Teachers will either accompany the students to the lab sessions and/or observe students' performance in the distributive classroom model for a minimum of four days per week for at least 20 minutes each day. Weekly reports will be run and analyzed by the lab manager to assist teachers with ongoing data analysis and effective planning. Students are given opportunities during the school day and after school to practice deficient areas in reading using these programs.

All schools within the district have access to Renaissance Learning's Accelerated Reader. The program is designed to instill a love for reading in all students. Schools provide incentives to students meeting or exceeding their goals each month. The program provides teachers with the ability to monitor the daily progress of students in reading, while helping them to become life-long learners - readers.

- 3 Schools must diagnose specific reading difficulties of students who do not meet specific levels of performance as determined by the district school board in reading to determine the nature of the student's difficulty and strategies for appropriate intervention and instruction.

Create an Assessment/Curriculum Decision Tree (Chart D1) to demonstrate how assessment data from progress monitoring and other forms of assessment will be used to determine specific reading instructional needs and interventions for students in grades K-2.

The chart must include:

- Name of assessment(s)
- Targeted audience
- Performance benchmark used for decision-making
- Assessment/curriculum connection
- An explanation of how instruction will be modified for students who have not responded to a specific reading intervention delivered with fidelity with the initial intensity (time and group size) provided.

**There are two possible samples for the Assessment/Curriculum Decision Tree located in the Appendix. The existing K-3 Assessment/Curriculum Decision Tree sample will continue to be provided. There is an additional sample provided which is driven by the K-2 Florida Assessments for Instruction in Reading. Either sample can be utilized based upon the assessments administered within your district. District contacts will create and upload Chart D1 using the link provided within this section online.*

[Chart D1 - Elementary Assessment Curriculum Decision Tree](#)

(This will open in a new browser)

- 4 Schools must diagnose specific reading difficulties of students scoring at Level 1 and Level 2 on FCAT Reading to determine the nature of the student's difficulty and strategies for appropriate intervention and instruction.

Create an Assessment/Curriculum Decision Tree (Chart D2) to demonstrate how assessment data from progress monitoring and other forms of assessment will be used to determine specific reading instructional needs and interventions for students in grades 3-5(6).

The chart must include:

- Name of assessment(s)
- Targeted audience
- Performance benchmark used for decision-making
- Assessment/curriculum connection
- An explanation of how instruction will be modified for students who have not responded to a specific reading intervention delivered with fidelity with the initial intensity (time and group size) provided.

**There are two samples for the Assessment/Curriculum Decision Tree located in the Appendix. The existing 4-5(6) Assessment/Curriculum Decision Tree sample will continue to be provided. There is an additional sample provided which is driven by the 3-5 Florida Assessments for Instruction in Reading. Either sample can be utilized based upon the assessments administered within your district. District contacts will create and upload Chart D2 using the link provided within this section online.*

[Chart D2 - Elementary Assessment Curriculum Decision Tree](#)

(This will open in a new browser)

- 5.1 How will all students receive high-quality, explicit, and systematic reading instruction according to their needs during the 90 minute uninterrupted reading block? (Refer to the following website: <http://www.justreadflorida.com/educators.asp>). If districts are choosing to implement the flexibility options regarding the 90 minute reading block provided in the introduction to this section, please include a description of implementation of these options here.

Students receive high-quality, explicit, and systematic instruction in the reading classroom from implementation of the core reading program, SRA Imagine It!. This program provides well organized and systematic explicit instruction in the critical areas of reading and provides opportunities for appropriate practice to ensure student success. The core program acts as an important scaffold and guides teacher behaviors so they will be consistent with the principles of effective instruction. Students also receive high-quality, explicit, and systematic instruction in the reading classroom by having at least a 90-minute block of uninterrupted time for reading instruction each day for proficient low-risk readers. All students, with the exception of those participating in the Flexibility Core Reading Option (FCRO) at Gadsden Elementary Magnet School will receive a protected 90-minute minimum reading block. The FCRO participants should receive no less than a 45-minute protected reading block with instruction designed to reflect a high interest, interactive reading curriculum that is balanced and addresses student needs to solidify successful reading skills.

The instructional plans include specific examples of Teacher-led Activities and additional activities to support the six basic components of reading. An additional 30 to 60 minutes of intervention using the supplementary and/or intervention program materials may be scheduled to support differentiated instruction for moderate to at-risk students. Proficient students may be provided enrichment opportunities using authentic assessments and/or project-based learning activities.

During the ninety minutes of initial reading instruction, all of the grade level students are using the core reading program, SRA Imagine It. Schools have the option for students performing below level to initially be taught two lessons daily using Kaleidoscope, a researched-based CIRP for the 90-minute block, to accelerate their transition back to the grade level textbook or a daily period for the CIRP Kaleidoscope program after instruction in the core reading program. Students will be exposed to grade-level text through explicit read alouds. Instruction for all students is systematic and explicit using the six components of reading: phonemic awareness, phonics, fluency, vocabulary, oral language and comprehension. The instructional plans include specific examples of Teacher-led Activities and additional activities to support the six basic components of reading while teachers monitor group size for instructional effectiveness, as well as length of time for targeted instruction. The curriculum may be modified so students can receive extended reading instruction during the regular day.

Teachers organize the reading block by ensuring that students are academically engaged and that all instructional needs are addressed. Administrators, reading coaches, and coordinators ensure that teachers and students are accountable for the reading improvement via the teaching and learning process. Teachers provide instructional delivery models that are inclusive of whole group and allow opportunities for differentiated instructional activities to meet the needs of all students.

The following “Flexibility Core Reading Program Option” may be approved for implementation by the appropriate education director at the beginning of the school term: Gadsden schools earning a state grade of “A” or “B” and meeting the adequate yearly progress (AYP) proficiency targets in reading for all subgroups and having at least 90% of students meeting high standards may request to use the “Flexibility Core Reading Program Option” prior to the beginning of the new school term for fourth and fifth grade students scoring at Level 4 and 5 on the FCAT Reading Assessment.

“Flexibility Core Reading Program Option” Program Structure: School-level administrators

will ensure that fourth and fifth grade teachers and students are accountable for reading progress when implementing the “flexibility option”. Reading instruction is not required to occur within a protected 90-minute reading block, but the district-approved core reading program must be implemented with fidelity. The instructional time for reading must be a daily protected period of instruction and should not be less than a 45-minute class period. Schools participating in this option shall require teachers to organize the reading block so that Level 4 and 5 fourth and fifth grade students are academically and actively engaged in the learning process at all times and ensure that all instructional needs are addressed. During the forty-five minutes of initial reading instruction, eligible students may receive instruction using the next grade level core reading text, which is currently SRA Imagine It! or may opt to use a variety of reading materials that are rich in content. (i.e. newspaper, fiction, non-fiction authentic literature, genre, etc.) Instruction will be systematic and explicit reinforcing the six components of reading. In addition, teachers and administrators will monitor group size for instructional effectiveness, as well as length of time for targeted instruction to assure reading mastery. Teachers must also provide a variety of instructional delivery models that target students’ needs. Additionally, students demonstrating proficiency in reading must be provided opportunities to engage in enrichment, project-based learning activities that support the six components of reading and that reflect student mastery.

Results of on-site visits and the progress monitoring tools (i.e. Florida Assessment for Instruction in Reading (FAIR), core program assessments, state/district assessments, alternative student assessments) will be used to evaluate the effectiveness of schools implementing the flexibility model with fourth and fifth grade students. Continuation for implementing the flexibility option is not automatic. Each school administrator must submit a request to implement and/or to continue the “flexibility option” annually prior to the first week of school. Each school submitting a request must meet all of the “flexibility option” criteria in order to be eligible for approval by the education director. If a school fails to demonstrate growth and/or maintain proficiency during the school year, the education director may require the school principal to revert to the district-wide protected 90-minute reading block model as an intervention to ensure instructional effectiveness.

5.2 How will students targeted for immediate intensive intervention receive services?

Students targeted for immediate intensive intervention receive differentiated instruction in the regular classroom using strategies such as: small group instruction, reduced teacher-student ratios; more frequent progress monitoring, tutoring, mentoring; transitional classes (Bridge), extended school day or year, and/or extended reading instruction during the school day.

Results of the progress monitoring (i.e. Florida Assessment for Instruction in Reading (FAIR), core program assessments, state/district assessments) are used to determine which students are intensive (iii) and need additional intensive support. For students in need of immediate intensive intervention (iii), the schools ensure the instructional services and support address the identified area(s) of reading deficiency of the student during the 90-minute reading block and the additional 30 minute intervention block.

5.3 How will reading instruction be designed to intrinsically motivate students to become successful readers?

Reading instruction designed to intrinsically motivate students to become successful readers is a priority. School level personnel are encouraged to use a variety of materials and strategies to build intrinsic motivation to promote reading, but the extrinsically motivating materials shall not limit student access to text. Materials selected for intrinsic motivation may include, but not be limited to a variety of reading materials such as: genres, classroom libraries, authentic literature, prose, fiction, non-fiction, and informational text to aide with empowering students and showing them that they have control over their reading performance. Students may also be intrinsically motivated through site-based initiatives, such as increased opportunities for pleasure reading, literacy clubs, family reading nights, etc.

In essence, since students are motivated differently based on their learning styles and effective implementation of differentiated instructional strategies, intrinsic motivation shall evolve from topic interest because some learners are motivated by historical experiences in comparison to special interest topics. All efforts of intrinsic motivation are primarily influenced by students' personal expectations of success and the teacher's goal to empower each student to believe that becoming a successful reader is possible and also attainable by establishing an expectancy of success and establishing specific criteria based on student needs that will intrinsically challenge and/or motivate students.

- 6.1 How will teachers provide student access to leveled classroom libraries of both fiction and nonfiction text focused on content area concepts implemented during the 90 minute reading block as a **meaningful** extension of **the** skills taught through the core reading program?

Gadsden's teachers provide student access to leveled classroom libraries of both fiction and nonfiction text focusing on content area concepts implemented during the 90 minute reading block as an extension of skills taught through the core reading program by embedding authentic stories during the "workshop" component of the SRA Imagine It! curriculum. By using the Pre-Decodable and Decodable Books, teachers provide students with an opportunity to apply the skills through independent practice. As a result, students increase their opportunities to become fluent readers as they read the anthologies and/or leveled readers.

- 6.2 How will these classroom libraries be utilized?

The Reading Classroom Library and Bibliography trade books are used to provide leveled readers for students so they may continue to engage in reading practice.

Students will be provided opportunities to utilize classroom libraries before, during, and after school. Teachers will establish flexible time for students to use the classroom libraries to promote a love for reading. Classroom libraries will be made available for student use during scheduled and unscheduled reading activities, literacy centers, small group instruction, and differentiated instruction, including paired reading.

- 6.3 How will books be leveled?

Reading books are leveled by the publishers to support the adopted core program and by the publisher of the Accelerated Reader Program.

Additionally, books are leveled in a collaborative process by members of the Reading Leadership Teams and teachers. The process involves team members analyzing the following when leveling non CCRP reading material: letter size, spacing, page format, language patterns and structure, predictability, genre, text content, vocabulary, and illustrations.

- 6.4 How will teachers match students with the appropriate level of text?

Teachers match students with appropriate material. As a result, each grade level utilizes trade books, also known as leveled readers, and teachers specifically select material to meet the different reading levels/needs of each student based on informal and formal assessment student progress monitoring data. Since the leveled readers are categorized as follows: Easy—trade books that may be at least one year below grade level, Average—trade books that are on grade level, and Advanced—trade books that are at least one grade level above, teachers administer CCRP and other district-approved diagnostic assessments to consistently and continuously monitor students performance. Finally, principals ensure that classrooms are arranged to provide learning/ literacy centers that students can readily access independently or in small groups.

- 7 How will all content area teachers incorporate reading and literacy instruction into subject areas to extend and build discussions of text in order to deepen understanding? Include a description of the utilization of leveled classroom libraries and independent reading practice.

All content area teachers incorporate reading and literacy instruction into subject areas by utilizing appropriate text to provide students opportunities to practice oral, silent, and sustained reading skills. Content area teachers integrate reading and literacy materials in their weekly instructional plans in an effort to reintroduce or to familiarize students with reading selections that they can authentically demonstrate successful comprehension of the text. Teachers continue to engage students in guided instructional activities that address comprehension strategies before, during, and after reading through explicit modeling (Think Alouds), practice in appropriate instructional texts, and immediate oral and/or written feedback. Teachers may also use leveled reading materials and classroom libraries to implement strategies that focus on mastering content-area concepts so that struggling students see and hear the kinds of questions successful readers ask themselves. Teachers provide guidance in identifying and recognizing text features that are particular to the kinds of books and resources utilized in the content area classroom. To ensure the effectiveness of the strategies, the teacher and coach work collaboratively to determine students' instructional reading levels, and ensure that text assigned is appropriate for the student. If the material is appropriate, teachers may extend meaning by facilitating students' successful reading of new or unfamiliar text.

- 8 How will writing be incorporated into the 90 minute reading block as an aid to comprehension? *Instruction in the writing process should not **take place** during the 90 minute reading block.

Each school incorporates writing across the curriculum as an aid to comprehension before, during, and after CCRP story selection in the following ways: Question/Concept Board activities before reading—with predictions. During reading, writing is incorporated via language and Writer's Workshop. After reading, teachers incorporate writing through chapter reflections, examinations, and/or extended responses. *Instruction in the writing process will not be during the 90 minute reading block.

- 9.1 The district and school site designees for the Third Grade Summer Reading Camp must create a reading camp schedule that facilitates intensive reading intervention for all third grade students scoring a Level 1 on FCAT. The plans for the Third Grade Summer Reading Camps are due **Monday, March 31, 2009** for the Just Read, Florida! Office to review and provide feedback by **Friday, April 6, 2009**. For more guidance on Third Grade Summer Reading Camps and to submit the district's Summer Reading Camp Plan, visit <http://www.justreadflorida.com/camps/>.

What before, after, and summer school reading activities, excluding the required Third Grade Summer Reading Camp, will be utilized (include mentoring and tutoring activities)?

The before, after, and summer school reading activities, excluding the required Third Grade Summer Reading Camp, utilized in Gadsden includes enhanced mentoring and tutoring activities. More specifically, schools use district-approved supplementary core and/or non-core reading materials provided by the reading coaches to assist with offering effective tutoring, mentoring, and/or enriching programs before, after, and beyond the school day. Throughout the district, 21st Century After-school and Summer School Tutorials and/or Supplemental Educational Services' tutorials are held at several sites during the school year.

Gadsden continues to utilize the services of its Faith-based Organization and state-approved SES providers to provide site-based and community-based mentoring and tutoring support to students throughout the district. These faith-based organizations and providers are actively involved before, during, and/or after school with a variety of activities to assist students with becoming proficient readers. They have also planned structured mentoring and/or tutoring activities during the summer under the guidance of the District's Community and Parent Involvement Coordinator.

The District's Exceptional Student Education Department always has an extended school year that allows students whose IEP indicates to attend. The Migrant Education Office provides summer school for our ESOL, homeless and migrant students. The summer program provides intensive language instruction that targets vocabulary. The instruction is focused on building FCAT preparation, reading, writing and language. One main focus during our summer programs is improving students reading skills.

All students are encouraged to complete a summer reading assignment that includes a book report/review activity to submit during the first week of returning to school. Another strategy includes involving and/or training parents to assist their child with building and maintaining success as a proficient reader through models such as "Families Building Better Readers" , the district's "Ride the Reading Wave" summer challenge, regular visits to the public library, and utilizing the Bookmobile.

9.2 How will before, after, and summer school activities be linked to the reading instruction taking place during the school day?

Before, after, and summer school activities are linked to the reading instruction occurring during the school day as evidenced by securing appropriate resources linked to supporting classroom reading instruction at the elementary sites. Principals ensure that classrooms are arranged to provide learning/literacy centers that students can readily access independently or in small groups during the school day. All students receive focused instruction that addresses individual needs and is grounded in the Sunshine State Standards. Enrichment and intervention materials are shared among the school, home, and community to assist with providing focused instruction targeting student needs.

Teachers actively engage students in read alouds, before reading, during reading, and after reading literature activities when conducting before school, during school, and after school reading instruction. Additionally, published and unpublished author visits during school and after school are secured in order to make instruction more meaningful. The School-to-Home Connection is strengthened by the Book It! Program, Book Clubs, The Gadsden County Bookmobile, literature circles, thematic units and other additional strategies targeted at integrating authentic literature into the reading program beyond the school day, especially during the summer. Student skill packets to improve and/or reinforce reading instruction are also disseminated at various sites for use in either before, during, after, or summer school sessions.

9.3 How is student eligibility determined for these activities?

The students allowed to participate in the before and after school tutoring programs are prioritized based on FCAT results with students scoring Level 1 given first choice and the primary level students scoring in the bottom quartile on the District administered norm reference test (SAT 10) are allowed to enroll first from the primary grades. However, all third grade students scoring Level 1 are allowed to attend the Third Grade Summer Reading Camp during the summer. Exceptional Education students whose IEP reflect a need for services during the summer months are invited to attend the extended school program.

Teachers can utilize observations and administer assessments to make additional recommendations of students to participate in the before and after-school programs.

10.1 Which assessments are administered to determine reading instructional needs for the following students:

Non-English speaking ELL students?

Non-English speaking ELL students are administered the Comprehensive English Language Learning Assessment to determine reading instructional needs and help measure reading growth.

10.2 Students with severe speech/auditory impairments?

Students with the severe speech/auditory impairments receive the same diagnostic assessment as "regular education students."

10.3 Students with severe vision impairments?

Students with severe vision impairments are administered the same assessments used with regular education students along with the assistance of ocular instruments.

Middle School Student Achievement and Instruction

All information provided in this section details how this district will meet the reading needs of all student subgroups identified under No Child Left Behind.

1 Each district will be given one school user log-in password so that each school may enter their own information into Chart F by using the web-based template. School users will need to enter this information for their school from February 4-March 7. Districts will be able to review and revise the school based information before submitting Chart F from March 8-March 31. School level users should select all adopted reading instructional materials from the lists provided and add any other materials in the text boxes. Information regarding materials specifically for ESE and ELL students should be listed in the text box labeled 'Other.' **To review and edit all school information for Chart F before submitting, please click the Chart F link below.**

[Chart F](#)

(This will open in a new browser)

2.1 Describe all research-based instructional materials used to provide reading instruction. Include a description of how they will be integrated into the overall instructional plan.

Developmental Reading Programs: The goal of a developmental reading program is to provide a variety of methods and materials to develop strategies and critical thinking skills in reading **for students who are reading on and above grade level and enrolled in reading courses** which may be transferred to content courses across the curriculum. The skills and strategies taught should align with Sunshine State Standards for Reading at the appropriate grade level, specifically those benchmarks which are assessed by the Florida Comprehensive Assessment Test (FCAT).

To ensure that all reading resources are fully dedicated to the achievement of reading mastery, a district wide reading program will comprise the most effective instructional resources that consist of a research-based core reading program, supplemental and intervention programs, as well as educational software. The Language of Literature will be used as a core program in all district middle schools with the exception of the charter school. This program ensures that all students succeed. The comprehensive program offers high-quality literature selections supported by skills instruction and practices that address the Sunshine State Standards. All teachers of language arts and reading will be provided on-going training in the use of the core program and the integration of program based instruction, so that alignment achieves the desired outcomes. All middle school students in the district that scored at proficiency on the FCAT are enrolled in an advanced reading course and/or language arts course.

2.2 Comprehensive Intervention Reading Programs (CIRP): A Comprehensive Intervention Reading Program is defined as a stand-alone program providing instruction in multiple areas of reading. The instruction provided through these programs should accelerate growth in reading with the goal of returning students to grade level proficiency. The skills and strategies taught should align with Sunshine State Standards for Reading at the appropriate grade level, specifically those benchmarks which are assessed by the Florida Comprehensive Assessment Test (FCAT). Middle school students are required to read extensively and comprehend rigorous text in specific subject areas such as government, science, and literature. Higher level thinking skills that require comprehension of challenging concepts and processes are required in specific subject areas such as geometry, history, and physical science. For many students in grades 6-8, success in subject area courses is contingent upon intensive reading intervention of content area vocabulary and concepts.

READ 180 will be used with students identified as Level One and Level Two readers throughout the district's middle level of education. This program will be instructed by Florida endorsed Reading Instructors or those who are working toward such certification. Skills and strategies taught will be aligned with Sunshine State Standards for reading at the appropriate grade level. Students will learn a variety of key concepts, skills and strategies to manage more complex literature.

2.3 Supplemental Intervention Reading Programs (SIRP): Supplemental Intervention Reading Programs provide instruction in one or more areas of reading skill. They are intended for flexible use as part of differentiated instruction or more intensive interventions to meet student learning needs in specific areas (phonological awareness, phonics, fluency, vocabulary, and comprehension). They may be used with almost all students in the class because the Comprehensive Intervention Reading Program (CIRP) does not provide enough instruction and practice in a given area for the majority of the students in the class or to provide targeted, intensive interventions for smaller groups of struggling readers. These programs provide targeted instruction designed to fill in gaps in student knowledge or skill. These programs can be used to provide either additional instruction, additional practice, or both. **Test preparation materials and educational technology without a teacher-led instructional component should not be listed in this category.**

Some supplemental research-based reading programs being used will include, but not be limited to, SRA Corrective Reading, Kaplan Reading and Word Skills. These programs are intended for flexible use as part of differentiated instruction or more intensive interventions to meet student learning needs in specific areas (phonological awareness, phonics, fluency, vocabulary, oral language and comprehension). Because the Comprehensive Intervention Reading Program does not provide enough instruction and practice in a given area for the majority of the students in the middle grade classroom, the supplemental intervention reading program will be used to provide targeted instruction and intensive interventions for smaller groups of struggling readers. These programs will be used to provide additional instruction, additional practice, or both.

- 2.4 **Educational technology:** Educational technology is intended for additional support in reading. Educational technology **without a teacher-led instructional component** should be listed and described here. Educational technology must supplement and not supplant instruction by a highly qualified instructor. Educational technology that has an instructional component should be listed and described under either Supplemental Intervention Reading Programs or Comprehensive Intervention Reading Programs as applicable.

All Gadsden County middle school students will have access to educational technology for supplementary support in the area of reading. The Florida Department of Education provides free access to online educational programs that are designed to enhance reading knowledge, such as: Florida Achieves/Focus and FCAT Explorer. Some middle schools within the district have the Pearson Educational Technologies' SuccessMaker software program loaded onto their servers for use by all students. These programs are designed to supplement and reinforce skills taught in the classroom, as well as, provide enrichment for higher achieving students. The computer-assisted programs will be used as a scheduled distributive model and/or lab session for all students. Teachers will either accompany the students to the lab sessions or observe students' performance in the distributive classroom model for a minimum of four days per week for at least 20 minutes each day. Weekly reports will be run and analyzed by the lab manager to assist teachers with ongoing data analysis and effective planning. Students are given opportunities during the school day and after school to practice deficient areas in reading using these programs. All schools within the district have access to Renaissance Learning's Accelerated Reader. The program is designed to instill a love for reading in all students. Schools provide incentives to students meeting or exceeding their goals each month. The program provides teachers with the ability to monitor the daily progress of students in reading, while helping them to become life-long learners - readers.

- 3 Section 1003.4156, Florida Statutes, requires middle school students who score at Level 1 on FCAT Reading to complete an intensive reading course. Those students who score at Level 2 must be placed in an intensive reading course or a content area reading intervention course.

Middle school students who score at Level 1 or Level 2 on FCAT Reading and have intervention needs in the areas of decoding and/or fluency must have an extended block of reading intervention. This may occur through a double block of intensive reading or by blocking together a class of "Intensive Reading" with another subject area class. This block of time must be taught by the same teacher. This teacher should be highly qualified to teach reading or working toward that status (pursuing the reading endorsement or reading certification) and classroom infrastructure (class size, materials, etc.) should be adequate to implement the intervention course.

This intervention course should include on a daily basis:

- whole group explicit instruction

- small group differentiated instruction
- independent reading practice monitored by the teacher
- infusion of SSS benchmarks specific to the subject area blocked with the intensive reading course (biology, world history, etc.)
- a focus on informational text at a ratio matching FCAT

Districts may serve fluent Level 2 students in content area classes through a content area reading intervention. Teachers of these classes must complete the 150 hour Content Area Reading Professional Development (CAR-PD) bundle or the Reading Endorsement and classroom infrastructure (class size, materials, etc.) should be adequate to implement the content area reading intervention course.

This intervention course should include on a daily basis:

- whole group explicit instruction
- small group differentiated instruction
- independent reading practice monitored by the teacher
- infusion of SSS benchmarks specific to the subject area (biology, world history, etc.)
- a focus on informational text at a ratio matching FCAT

Schools must progress monitor Level 1 and 2 students a minimum of three times per year. This should include a Baseline, Midyear, and End of the Year Assessment.

As a reminder, each struggling reader must be given the instruction that best fits his or her needs. Districts must establish criteria beyond FCAT for placing students into different levels of intensity for reading intervention classes. Examples include data from screenings, progress monitoring and diagnostic assessments already in use in the district, as well as teacher recommendation.

Additional guidelines for student placement in reading intervention can be found through using the Just Read, Florida! Student Reading Placement Chart at:
http://info.fl DOE.org/justread/educators/Secondary_Reading_Placement_Chart.pdf

End-of-year assessments should be used to determine specific areas of student reading difficulty and reading intervention placement.

Schools must diagnose specific reading deficiencies of students scoring at Level 1 and Level 2 on FCAT Reading. Although formal diagnostic assessments provide specific information about a student's reading deficiencies, many progress monitoring tools and informal teacher assessments can provide very similar information in a more efficient manner. The only reason to administer a formal diagnostic assessment to any student is to determine the specific deficit at hand so teachers can better inform instruction to meet student needs. The decision to deliver a formal diagnostic assessment should be the result of an in-depth conversation about student instructional and assessment needs by the teacher, reading coach, and reading specialist.

Complete an Assessment/Curriculum Decision Tree (Chart G) to demonstrate how assessment data from progress monitoring and other forms of assessment will be used to determine specific interventions for students at each grade level.

The chart must include:

- Name of assessment(s)
- Targeted audience
- Performance benchmark used for decision-making
- Assessment/curriculum connection
- An explanation of how your district will modify instruction for students who do not respond to specific reading intervention programs
- An explanation of how your district will ensure that students not making progress are placed in different reading intervention programs in subsequent years

Chart G - Middle School Assessment Curriculum Decision Tree

(This will open in a new browser)

- 4 Describe in detail the reading classroom (include all levels of intervention). Determinations for intensity of the remediation effort should be based on the most recent reliable and valid assessment data.

Students who score Level 3 and above on FCAT Reading will be scheduled into an Advanced Reading Class. This program provides instruction at or above grade level for students who are in need of enrichment. Students who score Level 1 or 2 on FCAT Reading AND are FLUENT according to Chart G will be scheduled into a Reading I course using READ 180 as needed to meet their needs in the area(s) of Vocabulary and/or Comprehension. Students who score Level 1 or 2 on FCAT Reading AND are DISFLUENT according to Chart G will be scheduled into an Intensive Reading course using READ 180 as needed to meet their needs in the area(s) of Fluency, Vocabulary, and Comprehension. These programs provide a research based framework for whole group instruction and differentiated small group instruction that align with the Florida Sunshine State Standards.

- 5.1 How will students be provided with access to authentic fiction and non-fiction texts representing a range of levels, interests, genres, and cultures within the reading program?

In classrooms where READ 180 is being implemented, the accompanying classroom libraries will be utilized. These classroom libraries will provide student access to authentic fiction and non-fiction texts and represent a range of levels, interests, genres, and cultures. In classrooms that are not using READ 180, teachers will work with the Reading Coach, Media Specialist, and Administrator to establish classroom libraries. In order to address the range of levels, interests, genres, and cultures, classroom libraries of 20-25 fictional and non-fictional titles are being placed in all English, Reading and Social Studies classrooms. As funding permits, titles will be purchased and placed in science and math classrooms.

Also, the District is in the process of reinvigorating its Accelerated Reader program, beginning with the Superintendent's Summer Reading Initiative.

- 5.2 How will daily independent reading practice, **monitored by the teacher**, be incorporated into all reading classrooms?

Observational notes, conference notes, or student portfolios will be used by the teacher to monitor and assess student progress in developing comprehension and fluency as well as an appreciation for authentic literature. Additionally, targeted professional development for all teachers in literacy development, with particular emphasis on integrating authentic literature into instruction, will help to effectively promote independent reading practice.

- 5.3 How will classroom libraries be utilized?

Classroom literacy centers will enhance and enrich reading instruction by providing students with a wide array of authentic literature. The literacy centers will offer students a variety of open-ended tasks to support reading instruction and may include print resources such as relevant leveled readers, journals, newspapers, magazines, and novels to promote mastery of comprehension and fluency. The literacy centers will support students' opportunities for reading independently or participating in a guided reading group. The centers will also allow students, when appropriate, to benefit from audio-assisted text so that they may follow written text.

5.4 How will the books be leveled?

At all times, formal and/or informal student assessment reading data will guide teachers in their determination of the scope and breadth of leveling text for their students. Reading levels of titles will be determined using a readability formula. Once the level of required instruction is determined, teachers will utilize the appropriate level of text for both small group and whole group instruction in an effort to expose students to various forms of literature and to engage them in authentic purposeful reading. Classroom teachers are also expected to effectively demonstrate incidental steps to becoming better readers through topic selection, use of words, and summarizing as a means of helping students incorporate such skills into their own independence.

5.5 How will teachers match students with the appropriate level of text?

The teacher will use progress monitoring data along with informal teacher observation data to monitor the appropriate level of text for individual students. Lexile levels will also be used to match students with texts in READ 180 classrooms.

6 How will all content area and elective teachers incorporate reading and literacy instruction into subject areas to extend and build discussions of text in order to deepen understanding? Include a description of the utilization of leveled classroom libraries and independent reading practice.

All Secondary Reading Coaches in Gadsden County have received CAR-PD. Coaches will work closely with content area teachers to implement applicable strategies within their content courses. Content teachers will work with the Reading Coach, Media Specialist, and Administrator to establish classroom libraries to be used in conjunction with their content curriculum.

7 How will writing be incorporated across the curriculum as an aid to comprehension?

Literacy emerges when reading and writing are fully integrated, and the knowledge of one process reinforces knowledge and practice of the other. Gadsden district secondary students need multiple opportunities to develop appropriate reading and writing strategies and to appreciate the interrelated qualities of both. All Secondary Reading Coaches in Gadsden County have received CAR-PD training. Coaches will work closely with teachers to implement applicable writing strategies across the curriculum.

8.1 What before, after, and summer school reading activities will be utilized (include mentoring and tutoring activities)?

The district will utilize research-based programs to enhance reading skills for students participating in before school, after school, Saturday tutorials and summer reading programs. Some activities that will be utilized are: 1) Gadsden District School's Summer Reading Challenge - Grade level reading selections available at every school media center and the county's public library. This individual program allows students to read appropriate grade-level books and submit an on-line written book report. 2) Just Read, Families - Grade level books to encourage students to continue to read. This program will be used to spark the interest of family and/or mentor reading. 3) For Teens, by Teens - Middle school students will be encouraged to participate in the program. This program will also allow students to share their recommendations of favorite book titles to read. It will be used for individual reading enhancement. 4) Accelerated Reader - This program will provide essential practice for the district's core reading program curriculum. It will give continuous feedback to personalize instruction for individual student success. 5) Classroom libraries - This is a wide variety of fiction and non-fiction varying grade-level classroom libraries that may be used individually or in group activities.

8.2 How will before school, after school, and summer school reading activities be linked to the reading instruction taking place during the school day?

Teachers will communicate and collaborate with program leaders/instructors so that instructional models and practices are seamlessly continued into the extended school day. Intensive instruction in extended day sessions is to be aligned with the CIM recommended focus calendars and will target remediation per individual student in identified areas.

8.3 How is student eligibility determined for these activities?

Eligibility will be determined by, but not limited to, the most recent FCAT data wherein the students scoring at the lowest levels will have first priority. Results of teacher administered reading assessments along with their observations may be used to recommend students for participation in before, after school and summer school reading activities.

9.1 Which assessments are administered to determine reading intervention placement for students with the following needs:

Non-English speaking ELL students?

The district coordinator for ELL administers the IDEA Aural-Oral assessment to all students who answer yes on the home language survey to any of the following question: Is there a language other than English spoken in the home, does the student speak a language other than English, and was the student's first language something other than English? If the test results indicate that the student is non-English speaking or limited English speaking, the student is placed in a developmental Language Arts class.

9.2 Students with severe speech/auditory impairments?

Students with severe speech/auditory impairments receive the same diagnostic assessments as "regular education students."

Students will be administered Florida Assessment for Instruction in Reading (FAIR).

9.3 Students with severe vision impairments?

Students with severe vision impairments are administered the same assessments used with "regular education students" along with the assistance of ocular instruments. Students will be administered Florida Assessment for Instruction in Reading (FAIR).

9.4 Students in grades 6 and above with no FCAT scores?

The teacher and/or Reading Coach will administer the Florida Assessment for Instruction in Reading (FAIR) and work together to determine appropriate placement based on those scores. Teachers will use the program assessment test from the core reading program and Read 180.

High School Achievement and Instruction

All information provided in this section details how this district will meet the reading needs of all student subgroups identified under No Child Left Behind.

1 Each district will be given one school user log-in password so that each school may enter their own information into Chart I by using the web-based template. School users will need to enter this information for their school from February 4-March 7. Districts will be able to review and revise the school based information before submitting Chart I from March 8-March 31. School level users should select all adopted reading instructional materials from the lists provided and add any other materials in the text boxes. Information regarding materials specifically for ESE and ELL students should be listed in the text box labeled 'Other.' **To review and edit all school information for Chart I before submitting, please click the Chart I link below.**

[Chart I](#)

(This will open in a new browser)

2.1 Describe all research-based instructional materials used to provide reading instruction. Include a description of how they will be integrated into the overall instructional plan.

Comprehensive Intervention Reading Programs (CIRP): A Comprehensive Intervention Reading Program is defined as a stand-alone program providing instruction in multiple areas of reading. The instruction provided through these programs should accelerate growth in reading with the goal of returning students to grade level proficiency. The skills and strategies taught should align with Sunshine State Standards for Reading at the appropriate grade level, specifically those benchmarks which are assessed by the Florida Comprehensive Assessment Test (FCAT). High school students are required to read extensively and comprehend rigorous text in specific subject areas such as government, science, and literature. Higher level thinking skills that require comprehension of challenging concepts and processes are required in specific subject areas such as geometry, history, and physical science. For many students within grades 9-12, success in subject area courses is contingent upon intensive reading intervention of content area vocabulary and concepts.

READ 180 is an intensive reading intervention program that helps teachers of less proficient students in grades 4-12 build reading skills for grade level proficiency, using technology, print, and professional development. The program directly addresses the individual needs of students through adaptive and instructional software, high-interest, authentic literature, and direct instruction in reading, writing, and vocabulary skills. Ten year study of Read 180 reveals the following strengths of this program: 1) research-based (best practices) comprehension instructional techniques are used, 2) repetitive and multiple exposures to vocabulary, 3) immediate corrective feedback for students, and 4) scaffolding and differentiated instruction is consistently provided throughout the program.

2.2 **Supplemental Intervention Reading Programs(SIRP):** Supplemental Intervention Reading Programs provide instruction in one or more areas of reading skill. They are intended for flexible use as part of differentiated instruction or more intensive interventions to meet student learning needs in specific areas (phonological awareness, phonics, fluency, vocabulary, and comprehension). They may be used with almost all students in the class because the Comprehensive Intervention Reading Program (CIRP) does not provide enough instruction and practice in a given area for the majority of the students in the class or to provide targeted,

intensive interventions for smaller groups of struggling readers. These programs provide targeted instruction designed to fill in gaps in student knowledge or skill. These programs can be used to provide either additional instruction, additional practice, or both. **Test preparation materials and educational technology without a teacher-led instructional component should not be listed in this category.**

Language of Literature, Reader's Handbook, Six Minute Solutions and other supplemental materials will provide an instructional platform for students needing additional support to improve phonics, fluency, vocabulary, and comprehension. Scaffolding, guided reading, independent reading and writing, and whole and small group instruction will build students' proficiency in reading.

- 2.3 **Educational technology:** Educational technology is intended for additional support in reading. Educational technology **without a teacher-led instructional component** should be listed and described here. Educational technology must supplement and not supplant instruction by a highly qualified instructor. Educational technology that has an instructional component should be listed and described under either Supplemental Intervention Reading Programs or Comprehensive Intervention Reading Programs as applicable.

All Gadsden County high school students will have access to educational technology for supplementary support in the area of reading. The Florida Department of Education provides students free access to online educational programs that are designed to enhance reading knowledge, such as: Florida Achieves/Focus and FCAT Explorer. These programs are designed to supplement and reinforce skills taught in the classroom, as well as, provide enrichment for higher achieving students. The computer-assisted programs will be used as a scheduled distributive model and/or lab session for all students. Teachers will either accompany the students to the lab sessions or observe students' performance in the distributive classroom model for a minimum of four days per week for at least 20 minutes each day. Weekly reports will be run and analyzed by the lab manager to assist teachers with ongoing data analysis and effective planning. Students are given opportunities during the school day and after-school to practice deficient areas in reading using these programs. All schools within the district have access to Renaissance Learning's Accelerated Reader. The program is designed to instill a love for reading in all students. Schools provide incentives to students meeting or exceeding their goals each month. The program provides teachers with the ability to monitor the daily progress of students in reading, while helping them to become life-long learners - readers.

- 3 Section 1003.428, Florida Statutes, requires high school students who score at Level 1 on FCAT Reading to complete an intensive reading course. Those students who score at Level 2 must be placed in an intensive reading course or a content area reading intervention course.

Passing scores on FCAT and concordant scores on other assessments may not be used to exempt students from required intervention. Districts may use flexibility to provide intervention to students in grades 11 and 12 who have met the graduation requirement (1926 on FCAT or concordant score).

High school students who score at Level 1 or Level 2 on FCAT Reading and who have intervention needs in the areas of decoding and/or fluency must have an extended block of reading intervention. This may occur through a double block of intensive reading or by blocking together a class of "Intensive Reading" with another subject area class. This block of time must be taught by the same teacher. This teacher should be highly qualified to teach reading or working toward that status (pursuing the reading endorsement or K-12 reading certification) and classroom infrastructure (class size, materials, etc.) should be adequate to implement the intervention course.

This reading intervention course should include on a daily basis:

- whole group explicit instruction
- small group differentiated instruction
- independent reading practice monitored by the teacher
- infusion of SSS benchmarks specific to the subject area blocked with the intensive reading course (biology, world history, etc.)
- a focus on informational text at a ratio matching FCAT

Districts may serve fluent Level 2 students in content area classes through a content area reading intervention. Teachers of these classes must complete the 150 hour Content Area Reading Professional Development (CAR-PD) bundle or the Reading Endorsement and classroom infrastructure (class size, materials, etc.) should be adequate to implement the content area reading intervention course.

This intervention course should include on a daily basis:

- whole group explicit instruction
- small group differentiated instruction
- independent reading practice monitored by the teacher
- infusion of SSS benchmarks specific to the subject area (biology, world history, etc.)
- a focus on informational text at a ratio matching FCAT

Schools must progress monitor Level 1 and 2 students a minimum of three times per year. This should include a Baseline, Midyear, and End of the Year Assessment.

As a reminder, each struggling reader must be given the instruction that best fits his or her needs. Districts must establish criteria beyond FCAT for placing students into different levels of intensity for reading intervention classes. Examples include data from screenings, progress monitoring and diagnostic assessments already in use in the district, as well as teacher recommendation.

Additional guidelines for student placement in reading intervention can be found through using the Just Read, Florida! Student Reading Placement Chart at:
http://info.fl DOE.org/justread/educators/Secondary_Reading_Placement_Chart.pdf
End-of-year assessments should be used to determine specific areas of student reading difficulty and reading intervention placement.

Schools must diagnose specific reading deficiencies of students scoring at Level 1 and Level 2 on FCAT Reading. Although formal diagnostic assessments provide specific information about a student's reading deficiencies, many progress monitoring tools and informal teacher assessments can provide very similar information in a more efficient manner. The only reason to administer a formal diagnostic assessment to any student is to determine the specific deficit at hand so teachers can better inform instruction to meet student needs. The decision to deliver a formal diagnostic assessment should be the result of an in-depth conversation about student instructional and assessment needs by the teacher, reading coach, and reading specialist.

Complete an Assessment/Curriculum Decision Tree (Chart J) to demonstrate how assessment data from progress monitoring and other forms of assessment will be used to determine specific interventions for students at each grade level.

The chart must include:

- Name of assessment(s)
- Targeted audience
- Performance benchmark used for decision-making
- Assessment/curriculum connection
- An explanation of how your district will modify instruction for students who do not respond to specific reading intervention programs
- An explanation of how your district will ensure that students not making progress are placed in different reading intervention programs in subsequent years

Chart J - High School Assessment Curriculum Decision Tree

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- 4 Describe in detail the reading classroom (include all levels of intervention) for students in grades 9-12. Determinations for intensity of the intervention effort should be based on the most recent reliable and valid assessment data. **Please be sure to address the reading intervention that your high schools will be providing for 11th and 12th grade students, including both those students who still need to meet the FCAT Reading graduation requirement and those students who have met the graduation requirement through an FCAT Reading score of 1926-2067 (Level 2) or through the use of concordant scores, keeping in mind that districts have great flexibility in how these juniors and seniors who have met the graduation requirement with a Level 2 score on FCAT Reading are served. These students may be served through reading courses, content area courses without a specific professional development requirement, or before or after school.**

Students who score Level 1 or 2 on FCAT Reading and are FLUENT according to Chart J will be scheduled into a Reading course using supplemental materials as needed to meet their needs in the area(s) of Vocabulary and/or Comprehension.

Students who score Level 1 or 2 on FCAT Reading AND are DISFLUENT according to Chart J will be scheduled into an Intensive Reading course using READ 180 and other supplemental materials to meet their needs in the area(s) of Fluency, Vocabulary, and/or Comprehension. These programs provide a research based framework for whole group instruction and differentiated small group instruction that align with the Florida Sunshine State Standards. 11th and 12th grade students who have not met the FCAT Reading graduation requirement will be placed into the Intensive Reading course described above. 11th and 12th grade students who have met the FCAT Reading graduation requirement through an FCAT Reading score of 1926-2067 (Level 2) or through the use of concordant scores will be placed into the Intensive Reading course described above; OR may receive Reading instruction through a content area/elective course with a teacher who is Reading certified or who is working toward that certification.)

- 5.1 How will students be provided with access to authentic fiction and non-fiction texts representing a range of levels, interests, genres, and cultures within the reading program?

In classrooms where READ 180 is being implemented, the accompanying classroom libraries will be utilized. These classroom libraries will provide student access to authentic fiction and non-fiction texts and represent a range of levels, interests, genres, and cultures. In classrooms that are not using READ 180, teachers will work with the Reading Coach, Media Specialist, and Administrator to establish classroom libraries.

- 5.2 How will daily independent reading practice, **monitored by the teacher**, be incorporated into all reading classrooms?

In classrooms where READ 180 is being utilized, daily independent reading is implemented as part of the daily program requirements. In classrooms that are not using READ 180, teachers will work with the Reading Coach and Media Specialist to identify appropriate reading materials for students to use during independent reading time, which will be part of their daily curriculum.

5.3 How will classroom libraries be utilized?

Teachers will be required to participate in professional development which addresses effective instructional practices that integrate the use of authentic literature; and how to arrange, utilize, and supply classroom libraries with appropriate literature based upon the instructional needs of each student. Specifically, Level 1 and Level 2 students will be provided frequent opportunities to experience authentic literature and to increase Comprehension and Fluency utilizing a wide variety of fiction and non-fiction texts.

5.4 How will the books be leveled?

Lexile levels, Accelerated Reader levels, and other research based readability practices will be used to determine the level texts being used.

5.5 How will teachers match students with the appropriate level of text?

Teachers will participate in professional development training that identifies instructional strategies and prescribes methods that are scientifically-based and proven effective for assisting teachers with matching students to the appropriate level of text. By using Informal Reading Inventories (IRIs) and diagnostic reading results, classroom teachers will be able to identify students' independent and instructional reading levels and to select appropriate levels of text.

6 How will all content area and elective teachers incorporate reading and literacy instruction into subject areas to extend and build discussions of text in order to deepen understanding? Include a description of the utilization of leveled classroom libraries and independent reading practice.

All Secondary Reading Coaches in Gadsden County have received CAR-PD training and will work closely with content area teachers to implement applicable strategies within their content courses. Content teachers will work with the Reading Coach, Media Specialist, and Administrator to establish classroom libraries to be used in conjunction with their content curriculum.

7 How will writing be incorporated across the curriculum as an aid to comprehension?

Literacy emerges when reading and writing are fully integrated, and the knowledge of one process reinforces knowledge and practice of the other. Gadsden district secondary students need multiple opportunities to develop appropriate reading and writing strategies and to appreciate the interrelated qualities of both. All Secondary Reading Coaches in Gadsden County have received CAR-PD training and will work closely with teachers to implement applicable writing strategies across the curriculum.

8.1 What before, after, and summer school reading activities will be utilized (include mentoring and tutoring activities)?

Student planning agendas, instructional focus calendars, and daily Sunshine State Standards skills are tools that will be used to structure and coordinate reading enhancement and enrichment during before-school, after-school, and Saturday-school programs for struggling, non-struggling, and ESOL/LEP readers. Students will be using the Merit Reading Program which allows for students to pace their own progress and periodic reports are provided to parents. Other district-approved resources will be used in concert with this program to enhance classroom instruction. These essential tools will help to provide extended-day instructors with information on student learning needs and a specific instructional focus. They will also receive guidance regarding methods of delivering tutorials with intervention strategies that aid targeted reading remediation that are taken from district approved core, supplemental, or intervention materials.

8.2 How will before school, after school, and summer school reading activities be linked to the reading instruction taking place during the school day?

The after-school programs (21st Century and the SES) will further all reading activities, and will use strategy-based instruction to assist student mastery of skills that are aligned with the data-driven school-wide focus. The regular reading teacher and after-school /before school teachers will collaborate on a regular basis to determine the additional reading instructional needs of students. The school's reading focus calendar will be developed based on an alignment of Reading SSS in regular reading instruction; as well as before/after school reading instruction. Students are required to read books during the summer from a selected District book list and complete book reports. These book reports may be used as the first language arts grade for the incoming school year.

8.3 How is student eligibility determined for these activities?

Eligibility will be determined by, but not limited to, the most recent FCAT data wherein the students scoring at the lowest levels will have first priority. Teacher administered assessments and observations may be used to recommend students for participation in before school, after school, and summer school reading activities.

9.1 Which assessments are administered to determine reading intervention placement for students with the following needs:

Non-English speaking ELL students?

The district coordinator for ELL administers the IDEA Aural-Oral assessment to all students who answer yes on the home language survey to any of the following questions: Is there a language other than English spoken in the home, does the student speak a language other than English, and was the student's first language something other than English? If the test results indicate that the student is non-English speaking or limited English speaking, the student is placed in a developmental Language Arts class.

9.2 Students with severe speech/auditory impairments?

Students with severe speech/auditory impairments receive the same diagnostic assessment as "regular education students." Students are administered the Florida Assessment for Instruction in Reading (FAIR).

9.3 Students with severe vision impairments?

Students with severe vision impairments are administered the same assessments used with "regular education students" along with the assistance of ocular instruments. Students are administered the Florida Assessment for Instruction in Reading (FAIR).

9.4 Students in grades 9 and above with no FCAT scores?

The teacher and/or Reading Coach will administer the Florida Assessment for Instruction in Reading (FAIR) and work together to determine appropriate placement based on these scores. Teachers will use the program assessment test from Read 180 and progress monitor for fluent students.

Professional Development Charts

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Thursday, July 30, 2009 1:30 PM
District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Reading Endorsement Competency 1 - Foundations of Language Cognition

Information about the delivery model:

Who will provide the professional development?

NEFEC (ADAPT)

Who is the targeted audience for the professional development?

All 6-8 teachers who teach Intensive Reading to level one students, instructional leaders, and elementary teachers (by request)

How will the professional development be delivered?

Online

What is the length of the professional development?

60 hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment

Other

Other

Other

Evidence of Scientific Basis

Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)

DOE Developed

Favorable Review by FCRR

Name of Researcher or Name of Scientific Study

Report of the National Reading Panel

Preventing Reading Difficulties in Young Children

University of Oregon (DIBELS)

USDOE Developed ~ Put Reading First

Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Thursday, July 30, 2009 1:31 PM
District : Gadsden
Professional Development in Reading

<input type="checkbox"/> Chart is Identical to Previous Approved Version <input checked="" type="checkbox"/> New or Revised Chart
Chart A: Grade Level
<input checked="" type="checkbox"/> Elementary School
<input checked="" type="checkbox"/> Middle School
<input checked="" type="checkbox"/> High School
Name of Professional Development:
Reading Endorsement Competency 1 - Foundations in Language Cognition (Beacon)
Information about the delivery model:
Who will provide the professional development?
Beacon Learning
Who is the targeted audience for the professional development?
All 6-8 teachers who teach Intensive Reading to level one students, instructional leaders, and elementary teachers (by request)
How will the professional development be delivered?
Online
What is the length of the professional development?
60 hours
Professional Development in Assessment and the Five Components of Reading
<input checked="" type="checkbox"/> Phonemic Awareness
<input checked="" type="checkbox"/> Phonics/Words Analysis
<input checked="" type="checkbox"/> Fluency
<input checked="" type="checkbox"/> Vocabulary
<input checked="" type="checkbox"/> Comprehension
<input checked="" type="checkbox"/> Assessment
<input type="checkbox"/> Other
<input type="checkbox"/> Other
<input type="checkbox"/> Other
Evidence of Scientific Basis
<input checked="" type="checkbox"/> Just Read, Florida! Developed or Approved (Including FLaRE, Reading First PD, NEFEC, FCRR)
<input type="checkbox"/> DOE Developed
<input checked="" type="checkbox"/> Favorable Review by FCRR
<input checked="" type="checkbox"/> Name of Researcher or Name of Scientific Study
Beacon Learning
<input checked="" type="checkbox"/> Report of the National Reading Panel
<input type="checkbox"/> Preventing Reading Difficulties in Young Children
<input type="checkbox"/> University of Oregon (DIBELS)
<input type="checkbox"/> USDOE Developed ~ Put Reading First
<input type="checkbox"/> Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Thursday, July 30, 2009 1:32 PM
District : Gadsden
Professional Development in Reading

<input type="checkbox"/> Chart is Identical to Previous Approved Version <input checked="" type="checkbox"/> New or Revised Chart
Chart A: Grade Level
<input checked="" type="checkbox"/> Elementary School
<input checked="" type="checkbox"/> Middle School
<input checked="" type="checkbox"/> High School
Name of Professional Development:
Reading Endorsement Competency 2 - Foundations in Research-Based Practices
Information about the delivery model:
Who will provide the professional development?
FOR-PD - University of Central Florida
Who is the targeted audience for the professional development?
Secondary teachers of level one students and elementary teachers (by request)
How will the professional development be delivered?
Online
What is the length of the professional development?
60 hours
Professional Development in Assessment and the Five Components of Reading
<input checked="" type="checkbox"/> Phonemic Awareness
<input checked="" type="checkbox"/> Phonics/Words Analysis
<input checked="" type="checkbox"/> Fluency
<input checked="" type="checkbox"/> Vocabulary
<input checked="" type="checkbox"/> Comprehension
<input checked="" type="checkbox"/> Assessment
<input type="checkbox"/> Other
<input type="checkbox"/> Other
<input type="checkbox"/> Other
Evidence of Scientific Basis
<input checked="" type="checkbox"/> Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
<input type="checkbox"/> DOE Developed
<input checked="" type="checkbox"/> Favorable Review by FCRR
<input checked="" type="checkbox"/> Name of Researcher or Name of Scientific Study
University of Central Florida
<input type="checkbox"/> Report of the National Reading Panel
<input type="checkbox"/> Preventing Reading Difficulties in Young Children
<input type="checkbox"/> University of Oregon (DIBELS)
<input type="checkbox"/> USDOE Developed ~ Put Reading First
<input type="checkbox"/> Other
<input type="checkbox"/> Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

Back to Form
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District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Reading Endorsement Competency 2 - Foundations in Research-Based Practices (Beacon)

Information about the delivery model:

Who will provide the professional development?

Beacon Learning

Who is the targeted audience for the professional development?

Secondary teachers of level one students, instructional leaders, and elementary teachers (by request)

How will the professional development be delivered?

Online

What is the length of the professional development?

60 hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

Beacon Learning

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Reading Endorsement Competency 3 - Foundations of Assessment (Beacon)

Information about the delivery model:

Who will provide the professional development?

Beacon Learning

Who is the targeted audience for the professional development?

Secondary teachers of level one students, instructional leaders, and elementary teachers (by request)

How will the professional development be delivered?

Online

What is the length of the professional development?

60 hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment

Other

Other

Other

Evidence of Scientific Basis

Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)

DOE Developed

Favorable Review by FCRR

Name of Researcher or Name of Scientific Study

Beacon Learning

Report of the National Reading Panel

Preventing Reading Difficulties in Young Children

University of Oregon (DIBELS)

USDOE Developed ~ Put Reading First

Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

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Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Reading Endorsement Competency 3 - Foundations of Assessment (NEFEC)

Information about the delivery model:

Who will provide the professional development?

NEFEC (ADAPT)

Who is the targeted audience for the professional development?

Secondary teachers of level one students and elementary teachers (by request)

How will the professional development be delivered?

Online

What is the length of the professional development?

60 hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

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Other

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Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Reading Endorsement Competencies 4 and 5 - Foundations of Differentiation (Beacon)

Information about the delivery model:

Who will provide the professional development?

Beacon Learning

Who is the targeted audience for the professional development?

Secondary teachers of level one students, instructional leaders, and elementary teachers (by request)

How will the professional development be delivered?

Online

What is the length of the professional development?

60 hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment

Other

Other

Other

Evidence of Scientific Basis

Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)

DOE Developed

Favorable Review by FCRR

Name of Researcher or Name of Scientific Study

Beacon Learning

Report of the National Reading Panel

Preventing Reading Difficulties in Young Children

University of Oregon (DIBELS)

USDOE Developed ~ Put Reading First

Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Reading Endorsement Competency 6 - Practicum (Practical Experience) - FLARE

Information about the delivery model:

Who will provide the professional development?

FLaRE Train the Trainer Model

Who is the targeted audience for the professional development?

Secondary teachers of level one students, instructional leaders, and elementary teachers (by request)

How will the professional development be delivered?

Face-to-Face

What is the length of the professional development?

60 hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment

Other

Other

Other

Evidence of Scientific Basis

Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)

DOE Developed

Favorable Review by FCRR

Name of Researcher or Name of Scientific Study

Report of the National Reading Panel

Preventing Reading Difficulties in Young Children

University of Oregon (DIBELS)

USDOE Developed ~ Put Reading First

Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Reading Endorsement Competency 6 - Practicum (Practical Experience) - Beacon

Information about the delivery model:

Who will provide the professional development?

Beacon Learning

Who is the targeted audience for the professional development?

Secondary teachers of level one students, instructional leaders, and elementary teachers (by request)

How will the professional development be delivered?

Online

What is the length of the professional development?

60 hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

Beacon Learning

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

<input type="checkbox"/> Chart is Identical to Previous Approved Version <input checked="" type="checkbox"/> New or Revised Chart
Chart A: Grade Level
<input type="checkbox"/> Elementary School
<input checked="" type="checkbox"/> Middle School
<input checked="" type="checkbox"/> High School
Name of Professional Development:
CAR-PD Bundle
Information about the delivery model:
Who will provide the professional development?
FLaRE
Who is the targeted audience for the professional development?
Secondary reading coaches and secondary teachers of content areas
How will the professional development be delivered?
Face-to-Face
What is the length of the professional development?
120 hours
Professional Development in Assessment and the Five Components of Reading
<input type="checkbox"/> Phonemic Awareness
<input type="checkbox"/> Phonics/Words Analysis
<input checked="" type="checkbox"/> Fluency
<input checked="" type="checkbox"/> Vocabulary
<input checked="" type="checkbox"/> Comprehension
<input checked="" type="checkbox"/> Assessment
<input type="checkbox"/> Other
<input type="checkbox"/> Other
<input type="checkbox"/> Other
Evidence of Scientific Basis
<input checked="" type="checkbox"/> Just Read, Florida! Developed or Approved (Including FLaRE, Reading First PD, NEFEC, FCRR)
<input type="checkbox"/> DOE Developed
<input type="checkbox"/> Favorable Review by FCRR
<input type="checkbox"/> Name of Researcher or Name of Scientific Study
<input type="checkbox"/> Report of the National Reading Panel
<input type="checkbox"/> Preventing Reading Difficulties in Young Children
<input type="checkbox"/> University of Oregon (DIBELS)
<input type="checkbox"/> USDOE Developed ~ Put Reading First
<input type="checkbox"/> Other
<input type="checkbox"/> Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

The FLaRE coordinator will provide site-based follow-up as requested.

Reading First PD Coordinator

Other

Other

Other

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District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Overview of District K-12 Comprehensive Reading Plan Update

Information about the delivery model:

Who will provide the professional development?

The District Reading Contact and Gadsden Reading Coaches

Who is the targeted audience for the professional development?

K-5th grade teachers of reading, ESE/ESOL teachers, and secondary teachers of reading and English

How will the professional development be delivered?

Face-to-Face Workshops

What is the length of the professional development?

One hour minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Increasing and/or solidifying program knowledge to ensure implementing the instructional program with fidelity.

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will followup by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

Back to Form
Thursday, July 30, 2009 1:36 PM
District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

SRA Imagine It! Reading Program (K-5)

Information about the delivery model:

Who will provide the professional development?

SRA Trained Consultant(s), Gadsden Reading Coaches and/or classroom teachers

Who is the targeted audience for the professional development?

K-5th grade teachers of reading, ESE/ESOL teachers, elementary administrators, and elementary reading coaches

How will the professional development be delivered?

Face-to-Face Workshop(s)

What is the length of the professional development?

One-half day minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Increasing and/or solidifying program knowledge to ensure implementing the instructional program with fidelity.

Other

Other

Evidence of Scientific Basis

Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)

DOE Developed

Favorable Review by FCRR

Name of Researcher or Name of Scientific Study

Report of the National Reading Panel

Preventing Reading Difficulties in Young Children

University of Oregon (DIBELS)

USDOE Developed ~ Put Reading First

Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Mentor teachers will model components of the program for fellow teachers.

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Publisher will follow up by assigning highly experienced consultants to provide guidance and support with program implementation.

Contracted Follow-up

Contracted Follow-up will assist in the formulation and/or implementation of strategic instructional planning to deliver quality reading instruction and strategies.

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

SRA Imagine It! Workshop/Student Center Activities

Information about the delivery model:

Who will provide the professional development?

SRA Trained Consultant(s), Gadsden Reading Coaches, and Reading Professional Developer

Who is the targeted audience for the professional development?

K-5th grade teachers of reading, ESE/ESOL teachers, elementary reading coaches

How will the professional development be delivered?

Face-to-Face Workshop(s)

What is the length of the professional development?

One half-day minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Providing teachers with focused training on implementing Workshop as part of Differentiated Instruction, and structure intensive intervention sessions needed to teach students who are behind in reading.

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Publisher will follow up by assigning highly experienced consultants to provide guidance and support with program implementation.

Contracted Follow-up

Contracted Follow-up will assist in the formulation and/or implementation of strategic instructional planning to deliver quality reading instruction and strategies.

FLARE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Initial and Advanced Training Updates in the SRA Imagine It! Reading Program

Information about the delivery model:

Who will provide the professional development?

SRA Trained Consultant(s), classroom teachers and Gadsden Reading Coaches

Who is the targeted audience for the professional development?

K-5th grade reading teachers, ESE/ESOL teachers, elementary reading coaches

How will the professional development be delivered?

Face-to-Face Workshop(s)

What is the length of the professional development?

One half-day minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Learn how to implement the SRA Imagine It! Reading Program and how to differentiate instruction to meet the needs of all students. Teachers will learn to use the Progress Reporter to plan and assess lessons in the core reading program.

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Mentor teachers will model to colleagues how to use specific components of the core reading program.

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Publisher will follow up by assigning highly experienced consultants to provide guidance and support with program implementation.

Contracted Follow-up

Contracted Follow-up will assist in the formulation and/or implementation of strategic instructional planning to deliver quality reading instruction and strategies.

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

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- Elementary School
- Middle School
- High School

Name of Professional Development:

Six Components of Reading

Information about the delivery model:

Who will provide the professional development?

SRA Trained Consultant(s) and Gadsden Reading Coaches

Who is the targeted audience for the professional development?

3rd-5th grade teachers of reading, ESE/ESOL teachers, elementary reading coaches

How will the professional development be delivered?

Face-to-Face Workshop(s)

What is the length of the professional development?

One-half day minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Publisher will follow up by assigning highly experienced consultants to provide guidance and support with program implementation.

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

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Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Scientifically Based Instruction

Information about the delivery model:

Who will provide the professional development?

SRA Trained Consultant(s) and Gadsden Reading Coaches

Who is the targeted audience for the professional development?

K-5th grade teachers of reading, ESE/ESOL teachers, elementary reading coaches

How will the professional development be delivered?

Face-to-Face Workshop(s)

What is the length of the professional development?

One half-day minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Increasing or solidifying program knowledge to ensure implementing the instructional program with fidelity.

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved (Including FLaRE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Publisher will follow up by assigning highly experienced consultants to provide guidance and support with program implementation.

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Print Rich Environment/Word Walls

Information about the delivery model:

Who will provide the professional development?

Gadsden Reading Coaches

Who is the targeted audience for the professional development?

K-5th grade teachers of reading, ESE/ESOL teachers, elementary reading coaches

How will the professional development be delivered?

Face-to-Face Workshop(s)

What is the length of the professional development?

One-half day minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Learn how to set up print rich environment and to integrate using the word walls throughout the day to enhance reading instruction.

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLARE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

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Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

K-5 Screening/Diagnostic Assessment and Data Analysis (i.e. Florida Assessment for Instruction in Reading)

Information about the delivery model:

Who will provide the professional development?

Trained Facilitators

Who is the targeted audience for the professional development?

K-5th grade reading teachers, secondary reading and English teachers, ESE/ESOL teachers, elementary and secondary administrators, elementary and secondary reading coaches, Reading Assessment Teams, and Reading Leadership Teams

How will the professional development be delivered?

Face-to-Face Workshop(s)

What is the length of the professional development?

Four days

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Learn how to administer and/or interpret results from the Florida Assessments for Instruction in Reading and to make data-driven decisions that guide instruction in reading.

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First

Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Summer Reading Academy

Information about the delivery model:

Who will provide the professional development?

Just Read, Florida! Reading Initiative

Who is the targeted audience for the professional development?

All K-3 teachers new to that grade level and any teacher that needs additional training

How will the professional development be delivered?

Face-to-Face

What is the length of the professional development?

4 days

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

Elementary School
 Middle School
 High School

Name of Professional Development:
Read 180 Training

Information about the delivery model:
Who will provide the professional development?
Consultant(s) - Scholastic Read 180

Who is the targeted audience for the professional development?
All secondary teachers who teach level one students - Intensive Reading Course

How will the professional development be delivered?
Face-to-Face

What is the length of the professional development?
Full day

Professional Development in Assessment and the Five Components of Reading

Phonemic Awareness
 Phonics/Words Analysis
 Fluency
 Vocabulary
 Comprehension
 Assessment
 Other

Other

Other

Other

Evidence of Scientific Basis

Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
 DOE Developed
 Favorable Review by FCRR
 Name of Researcher or Name of Scientific Study

Report of the National Reading Panel
 Preventing Reading Difficulties in Young Children
 University of Oregon (DIBELS)
 USDOE Developed ~ Put Reading First
 Other

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by assisting teachers and/or modeling effective techniques at the school level.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

Assistant Principal will follow up by assisting teachers in planning, sequencing, and/or maximizing instructional delivery models.

District Staff

District Staff will follow up by assisting as needed to facilitate problem solving and helping to create an effective instructional literacy environment.

Publisher

Publisher will follow up by assigning highly experienced consultants to provide guidance and support with program implementation.

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

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Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Informal Reading Inventories - Tools for Determining Student Reading Levels

Information about the delivery model:

Who will provide the professional development?

Reading Coaches

Who is the targeted audience for the professional development?

Secondary reading teachers and reading coaches (not formally trained in this area)

How will the professional development be delivered?

Face-to-Face Workshop(s)

What is the length of the professional development?

One-half day minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Attendees of this workshop will learn how to administer and analyze a variety of Informal Reading Inventories (including Badar, Flynt Cooter and the Gates MacGinitie). This workshop will assist the classroom teacher in determining individual student reading levels and choosing appropriate books for guided reading. Teachers will have the opportunity to practice and apply their learning in this workshop.

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLare, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

Ohio State University - Fountas and Pinnell, Marie Clay

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First

Other

International Reading Association

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by conferencing with teachers and observation in classroom walk-throughs.

Mentor Teacher

Principal

Principal will follow up by conducting frequent Classroom Walk-throughs for formal and/or informal observation, and by evaluating instructional plans.

Assistant Principal

District Staff

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

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Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Guided Reading in a Balanced Literacy Program

Information about the delivery model:

Who will provide the professional development?

Reading Coaches

Who is the targeted audience for the professional development?

All reading and content area teachers, administrators, and reading coaches (not formally trained in this area)

How will the professional development be delivered?

Face-to-Face

What is the length of the professional development?

Full-day minimum per session

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Attendees of this workshop will understand that Guided Reading scaffolds and supports readers as they negotiate texts and develop reading strategies. The workshop will address the essential components of Guided Reading including ongoing observation and assessment, dynamic grouping of readers, creating sets of leveled texts, selection and introduction of texts, lesson planning, teaching for strategies, and classroom management.

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved (Including FLaRE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First

Other

Fountas and Pinnell, Marie Clay, International Reading Association

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by conferencing with teachers and observation in classroom walk-throughs.

Mentor Teacher

Principal

Principal will follow up by conducting formal and/or informal conferences and observation in classroom walk-throughs.

Assistant Principal

District Staff

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

<input checked="" type="checkbox"/> Chart is Identical to Previous Approved Version <input type="checkbox"/> New or Revised Chart
Chart A: Grade Level
<input type="checkbox"/> Elementary School
<input type="checkbox"/> Middle School
<input checked="" type="checkbox"/> High School
Name of Professional Development:
Reading in the Content Area - Informational Non-Fiction Text Pre-reading and Reading Activities
Information about the delivery model:
Who will provide the professional development?
Reading Coaches
Who is the targeted audience for the professional development?
All reading and content area teachers, Reading Assessment Teams, Reading Leadership Teams, administrators, and reading coaches (not formally trained in this area)
How will the professional development be delivered?
Face-to-Face Workshop(s)
What is the length of the professional development?
One-half day minimum per session
Professional Development in Assessment and the Five Components of Reading
<input type="checkbox"/> Phonemic Awareness
<input type="checkbox"/> Phonics/Words Analysis
<input checked="" type="checkbox"/> Fluency
<input checked="" type="checkbox"/> Vocabulary
<input checked="" type="checkbox"/> Comprehension
<input checked="" type="checkbox"/> Assessment
<input checked="" type="checkbox"/> Other
Training in how to teach students strategies in reading informational text. The workshop will show the essential components of content area reading including activating prior knowledge, reading strategies, and metacognition. Those in the workshop will understand effective instructional tools to help students to achieve success in the content areas.
<input type="checkbox"/> Other
<input type="checkbox"/> Other
Evidence of Scientific Basis
<input type="checkbox"/> Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
<input type="checkbox"/> DOE Developed
<input type="checkbox"/> Favorable Review by FCRR
<input type="checkbox"/> Name of Researcher or Name of Scientific Study
<input type="checkbox"/> Report of the National Reading Panel
<input type="checkbox"/> Preventing Reading Difficulties in Young Children
<input type="checkbox"/> University of Oregon (DIBELS)

USDOE Developed ~ Put Reading First

Other

International Reading Association

Other

Other

Follow-up provided by:

Reading Coach

Reading Coach will follow up by conferencing with teachers and observation in classroom walk-throughs.

Mentor Teacher

Principal

Principal will follow up by conducting formal and/or informal conferences and observation in classroom walk-throughs.

Assistant Principal

District Staff

Publisher

Contracted Follow-up

FLARE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Competency 1 - District Approved College Course

Information about the delivery model:

Who will provide the professional development?

College Instructor

Who is the targeted audience for the professional development?

K-12 teachers seeking the reading endorsement

How will the professional development be delivered?

Face-to-face or on-line

What is the length of the professional development?

3 semester hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Mentor Teacher

Principal

Assistant Principal

District Staff

District staff will review official transcript to assure competency content and specific indicators have been met.

Publisher

Contracted Follow-up

FLARE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Competency 2 - District Approved College Course

Information about the delivery model:

Who will provide the professional development?

College instructor

Who is the targeted audience for the professional development?

K-12 teachers seeking the reading endorsement

How will the professional development be delivered?

Face-to-face or on-line

What is the length of the professional development?

3 semester hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

Mentor Teacher

Principal

Assistant Principal

District Staff

District staff will review official transcript to assure competency content and specific indicators have been met.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

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Professional Development in Reading

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Chart A: Grade Level
<input checked="" type="checkbox"/> Elementary School
<input checked="" type="checkbox"/> Middle School
<input checked="" type="checkbox"/> High School
Name of Professional Development:
Competency 3 - District Approved College Course
Information about the delivery model:
Who will provide the professional development?
College Instructor
Who is the targeted audience for the professional development?
K-12 teachers seeking the reading endorsement
How will the professional development be delivered?
Face-to-face or on-line
What is the length of the professional development?
3 semester hours
Professional Development in Assessment and the Five Components of Reading
<input checked="" type="checkbox"/> Phonemic Awareness
<input checked="" type="checkbox"/> Phonics/Words Analysis
<input checked="" type="checkbox"/> Fluency
<input checked="" type="checkbox"/> Vocabulary
<input checked="" type="checkbox"/> Comprehension
<input checked="" type="checkbox"/> Assessment
<input type="checkbox"/> Other
<input type="checkbox"/> Other
<input type="checkbox"/> Other
Evidence of Scientific Basis
<input type="checkbox"/> Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
<input type="checkbox"/> DOE Developed
<input type="checkbox"/> Favorable Review by FCRR
<input type="checkbox"/> Name of Researcher or Name of Scientific Study
<input checked="" type="checkbox"/> Report of the National Reading Panel
<input checked="" type="checkbox"/> Preventing Reading Difficulties in Young Children
<input type="checkbox"/> University of Oregon (DIBELS)
<input type="checkbox"/> USDOE Developed ~ Put Reading First
<input type="checkbox"/> Other
<input type="checkbox"/> Other

<input type="checkbox"/> Other
Follow-up provided by:
<input type="checkbox"/> Reading Coach
<input type="checkbox"/> Mentor Teacher
<input type="checkbox"/> Principal
<input type="checkbox"/> Assistant Principal
<input checked="" type="checkbox"/> District Staff
District staff will review official transcript to assure competency content and specific indicators have been met.
<input type="checkbox"/> Publisher
<input type="checkbox"/> Contracted Follow-up
<input type="checkbox"/> FLaRE Coordinator
<input type="checkbox"/> Reading First PD Coordinator
<input type="checkbox"/> Other
<input type="checkbox"/> Other
<input type="checkbox"/> Other

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Competency 4 and 5 - District Approved College Course

Information about the delivery model:

Who will provide the professional development?

College Instructor

Who is the targeted audience for the professional development?

K-12 teachers seeking the reading endorsement

How will the professional development be delivered?

Face-to-face or online

What is the length of the professional development?

3 semester hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment

Other

Other

Other

Evidence of Scientific Basis

Just Read, Florida! Developed or Approved
(Including FLARE, Reading First PD, NEFEC, FCRR)

DOE Developed

Favorable Review by FCRR

Name of Researcher or Name of Scientific Study

Report of the National Reading Panel

Preventing Reading Difficulties in Young Children

University of Oregon (DIBELS)

USDOE Developed ~ Put Reading First

Other

Other

<input type="checkbox"/> Other
Follow-up provided by:
<input type="checkbox"/> Reading Coach
<input type="checkbox"/> Mentor Teacher
<input type="checkbox"/> Principal
<input type="checkbox"/> Assistant Principal
<input checked="" type="checkbox"/> District Staff
District staff will review official transcript to assure competency content and specific indicators have been met.
<input type="checkbox"/> Publisher
<input type="checkbox"/> Contracted Follow-up
<input type="checkbox"/> FLaRE Coordinator
<input type="checkbox"/> Reading First PD Coordinator
<input type="checkbox"/> Other
<input type="checkbox"/> Other
<input type="checkbox"/> Other

Back to Form
Thursday, July 30, 2009 1:43 PM
District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Florida Assessment for Instruction in Reading (FAIR) Training for Master Trainers (K-5)

Information about the delivery model:

Who will provide the professional development?

Reading First, FLARE, FCRR and Just Read, Florida! Consultants

Who is the targeted audience for the professional development?

All elementary administrators, teachers, and reading coaches that will be training teachers to administer the FAIR assessment.

How will the professional development be delivered?

Face-to-face

What is the length of the professional development?

Four days Day 1 - Grades K-2 - How to Administer the Assessments Day 2 - Grades K-2 - Instructional Implications Day 3 - Grades K-2 - PMRN Reports Day 4 - Grades 3-5 - How to Administer Assessments, Instructional Implications and PMRN

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First

Other

Other

Other

Follow-up provided by:

Reading Coach

The reading coach will follow up by assisting teachers in the proper implementation of administering the assessment.

Mentor Teacher

Principal

Principal will conduct frequent Classroom Walk-throughs to observe proper administration of the FAIR assessment.

Assistant Principal

Assistant principal will follow up by assisting teachers in the proper implementation of administering the FAIR assessment.

District Staff

District staff will conduct walk-throughs to observe proper administration of the FAIR assessment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

Back to Form
Thursday, July 30, 2009 1:44 PM
District : Gadsden
Professional Development in Reading

<input type="checkbox"/> Chart is Identical to Previous Approved Version <input checked="" type="checkbox"/> New or Revised Chart
Chart A: Grade Level
<input type="checkbox"/> Elementary School
<input checked="" type="checkbox"/> Middle School
<input checked="" type="checkbox"/> High School
Name of Professional Development:
Florida Assessment for Instruction in Reading (FAIR) Training for Master Trainers (6-12)
Information about the delivery model:
Who will provide the professional development?
Reading First, FLARE, FCRR and Just Read, Florida! Consultants
Who is the targeted audience for the professional development?
All secondary administrators, teachers, and reading coaches that will be training teachers to administer the FAIR Assessment
How will the professional development be delivered?
Face-to-Face
What is the length of the professional development?
1 day Day 1 - All components - How to Administer Assessments, Instructional Implications & PMRN
Professional Development in Assessment and the Five Components of Reading
<input checked="" type="checkbox"/> Phonemic Awareness
<input checked="" type="checkbox"/> Phonics/Words Analysis
<input checked="" type="checkbox"/> Fluency
<input checked="" type="checkbox"/> Vocabulary
<input checked="" type="checkbox"/> Comprehension
<input checked="" type="checkbox"/> Assessment
<input type="checkbox"/> Other
<input type="checkbox"/> Other
<input type="checkbox"/> Other
Evidence of Scientific Basis
<input checked="" type="checkbox"/> Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
<input type="checkbox"/> DOE Developed
<input type="checkbox"/> Favorable Review by FCRR
<input type="checkbox"/> Name of Researcher or Name of Scientific Study
<input type="checkbox"/> Report of the National Reading Panel
<input type="checkbox"/> Preventing Reading Difficulties in Young Children
<input type="checkbox"/> University of Oregon (DIBELS)
<input type="checkbox"/> USDOE Developed ~ Put Reading First
<input type="checkbox"/> Other

Other

Other

Follow-up provided by:

Reading Coach

The reading coach will follow up by assisting teachers in the proper implementation of administering the assessment.

Mentor Teacher

Principal

Principal will conduct frequent Classroom Walk-throughs to observe proper administration of the FAIR assessment.

Assistant Principal

Assistant principal will follow up by assisting teachers in the proper implementation of administering the FAIR assessment.

District Staff

District staff will conduct walk-throughs to observe proper administration of the FAIR assessment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

[Back to Form](#)
Thursday, July 30, 2009 1:44 PM
District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Florida Assessment for Instruction in Reading (FAIR) Training for Elementary Reading Teachers (K-5)

Information about the delivery model:

Who will provide the professional development?

Teachers that have been trained as master trainers in FAIR

Who is the targeted audience for the professional development?

All elementary reading teachers that will be administering the FAIR assessment

How will the professional development be delivered?

Face-to-face

What is the length of the professional development?

K and 1st Grade - 12.5 hours (spread out over a period of time) How to administer assessment - 6 hours; K-2 Data Entry - 1 1/2 hours; K-2 Electronic Scoring Tool - 1 hour; K-2 Instructional Implications - 4 hours 2nd Grade - 10.5 hours (spread out over a period of time) How to administer assessment - 4 hours; K-2 Data Entry - 1 1/2 hours; K-2 Electronic Scoring Tool - 1 hour; K-2 Instructional Implications - 4 hours 3rd-5th Grade - 5.5 hours (spread out over a period of time) How to administer assessment - 1 1/2 hours; 3-12 Web-Based Assessment Module (WAM) - 1 hour; 3-5 Instructional Implications - 3 hours

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment
- Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

Report of the National Reading Panel

Preventing Reading Difficulties in Young Children

- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First
- Other

Other

Other

Follow-up provided by:

Reading Coach

The reading coach will follow up by assisting teachers in the proper implementation of administering the FAIR assessment.

Mentor Teacher

The master trainer will follow up by assisting teachers in the proper implementation of administering the FAIR assessment.

Principal

Principal will conduct frequent Classroom Walk-throughs to observe proper administration of the FAIR assessment.

Assistant Principal

Assistant Principal will follow up by assisting teachers in the proper implementation of administering the FAIR assessment.

District Staff

District staff will conduct walk-throughs to observe proper administration of the FAIR assessment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

Back to Form
Thursday, July 30, 2009 1:45 PM
District : Gadsden
Professional Development in Reading

Chart is Identical to Previous Approved Version New or Revised Chart

Chart A: Grade Level

- Elementary School
- Middle School
- High School

Name of Professional Development:

Florida Assessment for Instruction in Reading (FAIR) Training for Secondary Teachers (6-12)

Information about the delivery model:

Who will provide the professional development?

Teachers that have been trained as master trainers in FAIR

Who is the targeted audience for the professional development?

All secondary reading, intensive reading and content area teachers that will be administering the FAIR assessment

How will the professional development be delivered?

Face-to-face

What is the length of the professional development?

5 hours for reading/intervention teachers and 3.5 hours for content area teachers (spread out over a period of time)
Reading/Intervention Teachers - How to administer assessment - 1 1/2 hours; 3-12 Web-Based Assessment Module (WAM) - 1 hour; 6-12 Instructional Implications - 2 1/2 hours
Content Area Teachers - How to administer - 1 1/2 hours; 3-12 Web-Based Assessment Module (WAM) - 1 hour; 6-12 Instructional Implications - 1 hour

Professional Development in Assessment and the Five Components of Reading

- Phonemic Awareness
- Phonics/Words Analysis
- Fluency
- Vocabulary
- Comprehension
- Assessment

Other

Other

Other

Evidence of Scientific Basis

- Just Read, Florida! Developed or Approved (Including FLARE, Reading First PD, NEFEC, FCRR)
- DOE Developed
- Favorable Review by FCRR
- Name of Researcher or Name of Scientific Study

- Report of the National Reading Panel
- Preventing Reading Difficulties in Young Children
- University of Oregon (DIBELS)
- USDOE Developed ~ Put Reading First

Other

Other

Other

Follow-up provided by:

Reading Coach

The reading coach will follow up by assisting teachers in the proper implementation of administering the FAIR assessment.

Mentor Teacher

The master trainer will follow up by assisting teachers in the proper implementation of administering the FAIR assessment.

Principal

Principal will conduct frequent Classroom Walk-throughs to observe proper administration of the FAIR assessment.

Assistant Principal

Assistant Principal will follow up by assisting teachers in the proper implementation of administering the FAIR assessment.

District Staff

District staff will conduct walk-throughs to observe proper administration of the FAIR assessment.

Publisher

Contracted Follow-up

FLaRE Coordinator

Reading First PD Coordinator

Other

Other

Other

**Elementary School
Student Achievement and Instruction
Charts**

Chart C

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Thursday, July 30, 2009 2:40 PM

CHART C: ELEMENTARY INSTRUCTIONAL MATERIALS INFORMATION

District Name: GADSDEN: 0910

School Name	CCRP	SIRP	CIRP	Educational Technology	Reading Instruction Minutes Per Day	Assessments (K-2):	Assessments (3-5):	Immediate Intensive Intervention Minutes Per Day	Immediate Intensive Intervention Days Per Week	Group Size Cap for Immediate Intensive Intervention
CARTER PARRAMORE ACADEMY 0231	SRA Imagine It- 4,5 Other:	Other: Treasures (4-5)	Kaleidoscope- 4,5 Other:	FCAT Explorer (4-5) Achieve 3000 (4-5)	K : 0 1 : 0 2 : 0 3 : 0 4 : 0 5 : 0 6 : 0	Screening NA Progress monitoring reported NA Diagnostic NA Outcome NA Other The school does not contain students in grades K-2.	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Diagnostic: LAB Assessments and Teacher Made Assessments (4-5)	K : 0 1 : 0 2 : 0 3 : 0 4 : 30 5 : 30 6 : 0	K : 0 1 : 0 2 : 0 3 : 0 4 : 5 5 : 5 6 : 0	K : 0 1 : 0 2 : 0 3 : 0 4 : 8 5 : 8 6 : 0
CHATTAHOOCHEE 0151	SRA Imagine It- K,1,2,3,4,5 Other: SRA Open Court Reading Grade 6 only	Elements of Reading Vocabulary- 2,3,4,5 Other: PALS (K-2) SRA Imagine It! Intervention Materials (K-5)	Kaleidoscope- 3,4,5,6 Other:	Pearson Digital: *SuccessMaker - K-6 *Waterford - PK-2 Accelerated Reading (K-6) FCAT Explorer (3-6)	K : 0 1 : 0 2 : 0 3 : 0 4 : 0 5 : 0 6 : 0	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Screening: FLKRS (Kdg), STAR Literacy (K-2) Progress Monitoring: SRA	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Progress Monitoring: SRA Imagine It! Assessments (3-5) CIM Assessments (3-6)	K : 30 1 : 30 2 : 30 3 : 30 4 : 30 5 : 30 6 : 30	K : 5 1 : 5 2 : 5 3 : 5 4 : 5 5 : 5 6 : 5	K : 8 1 : 8 2 : 8 3 : 8 4 : 8 5 : 8 6 : 8
	SRA Imagine It- Other:		Kaleidoscope- 3,4,5	FCAT Explorer Florida		Screening	Screening			

CROSSROAD ACADEMY 9104	K,1,2,3,4,5,6 Other: SRA Open Court PK	Core Supplementary (Reteach, Challenge, ELL)K-6	Other:	Achieves	K : 90 1 : 90 2 : 90 3 : 90 4 : 90 5 : 90 6 : 55	Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Progress Monitoring: Fluency Probes (K-2) Outcome Measures: SAT 10 (K-2)	Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Progress Monitoring: Fluency Probes (3-5) Outcome Measure: FCAT SSS (3-5)	K : 30 1 : 30 2 : 30 3 : 30 4 : 30 5 : 30 6 : 0	K : 5 1 : 5 2 : 5 3 : 5 4 : 5 5 : 5 6 : 0	K : 3 1 : 3 2 : 3 3 : 3 4 : 3 5 : 3 6 : 0
GADSDEN CENTRAL ACADEMY 9106	Other:	Other:	Other:		K : 1 : 2 : 3 : 4 : 5 : 6 :	Screening Progress monitoring reported Diagnostic Outcome Other	Screening Progress monitoring reported Diagnostic Outcome Other	K : 1 : 2 : 3 : 4 : 5 : 6 :	K : 1 : 2 : 3 : 4 : 5 : 6 :	K : 1 : 2 : 3 : 4 : 5 : 6 :
GADSDEN MAGNET 0101	SRA Imagine It- K,1,2,3,4,5 Other:	Literacy by Design- K,1,2,3,4,5 Other: SRA Imagine It! Intervention Materials (K- 5)	Other: SRA Imagine It! Intervention Materials (K- 5)	SuccessMaker (K-6) FCAT Explorer (3-6) Accelerated Reader (K-6)	K : 90 1 : 90 2 : 90 3 : 90 4 : 90 5 : 90 6	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome	K : 30 1 : 30 2 : 30 3 : 30 4 : 30 5 : 30 6	K : 5 1 : 5 2 : 5 3 : 5 4 : 5 5 : 5 6	K : 5 1 : 5 2 : 5 3 : 5 4 : 5 5 : 5 6

					:90	Florida Assessments for Instruction in Reading Other Screening: FLKR (K) Progress Monitoring: SAT 10 Simulations (1-2)	Florida Assessments for Instruction in Reading Other Progress Monitoring: FCAT Simulations (3-6) Outcome Measures: FCAT SSS (3-	:30	:5	:5
GEORGE W. MUNROE 0041	SRA Imagine It-K,1,2,3,4,5 Other:	Other: PALS (K-2) SRA Imagine It! Intervention Materials (K-5)	Kaleidoscope-3,4,5 Other:	FCAT Explorer (3-5) Florida Achieves (3-5) Success Maker (K-5) Accelerated Reader (k-5)	K : 90 1 : 90 2 : 90 3 : 90 4 : 90 5 : 90 6 : 0	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Screening: FLKR (K) Progress Monitoring: Fluency Probes (K-2) and CIM	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Progress Monitoring: Fluency Probes (3-5) and CIM Assessments (3-5)	K : 30 1 : 30 2 : 30 3 : 30 4 : 30 5 : 30 6 : 0	K : 5 1 : 5 2 : 5 3 : 5 4 : 5 5 : 5 6 : 0	K : 3 1 : 3 2 : 3 3 : 4 4 : 5 5 : 5 6 : 0
GREENSBORO 0141	SRA Imagine It-K,1,2,3,4,5 Other:	Literacy by Design-K,1,2,3,4,5 Other: Elements of Reading Vocabulary (1-4) PALS (K-2)	Kaleidoscope-3,4,5 Other:	CCC SuccessMaker K-5 FCAT Explorer (K-5) Accelerated Reader (K-5)	K : 90 1 : 90 2 : 90 3 : 90 4 : 90 5 : 90 6 : 0	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Screening: FLKR (K) and SAT 10(2) Progress Monitoring: Fluency	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Progress Monitoring: Fluency Probes (3-5) Outcome Measure: FCAT SSS (3-5)	K : 30 1 : 30 2 : 30 3 : 30 4 : 30 5 : 30 6 : 0	K : 5 1 : 5 2 : 5 3 : 5 4 : 5 5 : 5 6 : 0	K : 6 1 : 6 2 : 6 3 : 6 4 : 6 5 : 6 6 : 0
	SRA Imagine It-K,1,2,3,4,5 Other:	Elements of Reading Vocabulary-2,3,4,5 Other: SRA Imagine	Kaleidoscope-3,4,5 Other: PALS (K-2)	Success Maker (K-5) Accelerated Reader (K-5) FCAT Explorer (3-5)	K	Screening Florida Assessments for Instruction in Reading Progress monitoring reported	Screening Florida Assessments for Instruction in Reading Progress monitoring reported	K	K	K

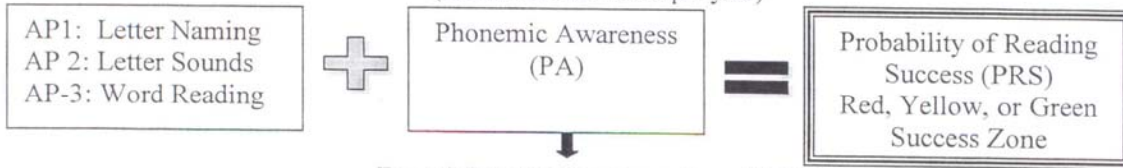
GREYNA 0171		It! Intervention Materials K-5			:90 1 :90 2 :90 3 :90 4 :90 5 :90 6 :0	Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Screening: FLKRS (K) and SAT 10 (2) Progress Monitoring: Fluency	Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Progress Monitoring: Fluency Probes (3-5) Outcome Measure: FCAT SSS (3-5)	:30 1 :30 2 :30 3 :30 4 :30 5 :30 6 :0	:5 1 :5 2 :5 3 :5 4 :5 5 :5 6 :0	:8 1 :8 2 :8 3 :8 4 :8 5 :8 6 :0
HAVANA 0091	SRA Imagine It- K,1,2,3,4,5 Other:	Benchmark Core Content K,1,2,3 Other: PALS (K-2) SRA Corrective Reading (3-5) Language for Thinking (K)	Kaleidoscope- 3,4,5 Other:	NCS Leams SuccessMaker Technology Program(K-5) Accelerated Reader (K-5) FCAT Explorer/Florida Achieves (K-5) Lightspan (K-5)	K :90 1 :90 2 :90 3 :90 4 :90 5 :90 6 :0	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Screening: FLKRS (K) Progress Monitoring: Core Reading Benchmark Assessments	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Progress Monitoring: Core Reading Benchmark Assessments (3-5), Fluency Probes (3-5),	K :40 1 :40 2 :40 3 :40 4 :40 5 :40 6 :0	K :5 1 :5 2 :5 3 :5 4 :5 5 :5 6 :0	K :6 1 :6 2 :6 3 :6 4 :6 5 :6 6 :0
ST. JOHNS 0191	SRA Imagine It- K,1,2,3,4,5 Other:	Literacy by Design- K,1,2,3,4,5 Other: PALS (K-2) SRA Imagine It! Intervention Materials (K-5)	Kaleidoscope- 3,4,5 Other:	SuccessMaker Accelerated Reader FCAT Explorer	K :90 1 :90 2 :90 3 :90 4 :90 5 :90 6 :0	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other	K :30 1 :30 2 :30 3 :30 4 :30 5 :30 6 :0	K :5 1 :5 2 :5 3 :5 4 :5 5 :5 6 :0	K :8 1 :8 2 :8 3 :8 4 :8 5 :8 6 :0

						Screening: FLKRS (Kdg), STAR Literacy (K-2) Progress Monitoring: SRA	Progress Monitoring: SRA Imagine It! Assessments (3-5) CIM Assessments (3-6)			
STEWART STREET 0201	SRA Imagine It- K,1,2,3,4,5 Other: SRA Open Court	Benchmark Core Content K,1,2,3 Other: PALS (K-2) Great Leaps (K-3) Leap Frog (K- 3)	Kaleidoscope- 2,3,4,5 Other: PALS (K-2)	CCC Success Maker (K-5) FCAT Explorer (3-5) Focus Achievement Series (3-5) Accelerated Reader (K-5) Imagine It! eSuite (K-5)	K : 120 1 : 120 2 : 120 3 : 120 4 : 90 5 : 90 6 : 0	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Screening: FLKRS (K) Progress Monitoring: Focus CIM Assessments (K-2)	Screening Florida Assessments for Instruction in Reading Progress monitoring reported Florida Assessments for Instruction in Reading Diagnostic Florida Assessments for Instruction in Reading Outcome Florida Assessments for Instruction in Reading Other Progress Monitoring: Core Reading Benchmark Assessments (3-5) and	K : 30 1 : 30 2 : 30 3 : 30 4 : 30 5 : 30 6 : 0	K : 5 1 : 5 2 : 5 3 : 5 4 : 5 5 : 5 6 : 0	K : 5 1 : 5 2 : 5 3 : 5 4 : 5 5 : 5 6 : 0

Kindergarten Curriculum and Assessment Decision Tree

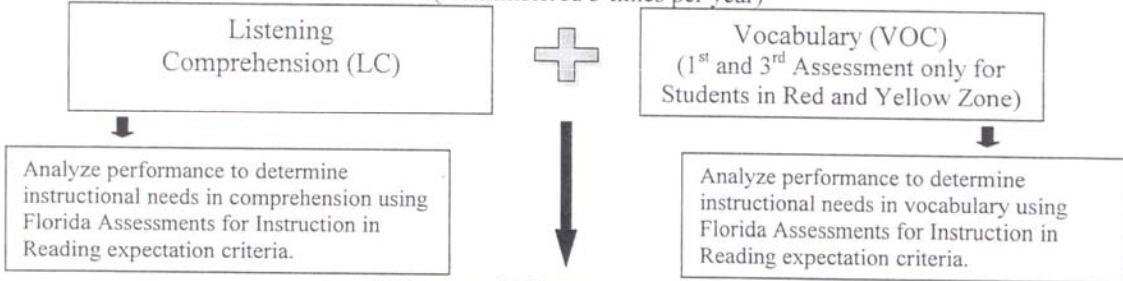
Broad Screen/Progress Monitoring Tool (BS/PMT)

(Administered 3 times per year)



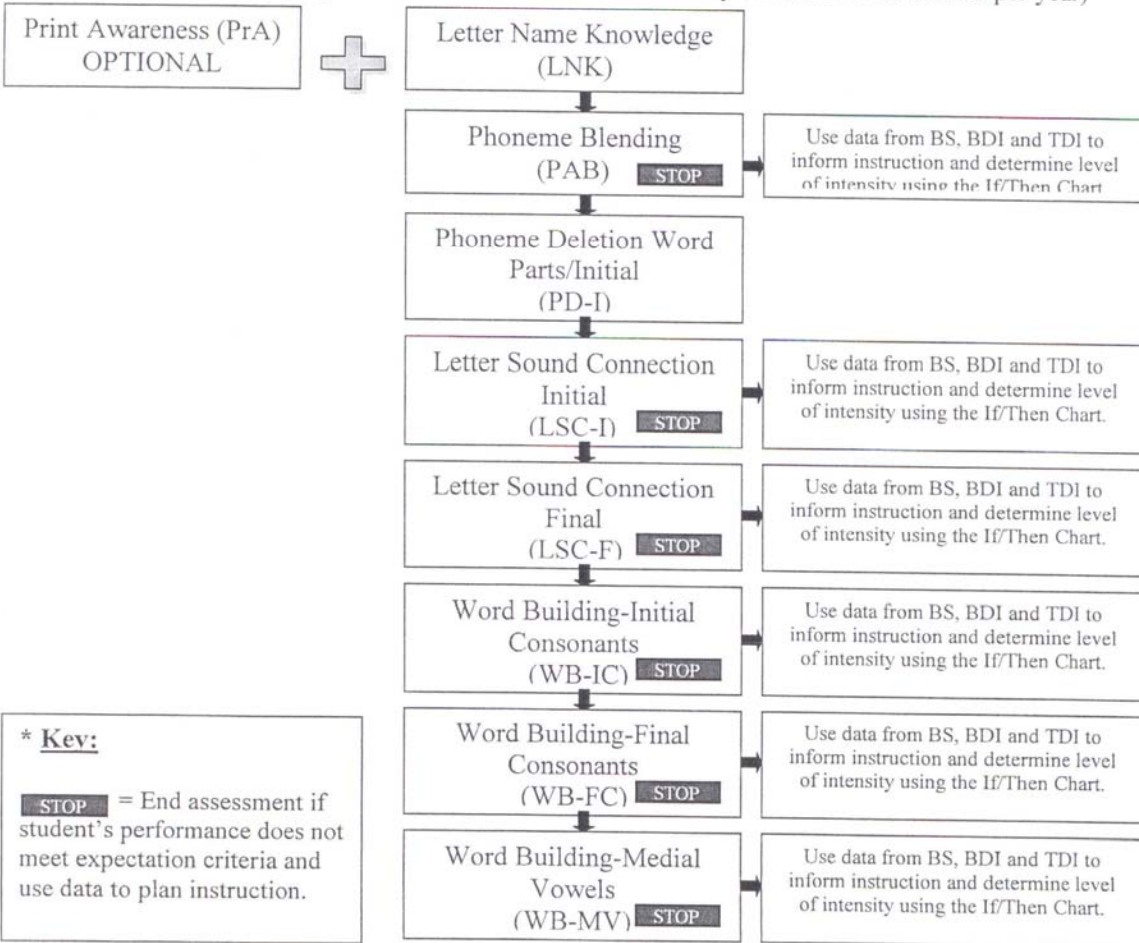
Broad Diagnostic Inventory (BDI)

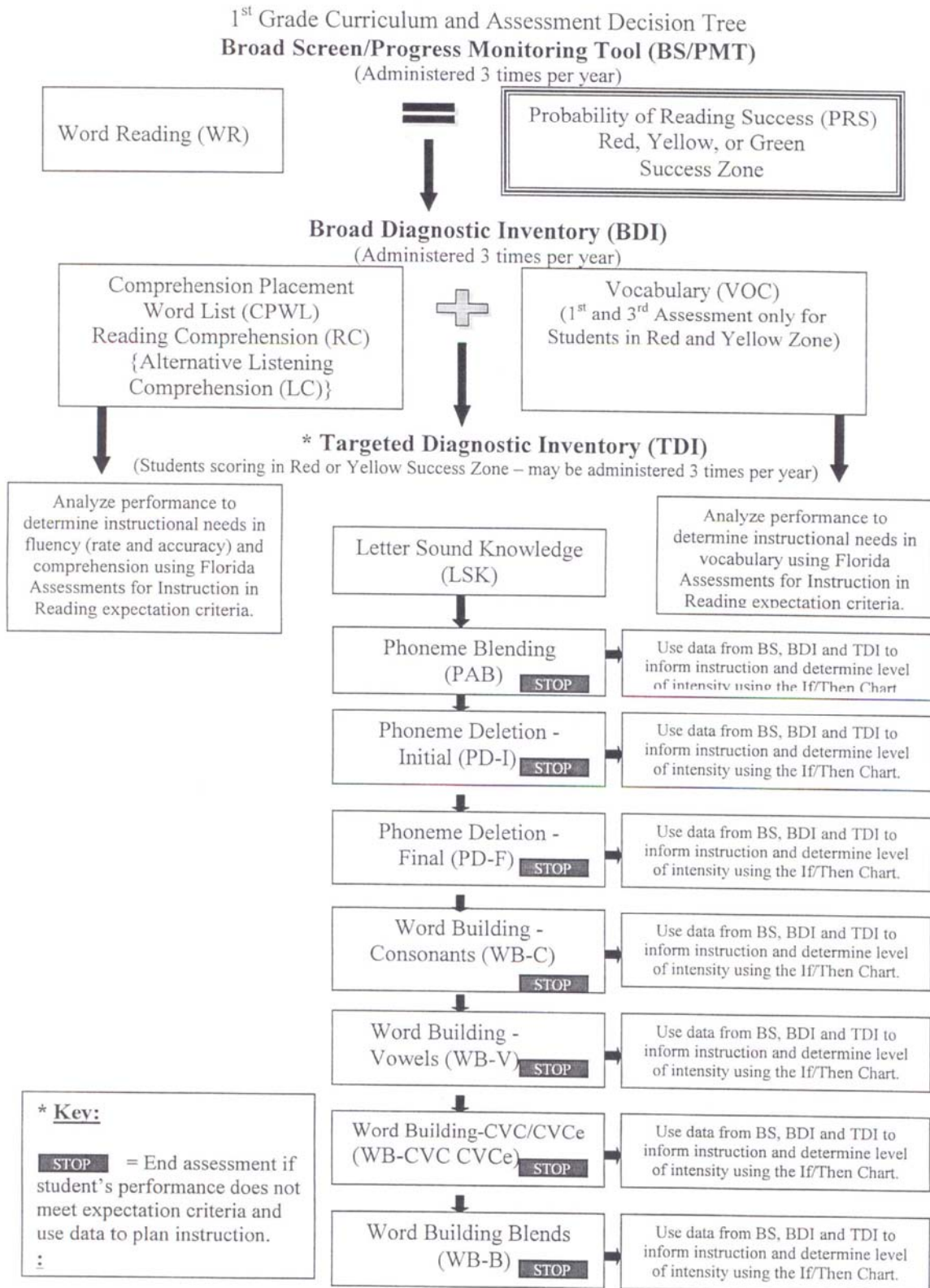
(Administered 3 times per year)



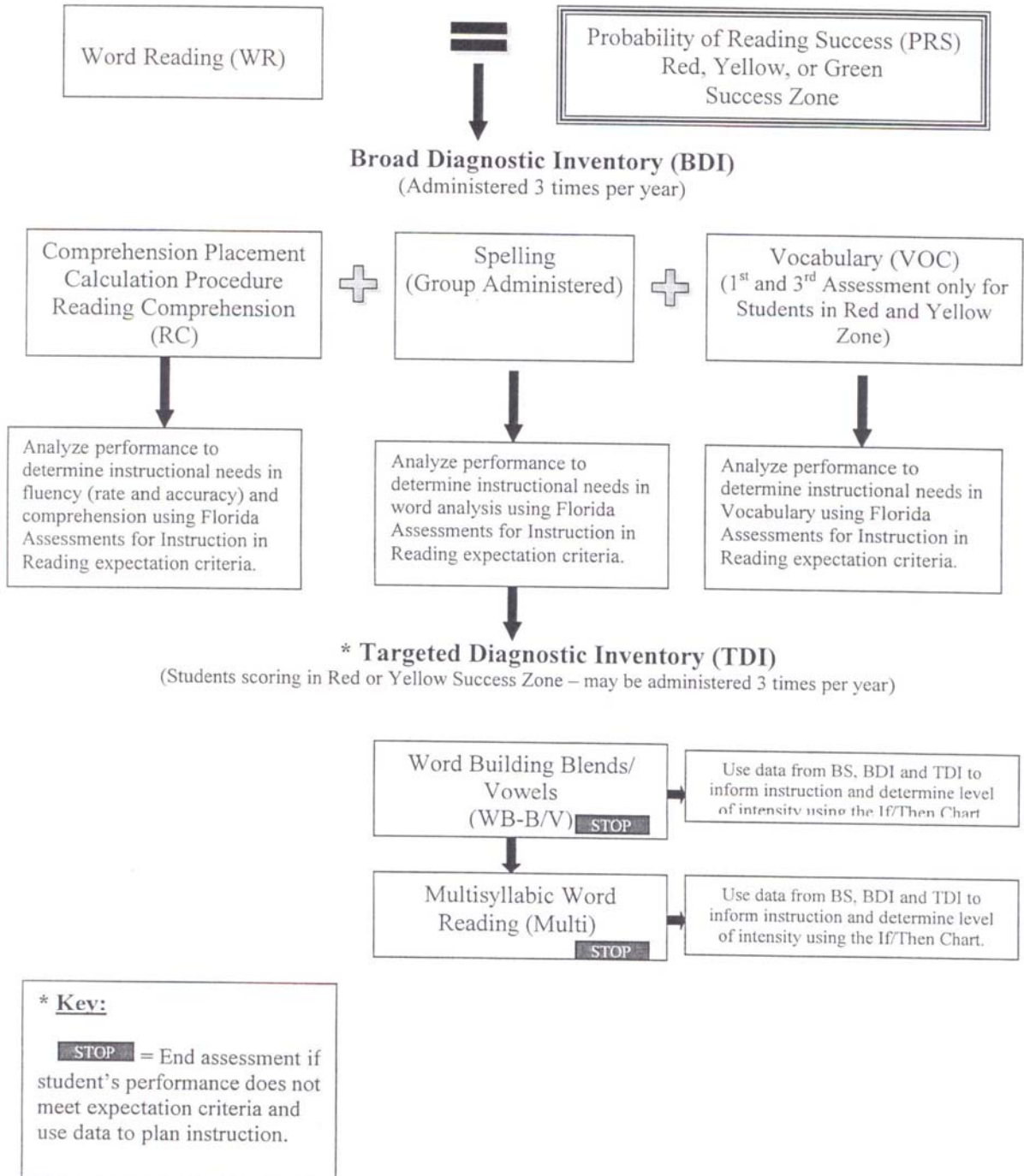
*** Targeted Diagnostic Inventory (TDI)**

(Students scoring in Red or Yellow Success Zone – may be administered 3 times per year)



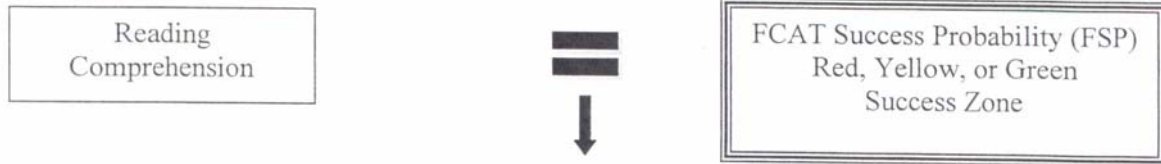


2nd Grade Curriculum and Assessment Decision Tree
Broad Screen/Progress Monitoring Tool (BS/PMT)
 (Administered 3 times per year)

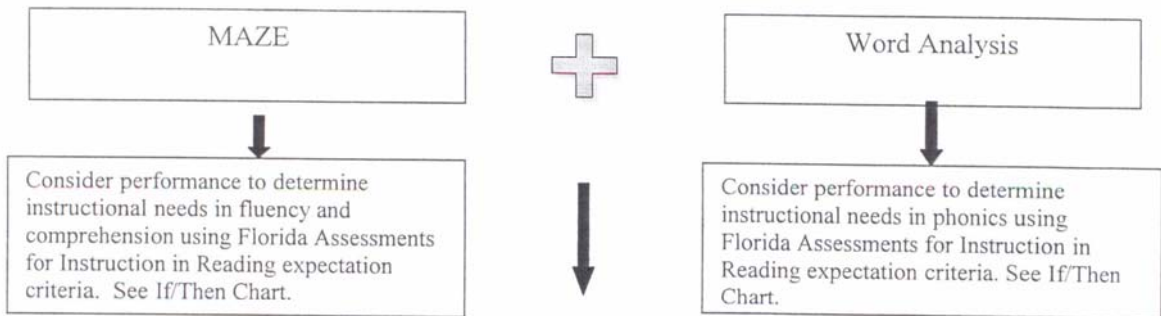


Monitoring Assessments	Date(s)	If	Then	Programs/Materials/Strategies
Kindergarten – 2nd Grade Administer FAIR to all K-2 students	Assessment Period 1: August/ September 2009 Assessment Period 2: January 2010 Assessment Period 3: April 2010	Student’s Probability of Reading Success (PRS) score is at or above 85% (Green Success Zone) and Listening/Reading Comprehension score is 4 or above	Continue with enhanced instruction that follows a developmental reading continuum including instruction with higher-level comprehension, vocabulary, phonics and fluency at the word and/or connected text level.	<ul style="list-style-type: none"> SRA Imagine It! Reading Program
		Student’s Probability of Reading Success (PRS) score is at or above 85% (Green Success Zone) and Listening Comprehension/Reading score is 3 or below	<ul style="list-style-type: none"> Determine the breakdown of explicit and implicit questions. Provide comprehension instruction, focusing on strategic listening/reading that includes explicit instruction in using before, during, and after comprehension strategies. 	<ul style="list-style-type: none"> SRA Imagine It! Reading Program Small group differentiated instruction that focuses on before, during, and after reading strategies.
		Student’s Probability of Reading Success (PRS) score is 16- 84% (Yellow Success Zone)	Administer Vocabulary task and Targeted Diagnostic Inventory (TDI). Because there is a wide discrepancy between students scoring in the yellow success zone, use the Listening Comprehension, Vocabulary and TDI scores to determine the level of daily differentiated intervention required for students. Note: Students scoring in the Yellow Success Zone will need to receive intensified interventions (more time and smaller group size) in addition to or an extension of the 90-minute reading block.	<ul style="list-style-type: none"> SRA Imagine It! Reading Program Supplemental Intervention Reading Program(s) Daily small group differentiated intervention targeted to meet student’s instructional needs (Students will need intervention in addition to or an extension of the 90-minute reading block.)
		Student’s Probability of Reading Success (PRS) score is below 16% (Red Success Zone)	Administer Vocabulary task and Targeted Diagnostic Inventory (TDI). Use the Listening Comprehension, Vocabulary and TDI scores to determine the level of daily differentiated intervention required for students. Provide more intensity through additional time, smaller group size, and more targeted instruction.	<ul style="list-style-type: none"> SRA Imagine It! Reading Program Supplemental Intervention Reading Program(s) and/or Comprehensive Intervention Reading Program Daily small group or individualized intervention in addition to or an extension of the 90-minute reading block targeted to meet student’s instructional needs.

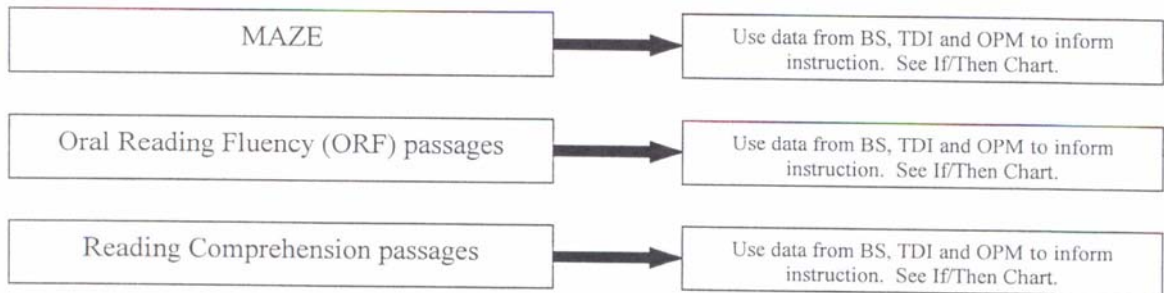
Grades 3-5 Curriculum and Assessment Decision Tree
Broad Screen/Progress Monitoring Tool (BS/PMT)
(Administered 3 times per year)



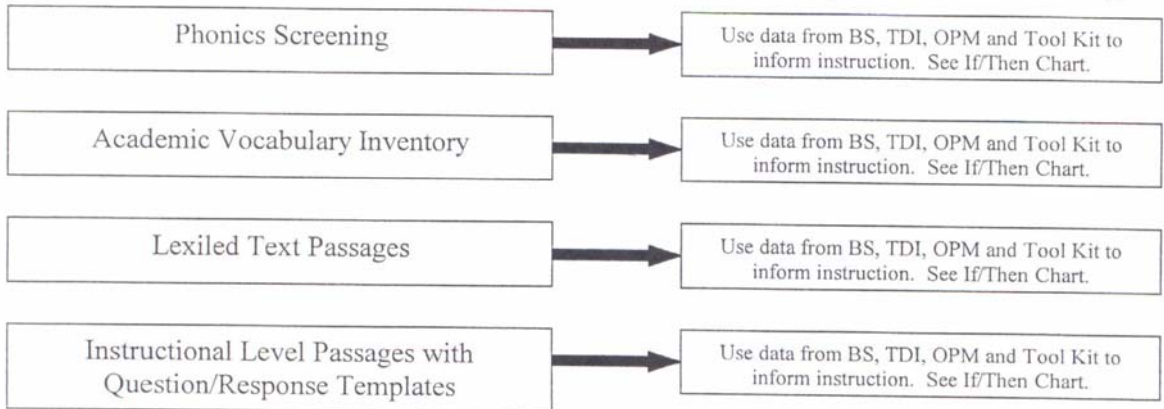
Targeted Diagnostic Inventory (TDI)
(Students scoring in Red or Yellow Success Zone – may be administered 3 times per year)



Ongoing Progress Monitoring (OPM)
(Optional for students scoring in Red or Yellow Success Zone – may be administered monthly)



Informal Diagnostic Tool Kit
(Optional for students scoring in Red or Yellow Success Zone – may be administered monthly)



Monitoring Assessments	Date(s)	If	Then	Programs/Materials/Strategies
Grades 3-5 Administer FAIR to all students	Assessment Period 1: August/ September 2009	Student's FCAT Success Probability (FSP) score is at or above 85%	<p><u>Green Success Zone (Box 1) *</u></p> <ul style="list-style-type: none"> Provide current levels of instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards <p>* Consider the use of MAZE, Word Analysis, Ongoing Progress Monitoring (OPM) tasks and the Informal Diagnostic Toolkit to further assist in determining instructional needs.</p>	<p><u>Green Success Zone (Box 1)</u> SRA Imagine It! Reading Program Strategies, Classroom Libraries, Leveled Books, Word Walls, Picture Dictionaries/Flashcards, Accelerated Reader and/or other district approved SRPs/IRPs to increase student vocabulary</p>
	Assessment Period 2: January 2010 Assessment Period 3: April 2010	(Green Success Zone) Student's FCAT Success Probability (FSP) score is 85% or less (Yellow or Red Success Zone)	<p>Students receive both MAZE and Word Analysis score. Use the appropriate rules below for each score to determine the appropriate programs/materials/strategies to meet student needs.</p> <p><u>Maze score is above 30th percentile (Box 2)</u> Provide <i>enhanced</i> instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards.</p> <p><u>Maze score is below 30th percentile (Box 3)</u></p> <ul style="list-style-type: none"> Assess fluency (rate, accuracy and expression) through having the student orally read a passage. If the student reads fluently, then work on comprehension strategies. If the student struggles with reading fluently, then work on strategies addressing fluency (rate and accuracy). <p><u>Word Analysis Score is above 30th percentile (Box 4)</u> Provide <i>enhanced</i> instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards.</p>	<p><u>If a student's scores fall in Box 2+4</u> SRA Imagine It! Reading Program Strategies, KWL Charts, Fluency and Accuracy Probes/Checks, Peer Assisted Learning Strategies, Kaleidoscope, and/or other district approved SRPs/IRPs to strengthen comprehension</p> <p><u>If a student's scores fall in Box 2+5</u> SRA Imagine It! Reading Program Strategies, Fluency and Accuracy Probes/Checks, Kaleidoscope, Peer Assisted Learning Strategies, Great Leaps, Accelerated Reader, and/or district approved SRPs/IRPs to build fluency</p> <p><u>If a student's scores fall in Box 3+4</u> SRA Imagine It! Reading Program Strategies, KWL Charts, Fluency and Accuracy Probes/Checks, Peer Assisted Learning Strategies, Kaleidoscope, and/or other district approved SRPs/IRPs to strengthen comprehension</p>

**Middle School
Student Achievement and Instruction
Charts**

Chart F

Back
Thursday, July 30, 2009 2:36 PM

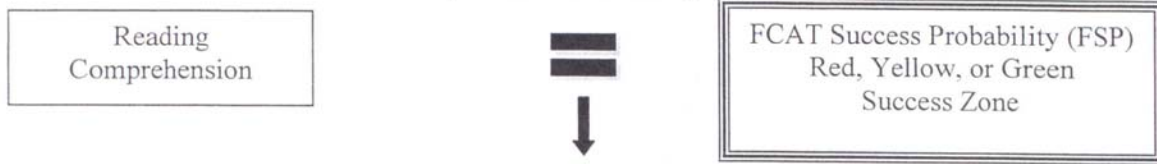
CHART F: MIDDLE SCHOOL INSTRUCTIONAL MATERIALS INFORMATION												
District Name: GADSDEN: 0910												
School Name	Development Reading (For Students on or Above Grade Level in Reading Required to Take a Reading Course)	SIRP	CIRP	Educational Technology	Assessments:	Reading Intervention Minutes/Day for Level 1 and 2 Disfluent Students Grades 6-8	Reading Intervention Days/Week for Level 1 and 2 Disfluent Students Grades 6-8	Reading Intervention Minutes/Day for Level 1 and 2 Fluent Students Grades 6-8	Reading Intervention Days/Week for Level 1 and 2 Fluent Students Grades 6-8	Class Size Cap for Reading Intervention Courses	Content Area Reading Intervention Provided to Fluent Level 2 Readers	Class Size Cap for Content Area Reading Intervention Courses
CARTER PARRAMORE ACADEMY 0231	Other: Language of Literature	Other: Corrective Reading	READ 180-6,7,8 Other:	FCAT Explorer (6-8) Achieve 3000 (6-8) Apex Learning (6-8)	Screening Florida Assessments for Instruction in Reading Progress monitoring reported (fluent) Florida Assessments for Instruction in Reading Progress monitoring reported (disfluent) Florida Assessments for Instruction in Reading Outcome measure Florida Assessments for Instruction in Reading 2009-10 Student Placement Screening/Diagnostic/Other Screening: FORP and FCAT SSS Progress Monitoring: MAZE Outcome: FCAT SSS	6:100 7:100 8:100	6:5 7:5 8:5	6:60 7:60 8:60	6:5 7:5 8:5	15	Yes	15
CROSSROAD ACADEMY 9104	SRA Imagine It-6 Other: Glencoe Literature: The Reader's Choice Course 2-3 (7-8) Realms of Gold Volume I-3 (6-8)	Other: Corrective Reading (6-8)	Bridges to Literature 6,7,8 Other:	FCAT Explorer (6-8) Florida Achieves (6-8)	Screening Florida Assessments for Instruction in Reading Progress monitoring reported (fluent) Florida Assessments for Instruction in Reading Progress monitoring reported (disfluent) Florida Assessments for Instruction in Reading Outcome measure Florida Assessments for Instruction in Reading	6:100 7:100 8:100	6:5 7:5 8:5	6:60 7:60 8:60	6:5 7:5 8:5	15	Yes	22

					Florida Assessments for Instruction in Reading 2009-10 Student Placement Screening/Diagnostic/Other Screening: FORF and FCAT SSS Progress Monitoring: MAZE Outcome: FCAT SSS														
GADSDEN CENTRAL ACADEMY 9106	Other: N/A	Other: N/A	Other: N/A		Screening N/A Progress monitoring reported (fluent) N/A Progress monitoring reported (disfluent) N/A Outcome measure N/A 2009-10 Student Placement Screening/Diagnostic/Other N/A	6:0	6:0	6:0	6:0	7:0	7:0	7:0	7:0	8:0	8:0	8:0	8:0	N/A	No
HAVANA MIDDLE 0061	Other: Language of Literature	Other: Read 180 Kaplan Reading	Other: READ 180-6,7,8	FCAT Explorer (6-8) Florida Achieves Accelerated Reader	Screening Florida Assessments for Instruction in Reading Progress monitoring reported (fluent) Florida Assessments for Instruction in Reading Progress monitoring reported (disfluent) Florida Assessments for Instruction in Reading Outcome measure Florida Assessments for Instruction in Reading 2009-10 Student Placement Screening/Diagnostic/Other Screening: FORF and FCAT SSS Progress Monitoring: MAZE Outcome: FCAT SSS	6:100	6:5	6:100	6:5	7:100	7:5	7:100	7:5	8:100	8:5	8:100	8:5	22	No
	Other: N/A	Other: N/A	Other: N/A		Screening													N/A	No

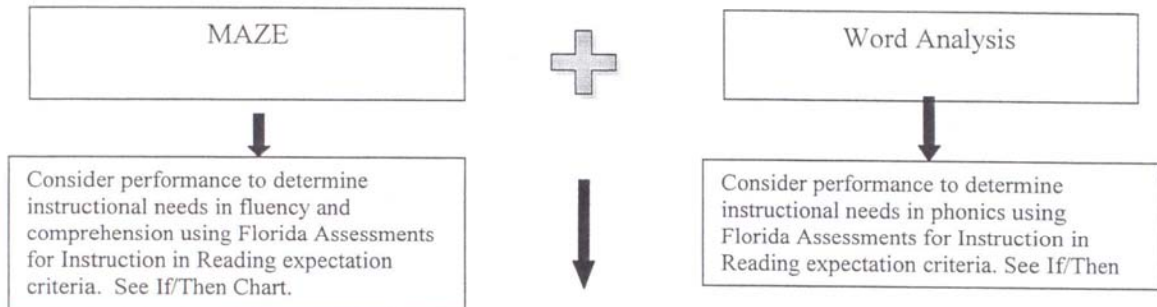
HOPE ACADEMY 9102					N/A Progress monitoring reported (fluent) N/A Progress monitoring reported (disfluent) N/A Outcome measure N/A 2009-10 Student Placement Screening/Diagnostic/Other N/A												
JAMES A. SHANKS MIDDLE 0211	Other: Language of Literature	Other: Corrective Reading	READ 180-6,7,8 Other:	FCAT Explorer (6-8) CCC LAB (SuccessMaker) (6-8) Achieve 3000 (6-8)	Screening Florida Assessments for Instruction in Reading Progress monitoring reported (fluent) Florida Assessments for Instruction in Reading Progress monitoring reported (disfluent) Florida Assessments for Instruction in Reading Outcome measure Florida Assessments for Instruction in Reading 2009-10 Student Placement Screening/Diagnostic/Other Screening: FORP and FCAT SSS Progress Monitoring: MAZE Outcome: FCAT SSS					6:0 7:0 8:0	6:0 7:0 8:0	6:0 7:0 8:0	6:0 7:0 8:0		22	No	
WEST GADSDEN HIGH 0051	Other: Bridges to Literature 6-8 Language of Literature 7,8	Other: Be a Better Reader 6- 7,8 Word Skills 8 Class Set Novels	READ 180-6,7,8 Bridges to Literature- 6,7,8 Other: Language of Literature - 7,8 AVID 7th Grade Materials	ACHIEVE Teenbiz 3000 6-8 FCAT Explorer (6-8) Accelerated Reader (6-8)	Screening Florida Assessments for Instruction in Reading Progress monitoring reported (fluent) Florida Assessments for Instruction in Reading Progress monitoring reported (disfluent) Florida Assessments for Instruction in Reading Outcome measure					6:100 7:100 8:100	6:5 7:5 8:5	6:100 7:100 8:100	6:5 7:5 8:5		22	Yes	22

		Interactive Reader - 6	Florida Assessments for Instruction in Reading 2009-10 Student Placement Screening/Diagnostic/Other Screening: FORF and FCAT SSS Progress Monitoring: MAZE Outcome: FCAT SSS						
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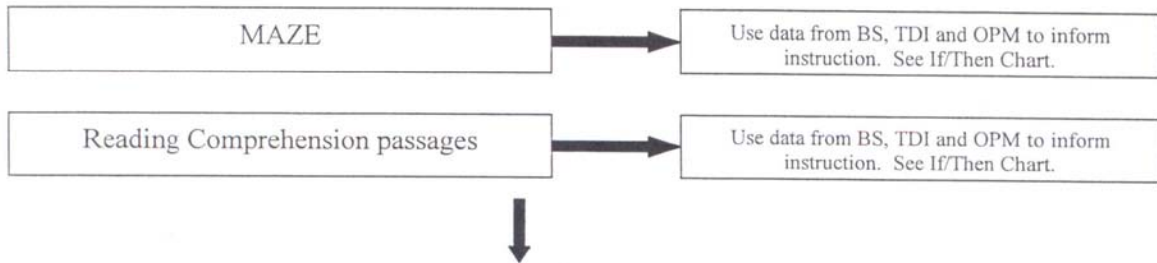
Grades (6) 7-8 Curriculum and Assessment Decision Tree
Broad Screen/Progress Monitoring Tool (BS/PMT)
(Administered 3 times per year)



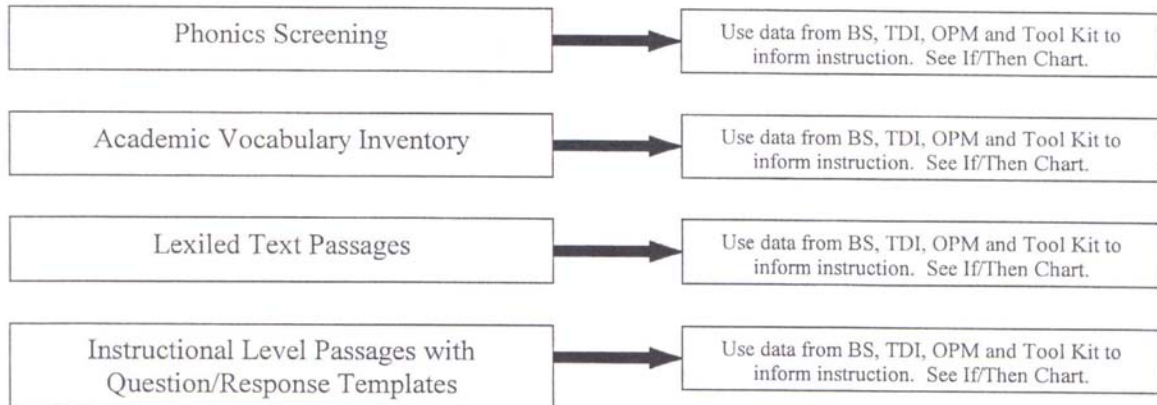
Targeted Diagnostic Inventory (TDI)
(Students scoring in Red or Yellow Success Zone – may be administered 3 times per year)



Ongoing Progress Monitoring (OPM)
(Optional for students scoring in Red or Yellow Success Zone – may be administered monthly)



Tool Kit
(Optional for students scoring in Red or Yellow Success Zone – may be administered monthly)



Screening Assessments	Dates	IF	THEN	Interventions and Materials								
FCAT/SSS Only FORF for students without FCAT SSS Scores	Spring 2009	Student scores Level 3-5	Place into Advanced Reading Course (A)	Reading Courses Middle School (key below for levels) <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>A</th> <th>B</th> <th>C</th> <th>D</th> </tr> </thead> <tbody> <tr> <td>Advanced Reading</td> <td>Intensive Reading</td> <td>Reading 1</td> <td></td> </tr> </tbody> </table> Match letters to intervention column: A. FCAT Level 3-5: Advanced Reading Course B. FCAT Level 1-2 DISFLUENT (less than 105 WCPM): Read 180 C. FCAT Level 1-2 FLUENT (≥ 105 WCPM): Read 180 or as needed	A	B	C	D	Advanced Reading	Intensive Reading	Reading 1	
		A	B		C	D						
Advanced Reading	Intensive Reading	Reading 1										
Student scores Level 1 or Level 2	Administer FORF Fluency Probes to assess accuracy and rate Place into the appropriate reading intervention using placement guidelines and FCAT Fluency data. Students Scoring at Level 2 on FCAT Reading and deemed fluent based on FORF scores will be eligible for content area reading intervention where available.											

Our district is aware that we need to provide different reading interventions in subsequent years for students that have not responded to a specific reading intervention that was delivered with fidelity. We plan to have the reading coach or reading teacher monitor closely the students not making progress and then the Reading Leadership Team meetings will be used to help determine and select the most appropriate materials and design for the school.

Monitoring Assessments	Date(s)	If	Then	Programs/Materials/Strategies
FAIR 1 st assessment FAIR 2 nd assessment FAIR 3 rd assessment Administer FAIR to students scoring at Level 1 or Level 2 on FCAT SSS	Assessment Period 1: August/September 2009 Assessment Period 2: January 2010 Assessment Period 3: April 2010	Student's scores high FCAT Success Probability (Green Success Zone – 85% and above) Student's FCAT Success Probability (FSP) score is 84% or less (Yellow or Red Success Zone)	Continue to serve student in reading intervention <u>Green Success Zone (Box 1) *</u> <ul style="list-style-type: none"> Provide current levels of instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards * Consider the use of MAZE, Word Analysis, Ongoing Progress Monitoring (OPM) tasks and the Informal Diagnostic Toolkit to further assist in determining instructional needs. Continue to serve student in reading intervention; determine if student is properly placed by monitoring fluency status through the use of Maze and Word Analysis scores. Use ongoing progress monitoring tools between assessment windows to ascertain progress. Use the appropriate rules below for each score. <u>Maze score is above 30th percentile (Box 2)</u> Provide <i>enhanced</i> instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards. <u>Maze score is below 30th percentile (Box 3)</u> Have student orally read a passage monitoring fluency rate, accuracy, expression) <ul style="list-style-type: none"> If the student reads fluently, then work on comprehension strategies. If the student struggles with reading fluently, then work on strategies, addressing fluency (rate and accuracy) 	<u>Green Success Zone (Box 1)</u> Bridges to Literature Classroom Libraries Accelerated Reader Other district approved SRPs/IRPs to increase student vocabulary <u>If a student's scores fall in Box 2+4</u> Bridges to Literature Read 180 Kaplan Reading Word Skills SRA Corrective Reading Classroom Libraries Other district approved SRPs/IRPs to strengthen comprehension <u>If a student's scores fall in Box 2+5</u> Bridges to Literature Read 180 Kaplan Reading Word Skills Accelerated Reader Be a Better Reader Other district approved SRPs/IRPs to build fluency

Monitoring Assessments	Date(s)	If	Then	Programs/Materials/Strategies
			<p>Word Analysis score is above 30th percentile (Box 4) Provide <i>enhanced</i> instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards.</p> <p>Word Analysis score is below 30th percentile (Box 5) Use Informal Diagnostic Tool Kit – Phonics Inventory to help identify specific areas of need.</p> <ul style="list-style-type: none"> • If student struggles with Phonological or Orthographic errors provide instruction in basic phonics (letter/sound patterns, syllable types, etc.). If student struggles with morphological errors provide instruction in base/root words and prefixes, suffixes and consider the diagnostic toolkit. <p>**Note: The 30th percentile cut point used in this document is given a guide to estimate the level of instructional support necessary for student success. This cut point may need to be refined within each school and district depending on local circumstances such as available resources and student performance. The 30th percentile cut point will be reevaluated by the Florida Center for Reading Research and Just Read, Florida! after data is collected during the third assessment period window in spring 2009.</p>	<p>If a student's scores fall in Box 3+4 Bridges to Literature Read 180 Kaplan Reading Word Skills Accelerated Reader Other district approved SRPs/IRPs to increase vocabulary and strengthen comprehension</p> <p>If a student's scores fall in Box 3+5 Bridges to Literature SRA Corrective Reading Word Skills Kaplan Reading Other district approved SRPs/IRPs</p>

**High School
Student Achievement and Instruction
Charts**

Chart I

Back
Thursday, July 30, 2009 2:44 PM

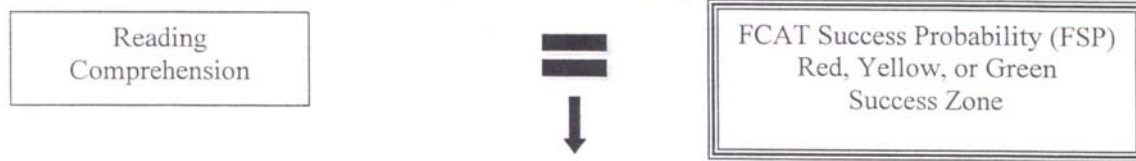
CHART I: HIGH SCHOOL INSTRUCTIONAL MATERIALS INFORMATION											
District Name: GADSDEN: 0910											
School Name	SIRP	CIRP	Educational Technology	Assessments:	Reading Intervention Minutes/Day for Level 1 and 2 Disfluent Students Grades 9-12	Reading Intervention Days/Week for Level 1 and 2 Disfluent Students Grades 9-12	Reading Intervention Minutes/Day for Level 1 and 2 Fluent Students Grades 9-12	Reading Intervention Days/Week for Level 1 and 2 Fluent Students Grades 9-12	Class Size Cap for Reading Intervention Courses	Content Area Reading Intervention Provided to 2 Readers	Class Size Cap for Content Area Reading Intervention Courses
CARTER PARRAMORE ACADEMY 0231	Reader's Handbook-9,10,11,12 Other:	READ 180-9,10,11,12 Other:	Achieve 3000 (9-12) FCAT Explorer (9-12) Apex Learning(9-12)	Screening Florida Assessments for Instruction in Reading Progress monitoring reported (fluent) Florida Assessments for Instruction in Reading Progress monitoring reported (disfluent) Florida Assessments for Instruction in Reading Outcome measure Florida Assessments for Instruction in Reading 2009-10 Student Placement Screening/Diagnostic/Other Screening: FORF Comprehension Placement Test, Progress Monitor for Fluent and	9 : 100 10 : 100 11 : 100 12 : 100	9 : 5 10 : 5 11 : 5 12 : 5	9 : 50 10 : 50 11 : 50 12 : 50	9 : 5 10 : 5 11 : 5 12 : 5	20	No	
EAST GADSDEN HIGH 0071	Reader's Handbook-9,10,11,12 Other:	READ 180-9,10,11,12 Other: Reading Edge: 13 Ways to Build Reading Comprehension-9,10,11,12	FCAT Explorer (9-12) Read 180 (9-12) Accelerated Reader (9-12)	Screening Florida Assessments for Instruction in Reading Progress monitoring reported (fluent) Florida Assessments for Instruction in Reading Progress monitoring reported (disfluent) Florida Assessments for Instruction in Reading Outcome measure Florida Assessments for Instruction in Reading	9 : 100 10 : 100 11 : 100 12 : 100	9 : 5 10 : 5 11 : 5 12 : 5	9 : 50 10 : 50 11 : 50 12 : 50	9 : 5 10 : 5 11 : 5 12 : 5	22	No	

			2009-10 Student Placement Screening/Diagnostic/Other Screening: FORF Comprehension Placement Test, Progress Monitor for Fluent and							
FLORIDA STATE HOSPITAL 0241	Other: N/A	Other: N/A	Screening NA Progress monitoring reported (fluent) NA Progress monitoring reported (disfluent) 9 :0 9 :0 9 :0 9 :0 NA 10 :0 10 :0 10 :0 10 :0 Outcome measure NA 11 :0 11 :0 11 :0 11 :0 NA 12 :0 12 :0 12 :0 12 :0 2009-10 Student Placement Screening/Diagnostic/Other This is not a school, but rather a program in the Gadsden School District.					N/A	No	
GADSDEN CENTRAL ACADEMY 9106	Other: N/A	Other: N/A	Screening NA Progress monitoring reported (fluent) NA Progress monitoring reported (disfluent) 9 :0 9 :0 9 :0 9 :0 NA 10 :0 10 :0 10 :0 10 :0 Outcome measure NA 11 :0 11 :0 11 :0 11 :0 NA 12 :0 12 :0 12 :0 12 :0 2009-10 Student Placement Screening/Diagnostic/Other					N/A	No	
	Other: N/A	Other: N/A	Screening					N/A	No	

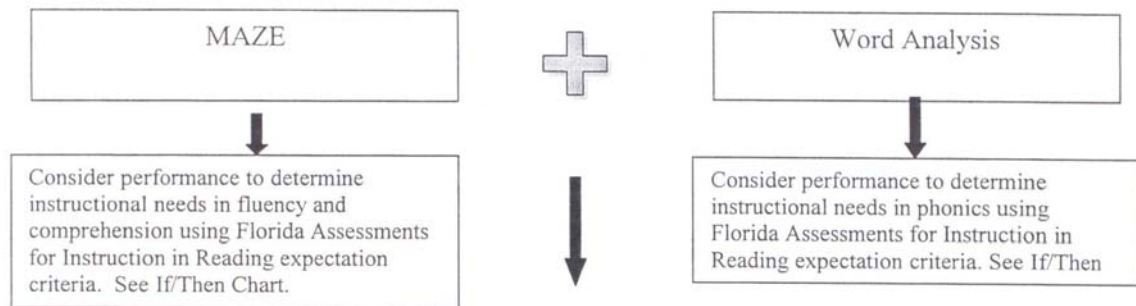
GADSDEN TECHNICAL INSTITUTE 0245			NA	NA							
			Progress monitoring reported (fluent)	NA							
			Progress monitoring reported (disfluent)	9 : 0	9 : 0	9 : 0	9 : 0				
			Outcome measure	10 : 0	10 : 0	10 : 0	10 : 0				
			NA	11 : 0	11 : 0	11 : 0	11 : 0				
			NA	12 : 0	12 : 0	12 : 0	12 : 0				
			2009-10 Student Placement Screening/Diagnostic/Other								
HOPE ACADEMY 9102	Other: N/A	Other: N/A	Screening	NA					N/A	No	
			Progress monitoring reported (fluent)	NA							
			Progress monitoring reported (disfluent)	9 : 0	9 : 0	9 : 0	9 : 0				
			Outcome measure	10 : 0	10 : 0	10 : 0	10 : 0				
			NA	11 : 0	11 : 0	11 : 0	11 : 0				
			NA	12 : 0	12 : 0	12 : 0	12 : 0				
			2009-10 Student Placement Screening/Diagnostic/Other								
WEST GADSDEN	Six- Minute Solution- 9,10,11,12 Other: Language of Literature	READ 180- 9,10,11,12 Other: Be A Better Reader (9-12)	ACHIEVE Teenbiz 3000 (9-12) FCAT Explorer (9- 12) Accelerated Reader (9- 12)	Screening Florida Assessments for Instruction in Reading					22	Yes	22
			Progress monitoring reported (fluent)	Florida Assessments for Instruction in Reading							
			Progress monitoring reported (disfluent)	9 : 100	9 : 5	9 : 50	9 : 5				
			Florida Assessments for Instruction in Reading	10 : 100	10 : 5	10 : 50	10 : 5				

HIGH 0051			Outcome measure	11:100	11:5	11:50	11:5			
			Florida Assessments for Instruction in Reading	12:100	12:5	12:50	12:5			
			2009-10 Student Placement Screening/Diagnostic/Other							
			Screening: FORF Comprehension Placement Test, Progress Monitor for Fluent and							

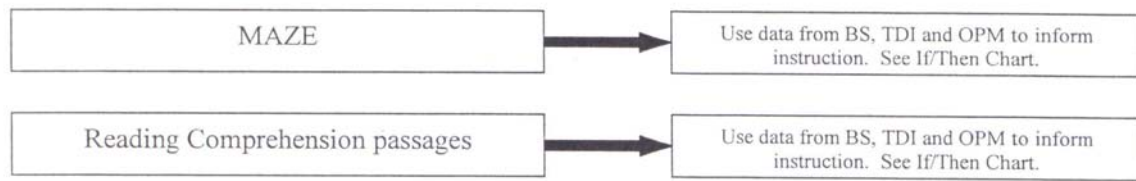
Grades 9-12 Curriculum and Assessment Decision Tree
Broad Screen/Progress Monitoring Tool (BS/PMT)
(Administered 3 times per year)



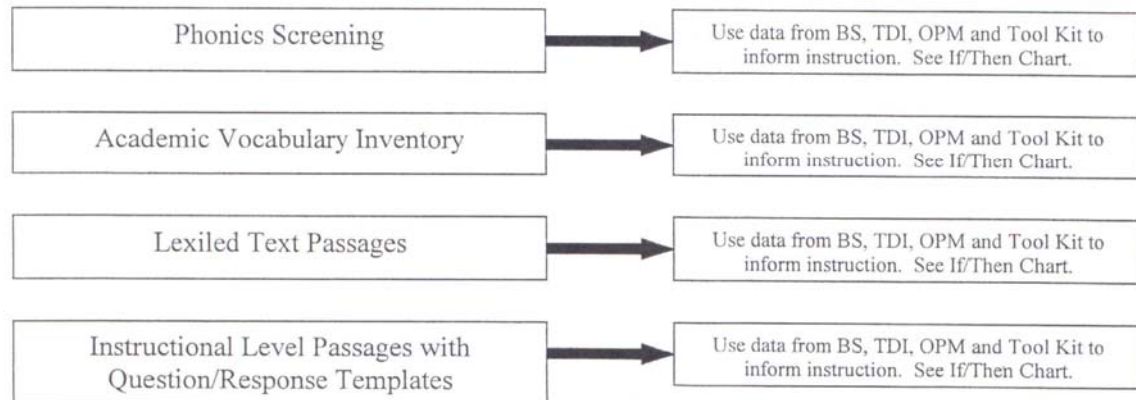
Targeted Diagnostic Inventory (TDI)
(Students scoring in Red or Yellow Success Zone – may be administered 3 times per year)



Ongoing Progress Monitoring (OPM)
(Optional for students scoring in Red or Yellow Success Zone – may be administered monthly)



Tool Kit
(Optional for students scoring in Red or Yellow Success Zone – may be administered monthly)



Screening Assessments	Dates	IF	THEN	Interventions and Materials								
FCAT/SSS and FORF Only FORF for students without FCAT SSS Scores	Spring 2009	Student scores Level 3-5 Student scores Level 1 or Level 2	Place into Advanced Reading Course (A) Administer FORF Fluency Probes to assess accuracy and rate Place into the appropriate reading intervention using placement guidelines and FCAT Fluency data. Students Scoring at Level 2 on FCAT Reading and deemed fluent based on FORF scores will be eligible for content area reading intervention where available.	Reading Courses High School (key below for levels) <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>A</th> <th>B</th> <th>C</th> <th>D</th> </tr> </thead> <tbody> <tr> <td>Advanced Reading</td> <td>Intensive Reading</td> <td>Reading I</td> <td></td> </tr> </tbody> </table> <p>Match letters to intervention column:</p> <ul style="list-style-type: none"> A. FCAT Level 3-5: Advanced Reading Course B. FCAT Level 1-2 DISFLUENT (less than 105 WCPM): Read 180 C. FCAT Level 1-2 FLUENT (≥ 105 WCPM): Read 180 or as needed 	A	B	C	D	Advanced Reading	Intensive Reading	Reading I	
A	B	C	D									
Advanced Reading	Intensive Reading	Reading I										

Our district is aware that we need to provide different reading interventions in subsequent years for students that have not responded to a specific reading intervention that was delivered with fidelity. We plan to have the reading coach or reading teacher monitor closely the students not making progress and then the Reading Leadership Team meetings will be used to help determine and select the most appropriate materials and design for the school.

Monitoring Assessments	Date(s)	If	Then	Programs/Materials/Strategies
FAIR 1 st assessment	Assessment Period 1: August/September 2009	Student's scores high	Continue to serve student in reading intervention Green Success Zone (Box 1) *	<p>Green Success Zone (Box 1) Language of Literature Reader's Handbook Reading Edge: 13 Ways to Build Classroom Libraries Accelerated Reader</p> <p>If a student's scores fall in Box 2+4 Language of Literature Read 180 Reader's Handbook Six-Minute Solution Be A Better Reader Reading Comprehension Reading Edge: 13 Ways to Build Accelerated Reader Classroom Libraries</p> <p>If a student's scores fall in Box 2+5 Language of Literature Read 180 Reader's Handbook Six-Minute Solution Be A Better Reader Reading Comprehension Reading Edge: 13 Ways to Build Accelerated Reader Classroom Libraries</p>
FAIR 2 nd assessment	Assessment Period 2: January 2010	FCAT Success Probability (Green Success Zone -- 85% and above)	<ul style="list-style-type: none"> Provide current levels of instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards <p>* Consider the use of MAZE, Word Analysis, Ongoing Progress Monitoring (OPM) tasks and the Informal Diagnostic Toolkit to further assist in determining instructional needs.</p>	
FAIR 3 rd assessment	Assessment Period 3: April 2010	Student's FCAT Success Probability (FSP) score is 84% or less (Yellow or Red Success Zone)	<p>Continue to serve student in reading intervention; determine if student is properly placed by monitoring fluency status through the use of Maze and Word Analysis scores. Use ongoing progress monitoring tools between assessment windows to ascertain progress.</p> <p>Use the appropriate rules below for each score.</p> <p>Maze score is above 30th percentile (Box 2) Provide <i>enhanced</i> instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards.</p> <p>Maze score is below 30th percentile (Box 3) Have student orally read a passage monitoring fluency rate, accuracy, expression)</p> <ul style="list-style-type: none"> If the student reads fluently, then work on comprehension strategies. If the student struggles with reading fluently, then work on strategies, addressing fluency (rate and accuracy) 	

Monitoring Assessments	Date(s)	If	Then	Programs/Materials/Strategies
			<p>Word Analysis score is above 30th percentile (Box 4) Provide <i>enhanced</i> instruction in the high-level reasoning skills, vocabulary, and reading comprehension strategies required to meet grade level standards.</p> <p>Word Analysis score is below 30th percentile (Box 5) Use Informal Diagnostic Tool Kit – Phonics Inventory to help identify specific areas of need.</p> <ul style="list-style-type: none"> If student struggles with Phonological or Orthographic errors provide instruction in basic phonics (letter/sound patterns, syllable types, etc.). If student struggles with morphological errors provide instruction in base/root words and prefixes, suffixes and consider the diagnostic toolkit. <p>**Note: The 30th percentile cut point used in this document is given a guide to estimate the level of instructional support necessary for student success. This cut point may need to be refined within each school and district depending on local circumstances such as available resources and student performance. The 30th percentile cut point will be reevaluated by the Florida Center for Reading Research and Just Read, Florida! after data is collected during the third assessment period window in spring 2009.</p>	<p>If a student’s scores fall in Box 3+4 Language of Literature Read 180 Reader’s Handbook Reading Comprehension Reading Edge: 13 Ways to Build Classroom Libraries Accelerated Reader</p> <p>If a student’s scores fall in Box 3+5 Language of Literature Read 180 Reader’s Handbook Six-Minute Solution Be A Better Reader Reading Comprehension Reading Edge: 13 Ways to Build Accelerated Reader Classroom Libraries</p>

For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided or have shown significant growth based on student data and teacher recommendation, reading intervention instruction and/or materials will be changed based on student data.

Budget

**District: Gadsden
Leadership: Budget**

Research-Based Reading Instruction Allocation 2009-2010

✓ **Approved Section**

	(dollar total)	(percentage) Percentage of Total: (rounded to the nearest percent)
Estimated Expenditures - FEFP Reading Earmark Fund Source:	\$ 287158	
Salaries and Benefits	\$ 190328	66 %
FTE of Reading Coach Positions funded solely by FEFP	3.00	
FTE of Reading Teacher Positions funded solely by FEFP		
Detailed breakdown of other salaries	No other salaries are paid from this allocation. All consultant fees and contracted services for reading professional development/program evaluation are included in the \$10,000 listed below.	
Professional Development	\$ 10000	3 %
Assessment Costs	\$ 10000	3 %
Detailed breakdown of Assessment category	Formal/Informal assessments	
Programs/Materials	\$ 9830	3 %
Detailed breakdown of Programs/Materials category	Core Supplementary, Intervention Reading Programs/Materials; Consumable reading-related supplies and materials; Non-consumable reading-related supplies and materials	
Other	\$ 67000	23 %
Detailed breakdown of Other Category	Overexpenditures in: Supplies and reading-related materials for twelve schools at \$1,000 each for a total of \$12,000; payment to instructional and non-instructional employees working in the Third Grade Reading Camp for a total of \$55,000.	
Total Estimated Expenditures - FEFP Reading Earmark Fund Source	\$ 287158	
Other funding sources used to implement plan	\$ 1035370	
Detailed breakdown of other funding sources including the source,		

amount, and use of funds

IDEA \$100,000 - (Funds to assist with supplementary and intervention reading materials), IDEA AARA \$5,110.15 (Stimulus Funds) to support two teachers working in the reading camp Title I ARRA (Stimulus Funds)\$549,162.35 - Salary support for 4 reading teachers, six elementary paraprofessionals, 2 middle school paraprofessionals, and 2 high school paraprofessionals) General funds to purchase and replace instructional materials that were adopted for grades K-12. Imagine It! consumables for grades K-5 \$141, 845.54, Glencoe Treasures-\$231, 428.98 for grades 6-12, and Renaissance Place to support the Accelerated Reader, STAR and STAR Literacy \$7, 823.48

Total cost of implementing K-12 Reading Plan \$ 1322528

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8i

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEM: Supplemental Educational Services Providers Contract

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

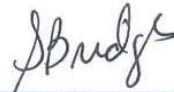
The School Board of Gadsden County is required to offer Supplemental Educational Services to students eligible to receive free/reduced price meals when schools fail to make AYP for four consecutive years. Eight (8) of the providers have submitted contracts, per state requirement.

FUND SOURCE: Title I, Part A, Basic (NCLB Public School Options)

AMOUNT: An Amount Not to Exceed \$1,235.00 per eligible student

PREPARED BY: Audrey Lewis

POSITION: Parent Services Coordinator



INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

This form is to be duplicated on light blue paper.

REVIEWED BY: Dana Martin

2009 SEP 17 AM 10:12

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 26th day of August, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: Reach For Tomorrow
Contact Address:
City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education has having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan.

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

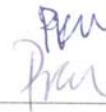
In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.



PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2008-2009 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore, Secretary for Staff Development & Personnel, for verification of clearance.

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PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

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when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.



Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

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If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 3-4 # Sessions per Month: 12-16

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 15

Time/Day of Sessions: After School

Location of Sessions: *Check all that apply.*

- School campus Provider facility Faith-based center
- Community-based center Student's home (on-line or computer-based)
- Child Care Center Public site such as public library
- Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____ – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

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- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
Provider Contract, 2009-2010

Initials MMF

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Peter K. Underwood / Chairman Peter K. Underwood / 26 Aug 09
Provider Authorized Representative: Name / Title / Signature / Date

ROCK FALL TOMORROW, INC.
Name of Supplemental Educational Service Provider:

13888 Lewis Hill Way
Address

BA ANTILEY, VA 20151
City / State / Zip Code

703-818-1425 54-1669576
Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

<u>CHARLENE FISHER / SES PROGRAM MANAGER</u>	<u>6712 ROCK FALL COURT</u>
Name / Title	Address
<u>26 AUG 703 593 1369</u>	<u>CLIFTON, VA 20124</u>
Date / Phone Number	City / State / Zip code
<u>Fax 703 803-6854</u>	

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**Gadsden District Schools
Supplemental Educational Services
Letter of Intent
2009-2010**

Provider 5 Star Learning
Contact Person Camilla Barnes
Address 1550 S. French Av.
Sanford, Fl. 32771
Telephone 407-453-1281
Fax 321-249-0534
Email administration@5starlearning.org

Please Check One:

Our organization intends to offer Supplemental Educational Services to Gadsden District Schools for the 2009-2010 school year.

Our organization is unable to offer Supplemental Educational Services to Gadsden District Schools for the 2009-2010 school year.

Camilla Barnes
Authorized Provider Contact (please print)

Camilla Barnes
Authorized Provider Signature

8/26/09
Date

Return to Gadsden District Schools Federal Programs Office, Attn: Tammy McGriff Farlin,
Director of Federal Programs & Grants, 35 Martin Luther King, Jr. Blvd., Quincy, FL 32351.

Letter of Intent must be received on August 26, 2009.

*Rec'd 9/1/09
Humble*

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 28 day of August 2009, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider:

Contact Address:

City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education has having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan.

Supplemental Educational Services
Provider Contract, 2009-2010

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. All marketing materials distributed to parents must include the following:

- “In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

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PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

Initials LB

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

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If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The MONTHLY Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 2 # Sessions per Month: 8

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 8

Time/Day of Sessions:

Location of Sessions: *Check all that apply.*

- School campus
- Community-based center
- Child Care Center
- Student's home with tutor present
- Provider facility
- Student's home (on-line or computer-based)
- Public site such as public library
- Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 70 – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Camilla Barnes CEO Camille Barnes 8/28/09
Provider Authorized Representative: Name / Title / Signature / Date

5 Star Learning

Name of Supplemental Educational Service Provider:

1550 S. French Ave.

Address

Sanford FL 32771

City / State / Zip Code

407-453-1281 260349268

Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Name / Title

Address

Date / Phone Number

City / State / Zip code

**Gadsden District Schools
Supplemental Educational Services
Letter of Intent
2009-2010**

Provider Communities In Schools of Gadsden
Contact Person Dorothy F. Thomas
Address 216 N. Adams Street
Quincy, Florida 32351
Telephone 850-558-3620
Fax 850-558-3623
Email dthomas3624@yahoo.com

Please Check One:

Our organization intends to offer Supplemental Educational Services to Gadsden District Schools for the 2009-2010 school year.

Our organization is unable to offer Supplemental Educational Services to Gadsden District Schools for the 2009-2010 school year.

Dorothy F. Thomas
Authorized Provider Contact (please print)
Dorothy F. Thomas
Authorized Provider Signature
8/24/09
Date



Return to Gadsden District Schools Federal Programs Office, Attn: Tammy McGriff Farlin,
Director of Federal Programs & Grants, 35 Martin Luther King, Jr. Blvd., Quincy, FL 32351.

Letter of Intent must be received on August 26, 2009.

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT

("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider:

Contact Address: *Communities In Schools of Gadsden*

City, Zip, State: *216 North Adams Street
Quincy, FL 32351*

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education has having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan.

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. All marketing materials distributed to parents must include the following:

- “In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

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If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly
 To the school Weekly Monthly
 To the DISTRICT Monthly

Sessions per Week: 3 # Sessions per Month: 12

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 8 9-1 p.m.

Time/Day of Sessions: 3:00 - 6:00 p.m.
Monday, Tuesday, Wednesday and Thursday (Saturday)

Location of Sessions: *Check all that apply.*

- School campus
- Provider facility
- Faith-based center
- Community-based center
- Student's home (on-line or computer-based)
- Child Care Center
- Public site such as public library
- Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 55 per hr not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed \$1,235.00 per student. *This*

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education. *

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder.

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Dorothy F. Thomas - Program Coordinator - Dorothy F. Thomas - 8/24/09
Provider Authorized Representative: Name / Title / Signature / Date

Communities In Schools of Gadsden

Name of Supplemental Educational Service Provider:

216 North Adams Street

Address

Quincy, Florida 32351

City / State / Zip Code

850-558-3620

30-0093248

Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Name / Title

Address

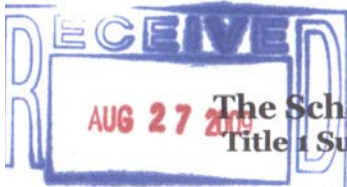
Date / Phone Number

City / State / Zip code

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The School Board of Gadsden County Florida
Title I Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 23 day of August, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: Lawstate Training Center, Inc.
Contact Address: 1700 North Monroe St. Suite 11-162
City, Zip, State: Tallahassee, FL 32303

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education has having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities is consistent with the student's IEP under IDEA or the student's section 504 plan.

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. All marketing materials distributed to parents must include the following:

- “In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

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PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT



when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.



Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.


J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

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If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:



To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 2 # Sessions per Month: 16

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 8

Time/Day of Sessions: M - Fri

Location of Sessions: *Check all that apply.*

School campus Provider facility Faith-based center

Community-based center Student's home (on-line or computer-based)

Child Care Center Public site such as public library

Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING
 PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

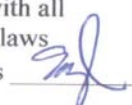
SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION
 PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS
 During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$45 – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed \$1,235.00 per student. *This*

Supplemental Educational Services
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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009**.
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

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- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

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

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Carla Jones Regional Manager Carla Jones. 8-24-2009
Provider Authorized Representative: Name / Title / Signature / Date

Laureate Learning Center
Name of Supplemental Educational Service Provider:

P.O. Box 65
Address

Fayetteville, GA 30214
City / State / Zip Code

1-877-719-5445 26-169 2170
Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Name / Title Address

Date / Phone Number City / State / Zip code

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/25/2009
PRODUCER (404)873-1561 FAX (404)873-1574 Resurgens Risk Management 1201 Peachtree Street, NE Suite 1730 Atlanta, GA 30361	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Laureate Training Center, Inc. 105 Commerce Dr. Suite E Fayetteville, GA 30214	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Underwriters Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	20SBMEZ2770	08/26/2009	08/26/2010	EACH OCCURRENCE \$ 2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 4,000,000
					PRODUCTS - COM/POP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	20SBMEZ2770	08/26/2009	08/26/2010	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER
	OTHER				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE LaToya Cotton <i>LaToya Cotton</i>

ACORD 25 (2001/08) FAX: (770)719-1237

©ACORD CORPORATION 1988

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
Laureate Learning Center, Inc.

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
P.O. Box 65

City, state, and ZIP code
Fayetteville GA 30214

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
 :
 :
 :
 OR
 Employer identification number
26:1692170

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Carl Jones* Date ▶ *8.3.09*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATS Project Success
20674 Hall Road
Clinton Township, MI 48038
Phone: (586) 465-9474
Fax: (586) 465-9481



8/13/09

Hi Tammy-

Enclosed is the signed contract you requested, along with a copy of our insurance certificate and additional required forms. Please let me know if you need any additional information.

Thank you,

Sarah Thompson
ATS Project Success
800.297.2119 ext. 253

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 13th day of August 2009, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: ATS Project Success
Contact Address: 20674 Hall Road
City, Zip, State: Winton Township, MI 48038

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education has having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan.

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until July 1, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2008-2009 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore, Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 2 (minimum) # Sessions per Month: 8 (minimum)

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor _____

Time/Day of Sessions:

Location of Sessions: *Check all that apply.*

- School campus Provider facility Faith-based center
- Community-based center Student's home (on-line or computer-based)
- Child Care Center Public site such as public library
- Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of ~~\$60.00 per hour~~ ^{\$60.00 per hour} not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

Supplemental Educational Services
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Initials _____

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder.

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

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- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
Provider Contract, 2009-2010

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address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

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

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Renee Weaver-Wright, Coordinator Renee Weaver-Wright
Provider Authorized Representative: Name / Title / Signature / Date 8-13-09

ATS Project Success
Name of Supplemental Educational Service Provider:

20674 Hall Road
Address

Clinton Township, MI 48038
City / State / Zip Code

(800) 297-2119 38-2709553
Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Name / Title Address

Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID C3 ACCUR-1	DATE (MM/DD/YYYY) 08/13/09
PRODUCER The Huttenlocher Group 1007 W. Huron Waterford MI 48328 Phone: 248-681-2100 Fax: 248-681-0362		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Accuracy Temporary Services d/b/a ATS Education Services d/b/a Creative Learning d/b/a ATS Employment Services d/b/a ATS Project Success 20674 Hall Road Clinton Township MI 48038		INSURERS AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: The Hartford (SCIC) INSURER C: INSURER D: INSURER E:	NAIC # 10677 29424

COVERAGES

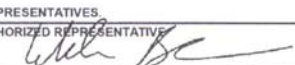
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CAP5872944	07/01/09	07/01/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000
A	<input checked="" type="checkbox"/> Sexual Misconduct	CAP5872944	07/01/09	07/01/10	PERSONAL & ADV INJURY \$ 1000000
A	<input checked="" type="checkbox"/> Dir&Officer Liab	BCP8698614	05/03/09	05/03/10	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPI/OP AGG \$ 2000000 Dir & Off 1000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	CAA5872944	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS	CAA5872944	07/01/09	07/01/10	BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	CAA5872944	07/01/09	07/01/10	PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CAP5872944	07/01/09	07/01/10	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	35WECRE6062	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Teacher's Professional Liab.	CAP5872944	07/01/09	07/01/10	Per Claim 1000000 Aggregate 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured under the above noted General Liability regarding work or services provided by the insured

*10 day notice for nonpayment and 30 day for all other

CERTIFICATE HOLDER GADSENC Gadsen County School District 35 Martin Luther King Jr. Blvd Quincy FL 32351	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2001/08)

© ACORD CORPORATION 1

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Accuracy Temporary Services

Business name, if different from above
ATS Project Success

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
20674 Hall Road

City, state, and ZIP code
Clinton Township, MI 48038

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
3	1	8	2	7	1	0	9	1
5	1	3						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *René Lebaron Wright* Date *11-22-09*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,



Michigan Department of Labor & Economic Growth
Lansing, Michigan

This is to Certify That

ACCURACY TEMPORARY SERVICES, INC.

was validly incorporated on November 12, 1986, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 30th day of August, 2005.

Andrew J. [Signature], Director

Bureau of Commercial Services



GOLD SEAL APPEARS ONLY ON ORIGINAL

ATS Project Success REPORT OF STUDENT INCIDENT OR ACCIDENT

This is a confidential report for use of our agency and the contracted school district.

Instructions:

Report all accidents or incidents that occur while providing service or those that are relayed to you during service. The person under whose jurisdiction the accident/ incident occurred must complete this report. One copy should be sent to the appropriate District Department and one copy placed in the confidential student file in the agency.

Name of Agency: _____ Contact Person: _____

STUDENT INFORMATION			
			Parent _____
Last Name _____	First Name _____	Address _____	Grade _____
Telephone (____) _____	Sex () M () F	Age _____	Date of Birth _____

Type of incident (Check all that apply) _____ Date of Incident _____ Time _____

AWOL/ Missing	School Incident	Injury/ Illness	
Substance Abuse	Police Involvement	Suicidal Ideation/ Attempt	
Physical Violence	Sexually Related	Other	

Describe the Incident: (what happened, to whom, where, and how; who involved) _____

Assessment: (what happened, why, method of intervention) _____

Report Submitted and Signed by: _____ Date: _____ Position: _____

Name of witnesses (statement attached): _____

Additional Comments (use additional sheets if necessary): _____

Action Taken. Follow-up: _____

CONTACT/ AGENCY	PERSON CONTACTED	VIA PHONE	VIA FAX	DATE
Parent/ Guardian:				
District:				
Police:				
Other:				

Signature of Agency Administrator

Date

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

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

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Renee Weaver-wright Coordinator Renee Weaver-wright
Provider Authorized Representative: Name / Title / Signature / Date 8-13-09

ATS Project Success
Name of Supplemental Educational Service Provider:

20674 Hall Road
Address

Clinton Township, MI 48038
City / State / Zip Code

(800) 297-2119 38-2709553
Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Name / Title Address

Date / Phone Number City / State / Zip code

Supplemental Educational Services
Provider Contract 2008-2010

Initials W



ATS Project Success
 20674 Hall Road
 Clinton Township, MI 48038
 Phone: (800)297-2119 Fax: (586)465-9481
 E-Mail: info@atsprojectsuccessworks.com
 Web site: www.atsprojectsuccessworks.com

FAX

To: Tammy McBriff Farlin From: Sarah Thompson

Fax #: (850) 875-2983 Date: 8-13-09

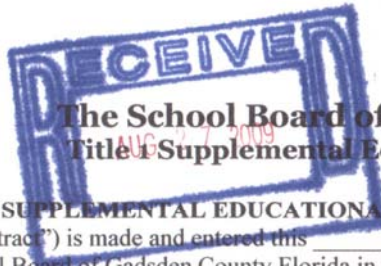
Phone #: _____ Total Pages: 2
 (including cover)

Regarding: Contract Signature Page

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Tammy-
 The original is being sent to you
 UPS.
 Thanks!
 S.T.



**The School Board of Gadsden County Florida
Title I Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "DISTRICT,") and

Name of State-Approved SES Provider: Att at JFK Tutoring
Contact Address: 1337 South State Road 7
City, Zip, State: North Lauderdale, FL 33068

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education has having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials BL

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

Supplemental Educational Services
Provider Contract, 2009-2010

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will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. All marketing materials distributed to parents must include the following:

- “In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be reprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

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when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly
 To the school Weekly Monthly
 To the DISTRICT Monthly

Sessions per Week: 2 # Sessions per Month: 8

Type of Service: *Check and complete all that apply.*

Online One-on-One
 Small Group Maximum number of students per tutor 8

Time/Day of Sessions: Anytime afterschool and on weekends

Location of Sessions: *Check all that apply.*

School campus Provider facility Faith-based center
 Community-based center Student's home (on-line or computer-based)
 Child Care Center Public site such as public library
 Student's home with tutor present

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 60 – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed \$1,235.00 per student. **This**

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amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

Supplemental Educational Services
Provider Contract. 2009-2010

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Berry Lamy / Director / *[Signature]* / 8/25/09

Provider Authorized Representative: Name / Title / Signature / Date

A++ at JFK Tutoring

Name of Supplemental Educational Service Provider:

1337 South State Road 7

Address

North Lauderdale, FL, 33068

City / State / Zip Code

954-975-7898 27-0052954

Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Sheria Griffin Regional Coordinator

Name / Title

Address

8/25/09 850-877-4614

Same address

Date / Phone Number

City / State / Zip code



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/25/09

PRODUCER City Insurance Agency
2929 N. University Dr # 107
Coral Springs, FL 33065
Phone (954)752-9976 Fax (954)752-9930

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED JUST FOR KIDS TUTORING SERVICE, INC
DBA. A++ AT JK TUTORING
1337 S State Road
North Lauderdale, FL 33068

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	UNITED STATES LIABILITY INS CO	
INSURER B:	UNDERWRITERS AT LLOYD'S	
INSURER C:	UNITED STATES LIABILITY INS CO	
INSURER D:		
INSURER E:	Technology Insurance Company	
INSURER F:		

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEXUAL ABUSE <input checked="" type="checkbox"/> MOLESTATION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1300483-E	07/25/09	07/25/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - GOV/POR/AGG
A	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	1300483-E	07/25/09	07/25/10	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY AGG
C	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENT ON \$	1300483-BXS	07/25/09	07/25/10	EACH OCCURRENCE 1,000,000 AGGREGATE
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	815157-Continuous	03/07/09	03/07/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT 1,000,000 EL DISEASE - EA EMPLOYEE 1,000,000 EL DISEASE - POLICY LIMIT 1,000,000
B		Professional Liability E&O	9921461	07/25/09	07/25/10	DED \$5000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE SCHOOL BOARD OF GADSDEN COUNTY, including all current, former, and future Board members, employees, volunteers, and agents, are named as additional insured.

GENERAL LIABILITY DEDUCTIBLE- \$1000

CERTIFICATE HOLDER

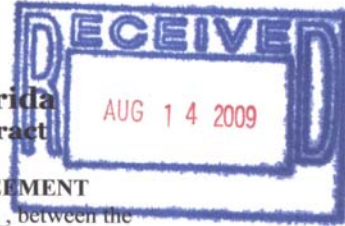
CANCELLATION

THE SCHOOL BOARD OF GADSDEN COUNTY
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**



THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT
("Contract") is made and entered this 12 day of August 2009, between the
School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the
"DISTRICT,") and

Name of State-Approved SES Provider: Learning4Today
Contact Address: 7101 West 12th Street, Ste. 400
City, Zip, State: Little Rock, AR 72204

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the
purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with
the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned
purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES
required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for
supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education
has having met the qualifications to be certified as a Supplemental Educational Services
PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if
selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its
requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan.

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. All marketing materials distributed to parents must include the following:

- “In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

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when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly
 To the school Weekly Monthly
 To the DISTRICT Monthly

Sessions per Week: _____ # Sessions per Month: _____

Type of Service: *Check and complete all that apply.*

Online One-on-One
 Small Group Maximum number of students per tutor 5:1

Time/Day of Sessions:
Mon.-Thurs. 2:30-4:30

Location of Sessions: *Check all that apply.*

- School campus
- Community-based center
- Child Care Center
- Student's home with tutor present
- Provider facility
- Student's home (on-line or computer-based)
- Public site such as public library
- Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws,

ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$40 – not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed **\$1,235.00** per student. *This*

Supplemental Educational Services
Provider Contract, 2009-2010

Initials lsc

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder,

Supplemental Educational Services
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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009**.
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
 Provider Contract. 2009-2010

Initials MSC

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms

Board Chairperson: Name / Signature / Date

Reginald C. James

Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Dr. Rutha Smith-Carr, National Director

Provider Authorized Representative: Name / Title / Signature / Date

Rutha Smith-Carr
8/12/09

Learning4Today

Name of Supplemental Educational Service Provider:

7101 West 12th Street, Ste. 400

Address

Little Rock, AR 72204

City / State / Zip Code

501.661.9291 - 27-0597405

Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Name / Title

Address

Date / Phone Number

City / State / Zip code

Policy Number:

Date Entered: 8/13/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2009

PRODUCER DC Capital Insurance Services, Inc. P.O. Box 6878 Van Buren, AR 72956 Phone: (479) 430-7480 Fax: (512) 592-7913	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED LEARNING 4 TODAY 7101 WEST 12TH ST SUITE 400 LITTLE ROCK, AR 72204	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: <u>Nationwide Insurance Company</u></td> <td></td> </tr> <tr> <td>INSURER B: <u>NCCI</u></td> <td></td> </tr> <tr> <td>INSURER C: <u>Admiral Insurance Co</u></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <u>Nationwide Insurance Company</u>		INSURER B: <u>NCCI</u>		INSURER C: <u>Admiral Insurance Co</u>		INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	63 BO 007578 3001	4/26/2009	4/26/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/> Binder	8/15/2009	8/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Professional Liability (E&O)	Pending	8/15/2009	8/15/2010	Aggregate 1,000,000 per Occurrence 1,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER THE SCHOOL BOARD OF GADSDEN COUNTY FLORIDA 35 MARTIN LUTHER KING, JR BLVD QUINCY, FL 32351	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE HAUGHT <u>Christi Haught, LUTCF</u>
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



121 N 2nd Street, Suite 301
Fort Pierce, FL 34950
772-293-0138
772-293-0211 fax

August 17, 2009

Re: SES Provider Code of Ethics

As reflected in the Assurances Section of the PROVIDER'S state application, PROVIDER agrees to adhere to the SES Provider Code of Ethics of the Education Industry Association (EIA) as revised January 8, 2008.

Please see attached Code of Conduct.

A handwritten signature in blue ink that reads 'Robin Gallant'.

Robin Gallant, State Director

A handwritten date in blue ink that reads '8-17-09'.

Dated

**Code of Professional Conduct and Business Ethics
For
Supplemental Educational Services Providers**

General Guidelines

In the conduct of business and discharge of responsibilities, Providers commit to:

1. Conduct community outreach and student recruitment and to serve students fully consistent with the terms of their state-approved application and all state and local policies.
2. Conduct business honestly, openly, fairly, and with integrity.
3. Comply with applicable laws, statutes, regulations and ordinances.
4. Avoid known conflict of interest situations.
5. Never offer or accept illegal payments for services rendered.
6. Apply these guidelines and standards throughout the company by insuring all employees understand them and act accordingly.
7. Refrain from publicly criticizing or disparaging other providers.
8. In the case of any conflict, first attempt resolution directly with each other. However, the parties involved may ask EIA to help mediate potential disputes.
9. Comply with the confidentiality and non-disclosure provisions of all applicable federal, state and local laws, including those relating to student identity, records, reports, data, scores and other sensitive information.
10. Be factual and forthright in reporting and documenting attendance rates, effectiveness of their programs, and in explaining the theoretical/empirical rationale behind major elements of its program, as well as the link between research and program design.
11. Take appropriate corrective action against provider employees, consultants or contractors who act in a manner detrimental to the letter or spirit of this code.
12. Take immediate steps to correct any actions on its part that willfully or inadvertently violate of the letter or spirit of this code.

Standards Specific to SES

EIA Members will consistently implement the NCLB Supplemental Services provisions and promote full access to SES services. To that end.

Providers Shall:

1. **Not** compensate school district employees personally in exchange for access to facilities, to obtain student lists, to assist with marketing or student recruitment, to promote enrollment in a provider's program at the exclusion of other providers, to obtain other similar benefits for their SES program, or for any illegal purpose.

2. **Not** employ any district employees who currently serve the districts in the capacity of Principal, Assistant Principal, or school or district SES Coordinator.
3. **Not** employ any individuals, including teachers, parents or community leaders, who have any governing authority over a school district or school site. The sole exception shall be in school districts that are considered rural and where there are few providers.
4. **Not** hire school-employed personnel for any purpose other than instruction-related services or program coordination, as described in item #3 in the next section below.
5. **Not** make payments or in-kind contributions to schools or school personnel, exclusive of customary fees for facility utilization in exchange for access to facilities, to obtain student lists, to increase student enrollment, to obtain other similar benefits for their SES program or for any illegal purpose.
6. **Not** misrepresent to anyone, including parents (during student recruitment), the location of a provider's program, principal/district or state's approval of a provider, or the likelihood of becoming so approved.
7. **Not** offer a student, parent or teacher any form of incentive for signing-up a student with a provider. This includes restricting the promotion of any allowable attendance or performance incentives to the period following student enrollment. Only then may the provider inform the student of any incentives that are directly linked to attendance or performance in SES.
8. **Not** sponsor promotional events including pizza parties on school grounds for student recruitment that are for the sole benefit of a single provider. The preferred practice is for the school to organize such recruitment events that are for the benefit of all providers, accepting voluntary sponsorship from providers.
9. **Not** employ any SES-enrolled student.
10. **Not** use a district enrollment form that has the selected provider's name pre-printed as part of the form. Any facsimile of the enrollment form used to demonstrate how to accurately complete it must be clearly marked as "SAMPLE" and this facsimile shall in no way be used to actually enroll the student.
11. **Not** encourage students/parents to switch providers once enrolled. A student is considered enrolled once the District has issued the formal student/Provider selection list.

Providers MAY:

1. Provide simple door prizes of a nominal value (approximately \$2 per prize) and refreshments to potential students and their families, while attending informational sessions.
2. Offer enrolled students performance rewards with a maximum value of \$50 that are directly linked to documented meaningful attendance benchmarks and/or the completion of assessment and program objectives. These incentives shall not be advertised in advance of actual enrollment.

3. Employ a parent of an SES-eligible student subject to the following conditions. Each parent of an eligible student who is hired by a provider must have a written job description and must be compensated on the same basis as all other employees of the provider who perform similar work. No parent may receive any commission or other benefit related to the enrollment of his or her child in a provider's program, nor may a parent be subject to any employment action by the provider on account of the parent's selection of an SES program for his or her child.
4. Employ school district employees (subject to items #2, #3 and #4 in the previous section above) for instruction-related services or program coordination purposes as long as the person does not restrict the marketing or enrollment opportunities of other providers, subject to District policies governing conflict of interests and other District-imposed requirements. However, tutors who are currently employed by the school district may **not** recruit students.
5. Include in tutor compensation, incentives for student achievement consistent with a company's written policy.

Code of Professional Conduct and Business Ethics
For
Supplemental Educational Services Providers

My signature below indicates that I have been given a copy of "**Code of Professional Conduct and Business Ethics for Supplemental Service Providers**," that I have reviewed it, and that I understand the Conduct that is expected of me.

Print Tutor Signature Name Here

Tutor Signature

Date

A to Z Coordinator's Signature

Date

NOTE:

This original page must be retained by A to Z In-Home Tutoring.

**The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract**

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT (“Contract”) is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the “DISTRICT,”) and

Name of State-Approved SES Provider:

Contact Address:

City, Zip, State:

Supplemental Educational Service Provider (hereinafter referred to as the “PROVIDER”) for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education has having met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT’s eligible students if selected by the parent/guardians of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student’s parents and the provider. The plan must include a statement of specific achievement goals for the students, how the student’s progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student’s IEP under IDEA or the student’s section 504 plan.

Supplemental Educational Services
Provider Contract, 2009-2010

Initials 

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This Contract shall become effective upon full execution of the contract by both parties and shall remain in force until **July 1, 2010.**

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2008-2009 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2008-2009 school year. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden County, Florida as a certificate holder and additional insured.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage
2. Copy of Additional Insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: \$1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)
Limits: \$1,000,000.00
3. Auto Liability (if the provider is transporting students)
Limits: \$1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)
Limits: \$1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Tammy McGriff Farlin, Federal Programs Director prior to distribution. All marketing materials distributed to parents must include the following:

- “In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2008-2009 school year.”

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER’S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER’S or employee’s expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. The DISTRICT reserves the right to prohibit any employee of the PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be refingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to Regina Gore , Secretary for Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Federal Program Director if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear ID badges with the employee's name and picture prominently displayed at all times while on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Federal Programs Director prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a separate contract (independent of this contract), agreed upon in advance and signed by the parents/guardian. In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.

I. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S Rental of Facilities Agreement, which outlines facilities use and fees. DISTRICT may deny an applicant's request. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment without prior approval. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the following at least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the Director of Facilities, **Mr. Wayne Sheppard**. If PROVIDER does not submit the completed form and payment 30 days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental of Facilities request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than 10 students at any one time. If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating, date, time, agency, and identity of any individual accessing student records.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student attendance sheet for each student. The student's attendance sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All records of attendance shall be maintained on the DISTRICT'S SES Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

_____ Frequent monitoring through informal or formal assessments. _____

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly

To the school Weekly Monthly

To the DISTRICT Monthly

Sessions per Week: 1-3 # Sessions per Month: 4-12

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Maximum number of students per tutor 1 on 1

Time/Day of Sessions: Before and after school, weekends

Location of Sessions: *Check all that apply.*

- School campus
- Community-based center
- Child Care Center
- Student's home with tutor present
- Provider facility
- Student's home (on-line or computer-based)
- Public site such as public library
- Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20% of students will result in DISTRICT reassigning students to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws

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ordinances, rules and regulations relating to the provision of Supplemental Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state-approved application, the student's SLP, or the student's MONTHLY Attendance Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Federal Programs Director to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section J-II for each student completed **monthly**.

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$60/hr not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2009-2010 school year will not exceed \$1,235.00 per student. *This*

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Federal Programs director at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 17, 2010. The last day to submit an invoice will be June 24, 2010, unless funds become available for services beyond June 24, 2010.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

S. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

U. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder.

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resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Section 3.B of this contract.
- II. Accident/Incident reporting procedures as described in Section G-VII of this contract.
- III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, **August 11, 2009.**
- B. This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D. If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E. This Contract may be terminated by DISTRICT or PROVIDER at any time.

- F. PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment, PROVIDER waives all rights to any future payments for damages.
- G. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER or agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Gadsden County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Tammy McGriff Farlin. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to Tammy McGriff Farlin, Title I Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. All correspondence to PROVIDER will be provided to the

Supplemental Educational Services
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Initials 

address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

- a. This Contract
- b. Student Enrollment Form completed by parents
- c. PROVIDER SES Application approved by the Florida Department of Education
- d. Insurance Provisions
- e. Tutor Training Log signed and dated by trained tutors
- f. District Employee Code of Ethics Pledge
- g. Student Learning Plan (SLP)
- h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Judge Helms
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

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

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Robin Gallant / STATE Director / Robin Gallant
Provider Authorized Representative: Name / Title / Signature / Date 8/17/09

A to Z In-Home, LLC
Name of Supplemental Educational Service Provider:

121 N. 2nd Street #301
Address

Port Pierce, FL 34950
City / State / Zip Code

772-595-3773 611436598
Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Robin Gallant / State Director
Name / Title Address

Cell Phone 321-388-5702 All else same as above
Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2009

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
1850 North Central Avenue
Suite 1700
Phoenix AZ 85004 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Providence Service Corporation
5524 E. Fourth Street
Tucson AZ 85711 USA

INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	Lexington Insurance Company	19437
INSURER C:	ACE American Insurance Company	22667
INSURER D:		
INSURER E:		

Holder Identifier :

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	655760	05/15/09	05/15/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/POP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded. \$500 <input checked="" type="checkbox"/> Collision ded. \$1,000	CA6440127	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	6796231	05/15/09	05/15/10	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC45698737	05/15/09	05/15/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
B		OTHER Prof Liability	655760 Claims Made	05/15/09	05/15/10	Each Medical Incident	\$1,000,000
						Aggregate	\$3,000,000

Certificate No : 570034430372

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The School Board of Gadsden County Florida, including all current, former and future Board members, employees, officers, volunteers, agents are included as Additional Insured with respect to the General Liability, Auto Liability policy as required by written contract. Excess liability follow form.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

ACORD 25 (2001/08)

ACORD CORPORATION 1988

INSURED

Providence Service Corporation
5524 E. Fourth Street
Tucson AZ 85711 USA

Attachment to Certificate of Insurance

Additional Named Insureds:

The Providence Service Corporation
A to Z In-Home Tutoring, LLC
AlphaCare Resources, Inc.
Americanworks, Inc.
Camelot Care Centers, Inc.
Children's Behavioral Health, Inc.
Choices Group, Inc.
College Community Services
Cypress Management Services, Inc.
Dockside Services, Inc.
Drawbridges Counseling Services, LLC
Family Based Strategies, Inc.
Family Preservation Services, Inc.
Family Preservation Services of Florida, Inc.
Family Preservation Services of North Carolina, Inc.
Family Preservation Services of South Carolina, Inc.
Family Preservation Services of Virginia, Inc.
Family Preservation Services of Washington D.C., Inc.
Family Preservation Services of West Virginia, Inc.
Maple Services, LLC
Maple Star Nevada
Maple Star Oregon, Inc.
MerryMeeting Center for Child Development (MCCD)
Oasis Comprehensive Foster Care, LLC
Providence of Arizona, Inc.
Providence Community Corrections, Inc. (formerly Camelot Care Corporation)
Providence Community Services, Inc. (formerly Pottsville Behavioral Counseling)
Providence Community Services, Inc. (DBA Ross IES)
Providence Community Services, LLC (formerly Aspen Management Services Org, LLC)
Providence Management Corporation of Florida
Providence Service Corporation of Alabama
Providence Service Corporation of Delaware
Providence Service Corporation of Louisiana
Providence Service Corporation of Maine
Providence Service Corporation of New Jersey
Providence Service Corporation of Oklahoma
Providence Service Corporation of Texas
Rio Grande Management Co., LLC
Social Services Providers Captive Insurance Company
Transitional Family Services, Inc.
WD Management, Inc.

Certificate No :

570034430372

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
A to Z In-Home Tutoring, LLC

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ **LLC** Exempt from backup withholding

Address (number, street, and apt. or suite no.)
121 N. 2nd Street Suite 301

City, state, and ZIP code
Ft Pierce, Florida 34950

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
OR								
Employer identification number								
6	1	1	4	3	6	5	9	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶  Date ▶ **8/12/09**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

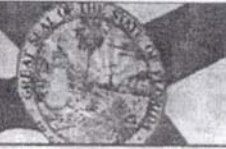
- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**



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Detail by Entity Name

Foreign Limited Liability Company

A TO Z IN-HOME TUTORING LLC

Filing Information

Document Number M06000002413
FEI Number 611436598
Date Filed 04/28/2006
State NV
Status ACTIVE

Principal Address

215 CENTERVIEW DR, STE 300
BRENTWOOD TN 37027

Changed 07/10/2008

Mailing Address

121 NORTH 2ND STREET
SUITE 301
FT. PIERCE FL 34950

Changed 01/11/2007

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE FL 32301-2525 US

Manager/Member Detail

Name & Address

Title MGRM

MCCUSKER, FLETCHER
5524 E. FOURTH STREET
TUCSON AZ 85711

Title MGRM

DEITCH, MICHAEL
5524 E. FOURTH STREET
TUCSON AZ 85711

Title MGRM

NORRIS, CRAIG
5524 E. FOURTH STREET
TUCSON AZ 85711

Annual Reports

Report Year Filed Date

2007 01/11/2007

2008 01/28/2008

Document Images

01/28/2008 -- ANNUAL REPORT [View image in PDF format](#)

01/11/2007 -- ANNUAL REPORT [View image in PDF format](#)

04/28/2006 -- Foreign Limited [View image in PDF format](#)

Note: This is not official record. See documents if question or conflict.

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SECRETARY OF STATE



LIMITED-LIABILITY COMPANY CHARTER

I, DEAN HELLER, the Nevada Secretary of State, do hereby certify that A TO Z IN-HOME TUTORING LLC did on December 2, 2002, file in this office the Articles of Organization for a Limited-Liability Company, that said Articles are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain the provisions required by the laws governing Limited-Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office in Las Vegas, Nevada, on December 2, 2002.

Dean Heller

DEAN HELLER
Secretary of State

By *Angela J. Koser*
Certification Clerk



STATE OF NEVADA - SECRETARY OF STATE

CERTIFICATE	NAME OF LIMITED-LIABILITY COMPANY	FILE NUMBER
	A TO Z IN-HOME TUTORING LLC	LLC14823-02



FILED
JAN - 9 2003
Dean Heller
Secretary of State

I, Dean Heller, the duly qualified Secretary of State of Nevada do hereby certify that the above Limited-Liability Company, after having paid the appropriate annual fee for the filing in this office a list of its Managers or Members and designation of resident agent for the above filing period, together with any required penalty and having also filed the aforesaid list as required by Nevada Revised Statutes Section 86.263 and 86.269, as amended, is hereby authorized to transact and conduct business within this state for the aforesaid period.

THIS CERTIFICATE BECOMES A RECEIPT UPON BEING VALIDATED BY THE OFFICE OF SECRETARY OF STATE

A handwritten signature in cursive script that reads "Dean Heller".

DEAN HELLER
Secretary of State

THE PROVIDENCE SERVICE CORPORATION

AMENDED AND RESTATED BYLAWS

These Bylaws are supplemental to the Delaware General Corporation Law as the same shall from time to time be in effect.

ARTICLE I STOCKHOLDERS.

Section 1.01 Place of Stockholders' Meetings. All meetings of the stockholders shall be held at such place or places, inside or outside the State of Delaware, as determined by the Board of Directors from time to time.

Section 1.02 Annual Stockholders' Meeting. The annual meeting of the stockholders for the election of directors and the transaction of such other business as may properly come before such meeting shall be held at such time and place as determined by the Board of Directors. Any business which is a proper subject for stockholder action may be transacted at the annual meeting, irrespective of whether the notice of said meeting contains any reference thereto, except as otherwise provided by applicable law.

Section 1.03 Special Meetings of Stockholders. Special meetings of the stockholders may be called at any time only by the Board of Directors, the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board of Directors, the President or the Secretary upon the written request of stockholders holding of record at least 50% of the outstanding shares of the Corporation entitled to vote at such meeting.

Section 1.04 Conduct of Stockholders' Meetings. The Chairman of the Board shall preside at all stockholders' meetings. In the absence of the Chairman of the Board, the Chief Executive Officer shall preside or, in his or her absence, any officer designated by the Board of Directors shall preside. The officer presiding over the stockholders' meeting may establish such rules and regulations for the conduct of the meeting as he or she may deem to be reasonably necessary or desirable for the orderly and expeditious conduct of the meeting. Unless the officer presiding over the stockholders' meeting otherwise requires, stockholders need not vote by ballot on any questions.

ARTICLE II DIRECTORS.

Section 2.01 Management by Board of Directors. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, regulation, the Amended and Restated Certificate of Incorporation or these Amended and Restated Bylaws directed or required to be exercised or done by the stockholders.

Section 2.02 Nomination for Directors and Submission of Proposals.

(a) Nominations for directors to be elected at a meeting of stockholders may be made only by (i) the Board of Directors (or any committee thereof), or (ii) a stockholder of the Corporation entitled to vote for the election of directors at the meeting who complies with the procedure set forth in Section 2.02(b) of these Bylaws. Business may be conducted at a meeting of the stockholders of the Corporation only if such business (i) was specified in the notice of meeting (or any supplement thereto) given by the Board of Directors, (ii) is otherwise properly brought before the meeting by the Board of Directors, or (iii) is otherwise properly brought before the meeting by a stockholder of the Corporation in accordance with the procedure set forth in Section 2.02(b) of these Bylaws. Notwithstanding the foregoing, at any time prior to the election of directors at a meeting of stockholders, the Board of Directors may designate a substitute nominee to replace any bona fide nominee who was nominated as set forth above and who, for any reason, becomes unavailable for election as a director.

(b) Nominations by stockholders for directors to be elected, or proposals by stockholders to be considered, at a meeting of stockholders and which have not been previously approved by the Board of Directors must be submitted to the Secretary of the Corporation in writing, either by personal delivery, nationally-recognized express mail or United States mail, postage prepaid, not later than (i) with respect to an election to be held, or a proposal to be considered, at an annual meeting of stockholders, the latest date upon which stockholder proposals must be submitted to the Corporation for inclusion in the Corporation's proxy statement relating to such meeting pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended, or other applicable rules or regulations under the federal securities laws or, if no such rules apply, at least ninety (90) days prior to the date one year from the date of the immediately preceding annual meeting of stockholders, and (ii) with respect to an election to be held, or a proposal to be considered, at a special meeting of stockholders, the earlier of (A) thirty (30) days prior to the printing of the Corporation's proxy materials or information statement with respect to such meeting or (B) if no proxy materials or information statement are being distributed to stockholders, at least the close of business on the fifth day following the date on which notice of such meeting is first given to stockholders. Each such nomination or proposal shall set forth: (i) the name and address of the stockholder making the nomination or proposal and the person or persons nominated, or the subject matter of the proposal submitted; (ii) a representation that the stockholder is a holder of record of capital stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to vote for the person or persons nominated, or the proposal submitted; (iii) a description of all arrangements and understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination was made, or the proposal was submitted, by the stockholder; (iv) such other information regarding each nominee proposed by such stockholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission had the nominee been nominated by the Board of Directors; and (v) the consent of each nominee to serve as a director of the Corporation if so elected. All late nominations and proposals shall be rejected.

Section 2.03 Number of Directors. The Board of Directors shall consist of not less than five (5) nor more than eleven (11) directors. The number of directors to be elected, subject to the foregoing limits, shall be determined by resolution of the Board of Directors of the Corporation.

Section 2.04 Vacancies in the Board of Directors. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of directors, shall be filled by the affirmative vote of at least a majority of the remaining members of the Board, even though less than a quorum, and each person so elected shall hold office until his or her successor shall have been duly elected and qualified, except in the event of his or her earlier resignation, removal or disqualification.

Section 2.05 Resignations of Directors. Any director may resign at any time. Such resignation shall be in writing, but the acceptance thereof shall not be necessary to make it effective.

Section 2.06 Compensation of Directors. No director shall be entitled to any salary as such, but directors shall be entitled to such compensation for their services, in the form of cash or equity of the Corporation, or a combination thereof as may be approved by the Board of Directors from time to time, including, if so approved, a reasonable annual fee for acting as a director and for chairing a committee of the Board of Directors and a reasonable fee to be paid each director for his or her services in attending meetings of the Board of Directors or committees thereof.

Section 2.07 Regular Meetings. Regular meetings of the Board of Directors shall be held on such day, at such hour, and at such place, consistent with applicable law, as the Board shall from time to time designate or as may be designated in any notice from the Secretary calling the meeting. The Board of Directors shall meet for reorganization at the first regular meeting following the annual meeting of stockholders at which the directors are elected. Notice need not be given of regular meetings of the Board of Directors which are held at the time and place designated by the Board of Directors. If a regular meeting is not to be held at the time and place designated by the Board of Directors, notice of such meeting, which need not specify the business to be transacted thereat and which may be either oral or written, shall be given by the Secretary to each member of the Board at least twenty-four (24) hours before the time of the meeting.

Section 2.08 Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors and shall be called whenever a majority of the members of the Board so request in writing. A special meeting of the Board of Directors shall be deemed to be any meeting other than the regular meeting of the Board of Directors. Notice of the time and place of every special meeting, which need not specify the business to be transacted thereat and which may be either oral or written, shall be given by the Secretary to each member of the Board at least twenty-four (24) hours before the time of such meeting.

Section 2.09 Reports and Records. The reports of officers and committees and the records of the proceedings of all committees shall be filed with the Secretary of the Corporation and presented to the Board of Directors, if practicable, at its next regular meeting. The Board of Directors shall keep complete records of its proceedings in a minute book kept for that purpose.

117562.00101/11243798v1

When a director shall request it, the vote of each director upon a particular question shall be recorded in the minutes.

Section 2.10 Committees. The following committees of the Board of Directors may be established by the Board of Directors in addition to any other committee the Board of Directors may in its discretion establish: (a) Executive Committee; (b) Audit Committee; (c) Compensation Committee; and (d) Nominating and Corporate Governance Committee.

"Independent" as used in Sections 2.12, 2.13 and 2.14 of this Article shall have the meaning proscribed under the rules and regulations promulgated by the Securities and Exchange Commission or the listing standards of The Nasdaq Stock Market, Inc. or any quotation system or exchange on which the Corporation's securities are listed, to the extent applicable to the Corporation.

Section 2.11 Executive Committee. If established by the Board of Directors, the Executive Committee shall consist of at least two (2) directors. Meetings of the Executive Committee may be called at any time by the Chairman of the Executive Committee and shall be called whenever two (2) or more members of the Executive Committee so request in writing. The Executive Committee shall have and exercise the authority of the Board of Directors in the management of the business of the Corporation between the dates of regular meetings of the Board.

Section 2.12 Audit Committee. The Audit Committee shall consist of at least three (3) directors, all of which shall be Independent and one of which shall be a financial expert to the extent required under the rules and regulations promulgated by the Securities and Exchange Commission or the listing standards of The Nasdaq Stock Market, Inc. or any quotation system or exchange on which the Corporation's securities are listed. Meetings of the Audit Committee may be called at any time by the Chairman of the Audit Committee and shall be called whenever two (2) or more members of the Audit Committee so request in writing. The Audit Committee shall have the authority, powers and responsibilities as shall be set forth in the Audit Committee Charter approved by the Board of Directors.

Section 2.13 Compensation Committee. The Compensation Committee shall consist of at least two (2) directors, all of which shall be Independent. Meetings of the Compensation Committee may be called at any time by the Chairman of the Committee and shall be called whenever two (2) or more members of the Compensation Committee so request in writing. The Committee shall determine the compensation of executive officers and shall have the authority, powers and responsibilities as the Board of Directors prescribes or sets forth in a Compensation Committee Charter.

Section 2.14 Nominating and Corporate Governance Committee. The Nominating and Corporate Governance Committee shall consist of at least three (3) directors, all of which shall be Independent. Meetings of the Nominating and Corporate Governance Committee may be called at any time by the Chairman of the Committee and shall be called whenever two (2) or more members of the Nominating and Corporate Governance Committee so request in writing. The Nominating and Corporate Governance Committee shall have the authority, powers and

responsibilities as the Board of Directors prescribes or as shall be set forth in the Nominating and Corporate Governance Committee Charter approved by the Board of Directors.

Section 2.15 Appointment of Committee Members. The Board of Directors shall appoint or shall establish a method of appointing the members of the Executive, Audit, Compensation, Nominating and Corporate Governance Committees and of any other committee established by the Board of Directors, and the Chairman of each such committee, to serve until the next annual meeting of stockholders.

Section 2.16 Organization and Proceedings. Each committee of the Board of Directors shall effect its own organization by the appointment of a Secretary and such other officers, except the Chairman, as it may deem necessary. The Secretary of the Executive Committee shall be the Secretary of the Corporation, but the Secretary of the Audit and Compensation Committees and of any other committee need not be the Secretary of the Corporation. A record of the proceedings of all committees shall be kept by the Secretary of such committee and filed and presented as provided in Section 2.09 of these Bylaws.

Section 2.17 Absent or Disqualified Committee Members. In the absence or disqualification of any member of any committee established by the Board of Directors, the members thereof who are present at any meeting of such committee and are not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another director to act at such meeting in the place of such absent or disqualified member.

Section 2.18 Absentee Participation in Meetings. A director may participate in a meeting of the Board of Directors or a meeting of a committee established by the Board of Directors by use of a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other.

ARTICLE III OFFICERS.

Section 3.01 Officers. The officers of the Corporation shall be a Chairman of the Board, a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers and assistant officers as the Board of Directors may from time to time deem advisable. Except for the Chairman of the Board, Chief Executive Officer, President, Secretary and Treasurer, the Board may refrain from filling any of the said offices at any time and from time to time. The same individual may hold any two (2) or more offices. The following officers shall be elected by the Board of Directors at the time, in the manner and for such terms as the Board of Directors from time to time shall determine: Chairman of the Board, Chief Executive Officer, President, Secretary, and Treasurer. The Chairman of the Board may appoint such other officers and assistant officers as he may deem advisable provided such officers or assistant officers have a title no higher than Vice President, who shall hold office for such periods as the Chairman of the Board shall determine. Any officer may be removed at any time, with or without cause, and regardless of the term for which such officer was elected.

Section 3.02 Chairman of the Board. The Chairman of the Board shall be a member of the Board of Directors and shall preside at the meetings of the Board and perform such other duties as may be prescribed by the Board of Directors.

Section 3.03 Chief Executive Officer. The Chief Executive Officer shall have general supervision of all of the departments and business of the Corporation; he or she shall prescribe the duties of the other officers and employees and see to the proper performance thereof. The Chief Executive Officer shall be responsible for having all orders and resolutions of the Board of Directors carried into effect. The Chief Executive Officer shall execute on behalf of the Corporation and may affix or cause to be affixed a seal to all authorized documents and instruments requiring such execution, except to the extent that signing and execution thereof shall have been delegated to some other officer or agent of the Corporation by the Board of Directors or by the Chief Executive Officer. In the absence or disability of the Chairman of the Board or his or her refusal to act, the Chief Executive Officer shall preside at meetings of the Board. In general, the Chief Executive Officer shall perform all the duties and exercise all the powers and authorities incident to his or her office or as prescribed by the Board of Directors.

Section 3.04 President. The President shall perform such duties as are incident to his or her office or prescribed by the Board of Directors or the Chief Executive Officer. In the event of the absence or disability of the Chief Executive Officer or his or her refusal to act, the President shall perform the duties and have the powers and authorities of the Chief Executive Officer. The President shall execute on behalf of the Corporation and may affix or cause to be affixed a seal to all authorized documents and instruments requiring such execution, except to the extent that signing and execution thereof shall have been delegated to some other officer or agent of the Corporation by the Board of Directors or the President.

Section 3.05 Vice Presidents. The Vice Presidents shall perform such duties, do such acts and be subject to such supervision as may be prescribed by the Board of Directors, the Chief Executive Officer or the President. In the event of the absence or disability of the Chief Executive Officer and the President or their refusal to act, the Vice Presidents, in the order of their rank, and within the same rank in the order of their seniority, shall perform the duties and have the powers and authorities of the Chief Executive Officer and President, except to the extent inconsistent with applicable law.

Section 3.06 Secretary. The Secretary shall act under the supervision of the Chief Executive Officer and President or such other officer as the Chief Executive Officer or President may designate. Unless a designation to the contrary is made at a meeting, the Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all of the proceedings of such meetings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required by these Bylaws or otherwise. The Secretary shall keep a seal of the Corporation, and, when authorized by the Board of Directors, Chief Executive Officer or the President, cause the seal to be affixed to any documents and instruments requiring it. The Secretary shall perform such other duties as may be prescribed by the Board of Directors, Chief Executive Officer, President or such other supervising officer as the Chief Executive Officer or President may designate.

Section 3.07 Treasurer. The Treasurer shall act under the supervision of the Chief Executive Officer and President or such other officer as the Chief Executive Officer or President may designate. The Treasurer shall have custody of the Corporation's funds and such other duties as may be prescribed by the Board of Directors, Chief Executive Officer, President or such other supervising officer as the Chief Executive Officer or President may designate.

Section 3.08 Assistant Officers. Unless otherwise provided by the Board of Directors, each assistant officer shall perform such duties as shall be prescribed by the Board of Directors, Chief Executive Officer, President or the officer to whom he or she is an assistant. In the event of the absence or disability of an officer or his or her refusal to act, his or her assistant officers shall, in the order of their rank, and within the same rank in the order of their seniority, have the powers and authorities of such officer.

Section 3.09 Compensation. Unless otherwise provided by the Board of Directors or the Compensation Committee, the salaries and compensation of all officers and assistant officers, other than executive officers, shall be fixed by or in the manner designated by the Chief Executive Officer.

Section 3.10 General Powers. The officers are authorized to do and perform such corporate acts as are necessary in the carrying on of the business of the Corporation, subject always to the directions of the Board of Directors.

ARTICLE IV SHARES OF CAPITAL STOCK.

Section 4.01 Authority to Sign Share Certificate. Every share certificate of the Corporation shall be signed by the Chairman, Chief Executive Officer or the President and by the Secretary or one of the Assistant Secretaries. If the certificate is signed by a transfer agent or registrar, the signature of any officer of the Corporation on the certificate may be facsimile, engraved or printed.

Section 4.02 Lost or Destroyed Certificates. Any person claiming a share certificate to be lost, destroyed or wrongfully taken shall receive a replacement certificate if such stockholder: (a) requests such replacement certificate before the Corporation has notice that the shares have been acquired by a bona fide purchaser; (b) files with the Corporation an indemnity bond deemed sufficient by the Board of Directors; and (c) satisfies any other reasonable requirements fixed by the Board of Directors.

ARTICLE V GENERAL.

Section 5.01 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 5.02 Record Date. The Board of Directors may fix any time prior to the date of any meeting of stockholders as a record date for the determination of stockholders entitled to notice of, or to vote at, the meeting, which time, except in the case of an adjourned meeting, shall be not more than sixty (60) nor less than ten (10) days prior to the date of the meeting of stockholders. In order that the Corporation may determine the stockholders eligible to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a date not more than sixty (60) days prior to such action as a record date.

Section 5.03 Emergency Bylaws. In the event of any emergency resulting from an attack on the United States, a nuclear disaster or another catastrophe as a result of which a

117562.00101/11243798v1

quorum cannot be readily assembled and during the continuance of such emergency, the following Bylaw provisions shall be in effect, notwithstanding any other provisions of these Bylaws.

(a) A meeting of the Board of Directors or of any committee thereof may be called by any officer or director upon one hour's notice to all persons entitled to notice whom, in the sole judgment of the notifier, it is feasible to notify;

(b) The director or directors in attendance at the meeting of the Board of Directors or of any committee thereof shall constitute a quorum; and

(c) These Bylaws may be amended or repealed, in whole or in part, by a majority vote of the directors attending any meeting of the Board of Directors, provided such amendment or repeal shall only be effective for the duration of such emergency.

Section 5.04 Severability. If any provision of these Bylaws is illegal or unenforceable as such, such illegality or unenforceability shall not affect any other provision of these Bylaws and such other provisions shall continue in full force and effect.

ARTICLE VI AMENDMENTS.

Section 6.01 Amendment or Repeal by the Board of Directors. Except as provided by applicable law, these Bylaws may be amended or repealed, in whole or in part, by a majority vote of the Board of Directors.

Section 6.02 Amendment or Repeal by Stockholders. These Bylaws may be amended or repealed, in whole or in part, by stockholders as provided in the Certificate of Incorporation.

Section 6.03 Recording Amendments. The text of all amendments to these Bylaws shall be attached hereto, and a notation of the date of its adoption and a notation of whether it was adopted by the directors or the stockholders shall be made in Section 7.02 hereof.

ARTICLE VII ADOPTION OF BYLAWS AND RECORD OF AMENDMENTS THERETO.

Section 7.01 Adoption and Effective Date. These Bylaws have been adopted and approved by the Board of Directors of the Corporation on March 24, 2003 and by the stockholders of the Corporation on April 4, 2003. These Bylaws shall be effective as of _____, 2003.

Section 7.02 Amendments to Bylaws.

Section Amended	Date Amended	Adopted By
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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEMS: Resolution for 09-10 Participation in the Small School District
Council Consortium

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the attached Resolution for 09-10 participation in the small school district council consortium with the accompanying fee of \$2,850.00

FUND SOURCE: General Fund

AMOUNT: \$2,850.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

**RESOLUTION FOR 09-10
PARTICIPATION IN THE
SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM**

WHEREAS, the Gadsden District School Board has determined there is a need to have educational information, interpretation, and consultation on issues relating to small and rural communities that is not independently available, and

WHEREAS, the cost of providing such services through the addition of district staff personnel would make the cost prohibitive, and

WHEREAS, the needed services are provided through the Small School District Council Consortium, and

WHEREAS, the District has participated in the consortium in previous years by official action of the Board and payment of the annual fee,

NOW THEREFORE BE IT RESOLVED, that the Gadsden District School Board authorizes the participation in the Small School District Council Consortium for fiscal year 2009-2010 and as such pays \$2,850.00 to the designated Fiscal Agent for services.

BE IT FURTHER RESOLVED, that this resolution shall authorize school district participation in the SSDCC in subsequent years through the payment of required fees.

BE IT FURTHER RESOLVED, that the Wakulla County School District serving as the SSDCC Fiscal Agent shall be the contracting agent for the employment and payment of consulting services and associated program costs.

Adopted by the Gadsden District School Board in Regular Session at Quincy, Florida on the 25th day of August, 2009.

BY: _____
Chairperson, Gadsden County District School Board

ATTEST:

Superintendent, Gadsden County School District

SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM

Founded in 1983

1118-B Thomasville Road
Tallahassee, Florida 32303

Telephone 850-224-3180
FAX 850-222-3663

INVOICE FOR PAYMENT

To: Reginald James, Superintendent of the Gadsden County School District
From: David Miller, Chairman of the Small School District Council Consortium
Re: Invoice for Payment of SSDCC Participation Fees for 2009-2010
Date: July 13, 2009

On behalf of the SSDCC, I want to thank you for your membership in the SSDCC during FY 2008-2009. We are appreciative of the continuing support that all of the members have given to the SSDCC. Your membership is especially important in the coming year as small school districts deal with limited state revenues, funding inequities, administrative requirements, and other proposals from the Florida Legislature.

At the recent business meeting of the SSDCC in Tampa, the participation fees for FY 2009-2010 were approved at the 2008-2009 levels. (The 2008-2009 fees were 5% below 2007-2008.) Therefore, this invoice is requesting a payment in the amount of \$2,850.00 for the 2009-2010 SSDCC Annual membership fees.

Please make your check payable to the **SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM** and mail it to the following address:

Small School District Council Consortium
Fiscal Agent - Attention: Ms. Pam Lawhon
Wakulla School District
P.O. Box 100
Crawfordville, Fla. 32327

This payment is for the annual services associated with the Small School District Council Consortium.

Please process this Invoice for Payment as soon as possible. If you have any questions regarding this invoice, please contact David Miller, Chairman of the SSDCC, at 850-926-0065, or Chris Doolin, Consultant to the SSDCC at 850-224-3180.

Dedicated to Addressing Small School District Concerns

SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM

Founded in 1983

1118-B Thomasville Road
Tallahassee, Florida 32303

Telephone 850-224-3180
FAX 850-222-3663

SSDCC INVOICE AND RESOLUTION PACKET FOR 09-10

Enclosed are two documents related to participation in the Small School District Council Consortium for FY 09-10.

1. INVOICE FOR PAYMENT - this invoice is for \$2,850.00 for the participation fees associated with the FY09-10 membership in the Small School District Council Consortium. Please process this invoice as soon as possible and send the payment to the Wakulla School District, the fiscal agent for the SSDCC. The Fiscal Agent serves as the repository for all SSDCC funds and as the contracting agent for SSDCC consultants and program costs.
2. DRAFT – RESOLUTION FOR 09-10 – This draft resolution authorizes the annual participation in the SSDCC. Each district adopts this to become a member. Please note that the draft resolution distributed for last year's SSDCC membership included language authorizing continuing participation in the SSDCC and you may not need readopt the resolution. In any event, we are enclosing a draft resolution for you consideration, if you deem it necessary to re-adopt the resolution. NOTE - A COPY OF THIS DRAFT RESOLUTION WILL BE E-MAILED TO THE DISTRICT SO THAT YOUR STAFF DOES NOT HAVE TO RE-TYPE THE BASE DOCUMENT.

If you have any question regarding your invoice or the draft resolution - -please do not hesitate to call me.

Thank you,



Chris Doolin
850-508-5492

Dedicated to Addressing Small School District Concerns

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE

PURCHASE ORDER NO.

07-16-2009

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

176629

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR S 1046 SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM Fiscal Agent - Atten: Pam Lawhon Wakulla School District P O Box 1000 Crawfordville FL 32327	SHIP TO THIS ADDRESS SCHOOL BOARD OF GADSDEN COUNTY 35 Martin Luther King Jr. Blvd Quincy FL 32351
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PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
------------------------	-------------	----------------

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		Renewal of: Membership in the SSDCC during the FY 2009-2010		\$2,850.00

Resolution authorizing the annual participation in the SSDCC for 09-10

FOR BOARD APPROVAL: August 25, 2009 meeting

PAY TERMS: NET 30

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

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR						FINANCE DEPT USE EXPENDITURE	
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM		AMOUNT
						\$2,850.00	

VENDOR

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10b

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEM: School Advisory Council Rosters

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

According to Florida Statutes each school is to submit School Advisory Council Rosters to the School Board for approval. Each advisory council shall be composed of the principal and an appropriately balanced number of teachers, education support employees, students, parents, and other business and community citizens who are representative of the ethnic, racial, and economic community served by the school. Attached are School Advisory Council Rosters.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Audrey Lewis

POSITION: Parent Services Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

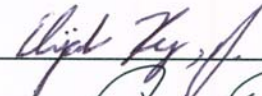
This form is to be duplicated on light blue paper.

REVIEWED BY: _____

**Gadsden County
School Advisory Council Membership Roster**

School Year 2009-2010

School Gadsden Elementary Magnet Telephone # 627-7557

Principal's Signature  Date 9/14/09

SAC Chairperson's Signature  Date 9/14/09

Name	Address	Phone #	Sex	Race	Position	Method of Selection*
Elijah Key	252 Hines Road Quincy, Fl 32351	850)6277557	M	B	Principal	Appointed
Roosevelt Rogers	P.O.Box 2401 Havana, Fl 32333	539-1165	M	B	Advisory Chair	Peer Selection
Dedric Streeter	1127 Sherwood Lane Chatt. Fl 32324	694-3538	M	B	Vice Chair	Peer Selection
Agnes Denson	64 Thomas Drive Quincy, Fl 32352	921-4212 8751553	F	B	Parent	Peer Selection
Richele Robinson	2065 Woodward Road Quincy, Fl 32352	875-1785	F	B	Parent	Peer Selection
Doris Drake	547 Dusty House Road Quincy, Fl 32352	539-2888	F	B	Parent	Peer Selection
Sue Woodall	541 N. Charles Willis Drive Midway, Fl 32343	284-7580	F	B	Parent	Peer Selection
Tenesia Clark	622 Lincoln Street Quincy, Fl 32351	556-1576	F	B	Parent	Peer Selection
Edna Bryant	149 Ranch Road Quincy, Fl 32351	875-4146	F	B	Parent Liaison	Peer Selection
Cynthia Hagins	P.O. Box 2043 Quincy, Fl 32351	627-2214	F	B	Guidance	Peer Selection
Martha Scott	5870 Shady Rest Road Havana, Fl 32333	536-9085 599-2434	F	W	Teacher	Peer Selection
Germaine Brown	6270 Att. Hwy. Quincy, Fl. 32352	879-2471	F	B	Parent	Peer Selection
Iresha Elias	710 South Love Street Quincy, Fl 32351	875-8601 ex. 230	F	B	Parent	Peer Selection
Delfina Malrales			F	H	Parent	Peer Selection
Yolanda Reed	492 St Hebron Road Quincy, Fl 32351	879-2471	F	B	Parent	Peer Selection
Sheida Horrell	20 N. Virginia Street Quincy, Fl 32351	321-4983 627-6306	F	H	Parent	Peer Selection

**Gadsden County
School Advisory Council Membership Roster**

School Year 2009-2010

School George W. Munroe Elementary Telephone# (850) 875-8800 Date 09/03/2009

Principal's Signature *Dr. Verna Norris* Date 9/3/09

SAC Chairperson's Signature *M. Roberson* Date 9/3/09

Name	Address	Phone#	Sex	Race	Position	Method of Selection*
Dr. Verna D. Norris	1830 W. King St. Quincy, FL 32351	(850) 875-8800	F	W	Principal	Elected
Emma Owens	909 3 rd Street SW Havana, FL 32333	(850)539-9671	F	B	Community	Elected
Salvadora Hernandez	P.O. Box 214 Gretna, FL 32332	(850)363-3451	F	H	Parent	Elected
Rosa Barkley	775 Quail Roost Dr. Quincy, FL32352	(850)627-7081	F	B	Community	Elected
Sheida Horrell	20 N. Virginia St. Quincy, FL32351	(850)627-6306	F	H	Parent	Elected
Pamela Blanchard	244 Friday Rd. Quincy, FL 32351	(850)627-2954	F	W	Parent	Elected
Maxine Scott	115 Sircy Ct. Quincy, FL 32352	(850)875-2054	F	W	Community	Elected
Lola Fulmer	228 Pt. Milligan Rd. Quincy, FL 32352	(850)694-2169	F	W	Parent	Elected
Cedrick Campbell	103 S. Chalk St. Quincy, FL 32351	(850)875-1941	M	B	Parent	Elected
LaTisha Figgers	716 Pt. Milligan Rd. Quincy, FL 32351	(850)545-0562	F	B	Teacher PK	Elected
Diane Keaton	796 S. Virginia St. Quincy, FL32351	(850)875-1332	F	B	Teacher 1 st Grade	Elected
Julie Viel	2693 Tess Cir. Tallahassee, FL 32304	(850)321-2147	F	W	Teacher KG	Elected
Mimi Robinson	81 Live Oak Ln. Quincy, FL 32351	(850)875-1585	F	W	Parent/ Volunteer	Elected
Carla Wells	570 Sparkleberry Blvd. Quincy, FL32351	(850)264-6988	F	B	Reading Coach	Elected
Stacey Hannigon	921 W. Clark St. Quincy, FL3251	(850)321-5148	F	A.A.	Parent	Elected
Shannon Williams	138 Pinetree Ln. Quincy, FL32351	(850)875-9962	F	B	Teacher 1 st Grade	Elected

George Munroe

Sara Graham	P.O. Box 400 Gretna, FL 32332	(850)856-5237	F	B	Teacher 3 rd Grade	Elected
Carolyn Francis	380 Rustling Pine Blvd. Midway, FL 32343	(850)7650650	F	B	Teacher Reading Coach	Elected
Clementine Murray	P.O. Box 7 Gretna, FL 32332	(850)856-5290	F	B	Parent	Elected
Dawn Germany	290 Faircloth Rd. Chattahoochee, FL 32324	(850)663-2134	F	B	Parent	Elected
Michelle Mendelson	905 Forrest Dr. Quincy, FL 32351	(850)627-7564	F	W/H	Parent	Elected
Sharmarie Gray	4029 Pt. Milligan Rd. Quincy, FL 32351	(850) 875-5011	F	W	Parent	Elected
Flor Edwards	5125 Bristol Hwy. Quincy, FL 32351	(850)442-3459	F	H	Parent	Elected
Doug Edwards	5125 Bristol Hwy. Quincy, FL 32351	(850)442-3459	M	W	Parent	Elected
Joyce Austin	200 Circle Drive Quincy, FL 32351	(850)875-1887	F	B	Teacher 5 th Grade	Elected
Maxine Sylvester	1951 N. Meridian Rd Tallahassee, FL 32303	(850)383-9750	F	B	Teacher 4 th Grade	Elected
Oween Bell	P O Box 7028 Bainbridge, GA 39818	(229)248-1604	F	A/A	Teacher 2 nd Grade	Elected

DUE: SEPTEMBER

**Gadsden County
School Advisory Council Membership Roster**

School Year 2009-2010

School Havana Middle School

Telephone (850) 539-2043

Principal's Signature [Signature]

Date 9/3/09

SAC Chairperson's Signature [Signature]

Date 9-4-09

Name	Address	Phone Number	Sex	Race	Position	Method of Selection
Barrington, Kenneth	P.O. Box 3251 Tallahassee, FL 32315	538-1690 893-8773	M	B	Faith Based	Peer Election
Chandler, Rhunette	215 SE 3 rd St. Havana, FL 32333	539-4997	F	B	SAC'S Chairperson	Peer Election
Blackburn, Louise	P.O. Box 847 Havana, FL 32333	539-1218	F	W	Community Leader	Peer Election
Moton, Tiffoni	536 Marcy's Lane Tallahassee, FL 32305	320-5441	F	B	Teacher	Peer Election
Peterson, Cheryl	137 N. Charles Willis Dr. Midway, FL 32342	539-1481	F	B	Teacher	Peer Election
Jackson, Dr. Sylvia	P.O. Box 669 Quincy, FL 32353	627-1302	F	B	Principal	Peer Election
Diana McKeown	2434 Dundee Drive Tallahassee, FL 32308	591-0663	F	W	Teacher	Peer Election

Cannon, Messana	110 W. 16 th Ave. Apt. F-117 Havana, FL 32333	539-1645	F	B	Parent	Peer Election
Robinson, Portia	440 Rustling Pines Blvd. Midway, FL 32343	728-1895(H) 539-2043(W)	F	B	Counselor	Peer Election
Jefferson, Tracy	8412 Lenova Lane Tallahassee, FL 32305	251-7973(H)	M	B	Teacher	Peer Election

Jones, Linda	188 Little Farm Road Havana, FL 32333	539-4629	F	B	Teacher	Peer Election
McLean, Christina	110 W. 16 th Ave. Apt.L-133 Havana, FL 32333	322-7787	F	B	Parent Liaison	Peer Election
Clayton, Larry	P.O. Box 704 Havana, Fl 32333	627-7152	M	W	Community Leader	Peer Election
Morrison, Victoria	550 Chinaberry Ln. Havana, FL 32333	539-1289	F	W	Parent	Peer Election
Brown, Bettye	395 Mary Brown Rd, Quincy, FL 32352	627-7706	M	B	Cafeteria Manager	Peer Election

**Gadsden County
School Advisory Council Membership Roster**

School Year 2009-2010

School Greensboro Elementary School

Telephone # 442-6327

Principal's Signature *Steph Oth* Date 9-14-08

SAC Chairperson's Signature *Jennifer Rodriguez* Date 9-14-08

Name	Address	Phone #	Sex	Race	Position	Method of Selection
Earline Williams	678 Williams Rd, Chattahoochee Fl, 32324	442-9223	F	B	Parent	Chosen by peers
Anastasia McMillian	2640 Providence Rd, Quincy Fl, 32330	442-4871	F	B	Parent	Chosen by peers
Jennifer Rodriquez	187 Juniper Rd Greensboro Fl, 32330	442-6281	F	H	Chairperson	Chosen by peers
Lorena Salais	Bristol Highway Quincy, Fl 32330	442-4773	F	H	Parent	Chosen by peers
James White	685 Rowan Rd Quincy Fl, 32330	442-4257	M	W	Parent	Chosen by peers
Tamika Battles	559 Greensboro Hwy, Quincy, Fl 32351	442-6327	F	B	Parent Liason	assigned
Ella Ponder	559 Greensboro Hwy, Quincy, Fl 32351	442-6327	F	B	Principal	assigned
Gloria Castenada	559 Greensboro Hwy, Quincy, Fl 32351	442-6327	F	H	Teacher	assigned
Kathryn Pouncey	35 Martin Luther King Blvd. Quincy fl.32351	442-9651	F	H	District Support	assigned
Betty Ramirez	983 Greensboro Hwy. 32351	4429219	F	H	Parent	Chosen by peers
Greensboro United Methodist Church Patsy Pitts	PO Box 226 Greensboro, FL 32330	442-6244	F	W	Business Partner	assigned
Miracle Temple Church of God and Christ Shirley Walker	PO Box 477 Gretna ,FL 32332	856-9211	F	B	Business Partner	assigned

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10c

DATE OF SCHOOL BOARD MEETING: September 22, 2009

TITLE OF AGENDA ITEM: Master Inservice Plan Approval Verification

DIVISION:

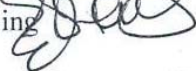
 This is a CONTINUATION of a current project, grant, etc.

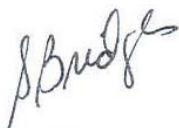
PURPOSE AND SUMMARY OF ITEM:

Approval of the 2007-2012 Master In-service Plan for the 2009-2010 school term.
Revisions are attached.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Erica Starling 

POSITION: Director of Human Resources/Staff Development 

RECEIVED
2009 SEP 17 PM 2:10
PERSONNEL DEPARTMENT
2009 SEP 14 AM 8:51
GALESON SCHOOL BOARD
OFFICE ASSISTANT


INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 1

CHAIRMAN'S SIGNATURE: page(s) numbered 1

This form is to be duplicated on light blue paper.

REVIEWED BY: 

The School Board of Gadsden County



BUILDING A BRIGHTER FUTURE

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

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

MASTER INSERVICE PLAN APPROVAL VERIFICATION

Person Responsible for District Inservice Plan

ERICA STARLING

District Professional Development Director

VERIFICATION

This verifies that the 2007-2012 Master Inservice Plan was approved by the
Gadsden County School Board on September 22, 2009.

Superintendent of Schools

School Board Chairman

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

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

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

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

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

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

**PAEC Master In-service Plan
2009 Renewal**

Overview of Revisions

Cover and Introduction	<ul style="list-style-type: none"> ▪ Removed reference to Osceola County’s participation in the Athletic Coaching Endorsement ▪ Changed the date in the footer
Sections Cover Sheet : reformatted district names in column format	
Section I	<ul style="list-style-type: none"> ▪ Updated year reference in the page footer ▪ Revised paragraph 3 under Background on original p. I-1 ▪ Revise “funding” allocation amount on original p. I-4 (\$1.25/1.35), if Board Approved ▪ Deleted 1st paragraph and “Major Responsibilities” on original p. I-5
Section II	<ul style="list-style-type: none"> ▪ Updated reference for “sources” on original p. II-1 ▪ revised 4th paragraph on original p. II-2 ▪ inserted a “note” at end of original p. II-6
Section III	<ul style="list-style-type: none"> ▪ Revised Needs Assessment information decreased number of pages from 4 to 1 ▪ Updated needs assessment
Section IV	<ul style="list-style-type: none"> ▪ Deleted “Building the Connections” from original p. IV-1 ▪ Added a statement regarding Dash Board on original page IV-5 ▪ Revised “Professional Development Plans on original p. IV-6 ▪ Deleted “Raising the Bar Through a Focus on Curriculum and Instruction from original p. IV-7 ▪ Deleted “How Does the System Work?” from original p. IV-8 ▪ Deleted “Method for Documentation of Established Plans from original p. IV-9 ▪ Renamed bullet #5 and deleted bullet #10 on original p. IV-11 ▪ Deleted district FCAT comparison on original page IV-13 and added “Support of Differentiated Accountability Implementation”
Section V	<ul style="list-style-type: none"> ▪ Updated “Overview” and “In-service Point System” on original pp. V-1,2 ▪ Corrected Appendix references for all endorsement programs and revised titles of ESOL endorsement courses on original page V-4 ▪ Updated “PDA Form” on original p. V-8 ▪ Corrected information regarding F.S.1012.858(3)(a)(b) original p. V-13 ▪ Updated comparison of years on original p. V-14 ▪ Original page V-16-20—corrected/added Appendix reference at the bottom of pages and revised titles for ESOL courses ▪ Original page V-22-23—inserted updated version of Alternative Certification Overview ▪ Original page V-29 – updated Florida educator certification renewal requirements ▪ Listed information only once (original pp. V-30 through V-142) and referenced the component spiral ▪ Delete original pp. V155-157, V159-160 except for overview of topic, and,

Revised May-June, 2009

	referenced the component spiral
Section VI	Updated all forms
Section VII	<p>Appendix A:</p> <ul style="list-style-type: none"> ▪ Deleted Senate Bill 1908 ▪ Deleted Senate Bill 1712 ▪ Deleted House Bill 669 ▪ Deleted Senate Bill 610 <p>Appendix B:</p> <ul style="list-style-type: none"> ▪ Deleted TAP No. K12:2006-75 ▪ Deleted TAP No. K12:7-129 ▪ Deleted TAP July 6, 2007 ▪ Included TAP K-12 2007:24 ▪ Deleted Protocol System ▪ Deleted PDA Alphabetical Listing, but added a reference to website location <p>Appendix C: Revised the Districts' calendar for the 2009-10 year</p> <p>Appendix D:</p> <ul style="list-style-type: none"> ▪ Included "Sources of Competencies" ▪ Updated Reading Endorsement ▪ Updated ESOL Endorsement <p>Appendix E:</p> <ul style="list-style-type: none"> ▪ Updated all electronic tools information ▪ Deleted HQT information
Component Spiral	Included the DOE Information Data Base Requirements

Revised May-June, 2009

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11a

DATE OF SCHOOL BOARD MEETING: September 22, 2009, 2009

TITLE OF AGENDA ITEM: Approval of School Board Rule 2.25 (Job Description) and 7.51 (Payroll Procedures)

DIVISION: Administration

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

PURPOSE AND SUMMARY OF ITEM:

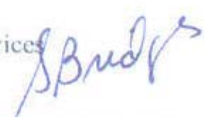
Approval of School Board Rule 2.25 (Job Description for Field Trips/Activity Bus Coordinator, School Food Service Financial Coordinator, and School Food Service Production Coordinator) and approval of School Board Rule 7.51 (Payroll Procedures) of the Gadsden County School Board rules is requested.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sonja Bridges, Ed.D.

POSITION: Assistant Superintendent for Academic Services



INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY:  _____

GADSDEN COUNTY SCHOOL BOARD

REGULAR MEETING: September 22, 2009

Suggested script for amending Gadsden County School Board Rule 2.25 (Job Description) and 7.51 (Payroll Procedures)

() CHAIRPERSON

The next agenda item is Item Number ____ which includes consideration of, and action upon Position Description which is a subsection of Rule 2.25 and Rule 7.51 (Payroll Procedures). Based upon professional judgment and past experience, modifications of this rule will have little to no economic impact. For this reason no action is being taken on an economic impact statement. THIS PUBLIC HEARING IS INCLUDED IN THE REGULAR MEETING OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, held on September 22, 2009, in the regular School Board Meeting Room in the Max D. Walker Administration Building at Number 35 Martin Luther King Jr. Blvd., Quincy, Florida. The hearing is for the purpose of receiving input and comments from the public on Rules 2.25 and 7.51. This hearing is being electronically recorded. The hour is now ____ p.m. At an appropriate time, the Chair will invite from the audience questions, comments, evidence, arguments, oral statements or other information regarding the proposed action.

At that time, each individual wishing to address the Board will please first rise, be recognized by the Chair, and state her or his name.

() SUPERINTENDENT

Mr./Madam Chairperson, each member of the Board has been furnished a copy of the proposed Amended Rules previously described by you. I recommend that the Board amend Position Description which is a subsection of Rule 2.25 and Rule 7.51 (Payroll Procedures).

() CHAIRPERSON

If there is anyone who wishes to ask questions, make comments, present evidence or oral arguments or present other information regarding the proposed action, you may do so at this time.

(QUESTIONS, COMMENTS, ETC., IF ANY.)

() A MEMBER

Mr./Madam Chairperson, I move to amend Rule 2.25 and 7.51.

() A MEMBER

I second the motion.

() CHAIRPERSON

There is a motion and a second to amend Rule 2.25 and 7.51. Is there any further discussion? All in favor of the motion please say aye- All opposed... The rule has been amended and it is so ordered. The next item on the agenda is Item Number _____.

SCHOOL BOARD OF GADSDEN COUNTYJOB DESCRIPTION**FIELD TRIPS/ACTIVITY BUS COORDINATOR****QUALIFICATIONS:**

- (1) High School Diploma or equivalent
- (2) Two years bookkeeping experience preferred
- (3) Ability to operate a computer and utilize software as appropriate
- (4) A valid Florida CDL driver's license with Passenger Endorsement preferred
- (5) Ability to communicate, read, write and speak in the English language

KNOWLEDGE, SKILLS AND ABILITIES:

Demonstrated knowledge of district geography and surrounding area; knowledge of basic computer operations, prior experience with coordinating field trips preferred. Ability to effectively communicate in English orally and in writing.

REPORTS TO: Director of Transportation

JOB GOAL

To provide the safest, highest level of service to schools and students desiring to take field and activity trips.

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Maintain field trip rosters of operator seniority for bidding and assigning field trips.
- * (2) Operate field trip software.
- * (3) Coordinate field trip requests from schools and outside agencies.
- * (4) Provide appropriate travel instructions to field trip drivers.
- * (5) Provide clerical assistance as needed to the Director of Transportation.
- * (6) Assist with compiling payroll data for input into Terms.
- * (7) Process bills to schools and outside agencies as needed.
- * (8) Compile necessary information and complete financial reports as directed.
- * (9) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

- * (10) Meet and deal effectively with the general public, staff members, parents, administrators other contact persons using tact and good judgment.
- * (11) Be in regular attendance, punctuality and other qualities of an appropriate work ethic.
- * (12) Ensure adherence to good safety standards.
- * (13) Maintain confidentiality regarding school/workplace matters.

@EMCS

Board Approved 00/00/0000

- *(14) Model and maintain high ethical standards.
- *(15) Maintain expertise in assigned area to fulfill position goals and objectives.
- *(16) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- *(17) Exercise service orientation when working with others.
- *(18) Keep supervisor informed of potential problems or unusual events.
- *(19) Use effective, positive interpersonal communication skills.
- *(20) Respond to inquiries and concerns in a timely manner.

System Support

- *(21) Exhibit interpersonal skills to work as an effective team member.
- *(22) Follow federal and state laws as well as School Board policies, rules and regulations.
- *(23) Demonstrate support for the school district and its goals and priorities.
- *(24) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *(25) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(26) Participate in cross-training activities as required.
- *(27) Perform other duties as assigned.

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan.
Length of the work year and hours of employment shall be those established by the district.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities

SCHOOL BOARD OF GADSDEN COUNTY

JOB DESCRIPTION

FIELD TRIPS/ACTIVITY BUS COORDINATOR

QUALIFICATIONS:

- (1) High School Diploma or equivalent
- (2) Two years bookkeeping experience preferred
- (3) Ability to operate a computer and utilize software as appropriate
- (4) A valid Florida CDL driver's license with Passenger Endorsement preferred
- (5) Ability to communicate, read, write and speak in the English language

KNOWLEDGE, SKILLS AND ABILITIES:

Demonstrated knowledge of district geography and surrounding area; knowledge of basic computer operations, prior experience with coordinating field trips preferred. Ability to effectively communicate in English orally and in writing.

REPORTS TO: Director of Transportation

<p>JOB GOAL</p> <p>To provide the safest, highest level of service to schools and students desiring to take field and activity trips.</p>
--

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- *(1) Maintain field trip rosters of operator seniority for bidding and assigning field trips.
- *(2) Operate field trip software.
- *(3) Coordinate field trip requests from schools and outside agencies.
- *(4) Provide appropriate travel instructions to field trip drivers.
- *(5) Provide clerical assistance as needed to the Director of Transportation.
- *(6) Assist with compiling payroll data for input into Terms.
- *(7) Process bills to schools and outside agencies as needed.
- *(8) Compile necessary information and complete financial reports as directed.
- *(9) Demonstrate initiative in the performance of assigned responsibilities.

Employee Qualities/Responsibilities

- *(10) Meet and deal effectively with the general public, staff members, parents, administrators and other contact persons using tact and good judgment.
- *(11) Be in regular attendance, punctuality and other qualities of an appropriate work ethic.
- *(12) Ensure adherence to good safety standards.
- *(13) Maintain confidentiality regarding school/workplace matters.

@EMCS

Board Approved 09/22/2009

- *(14) Model and maintain high ethical standards.
- *(15) Maintain expertise in assigned area to fulfill position goals and objectives.
- *(16) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- *(17) Exercise service orientation when working with others.
- *(18) Keep supervisor informed of potential problems or unusual events.
- *(19) Use effective, positive interpersonal communication skills.
- *(20) Respond to inquiries and concerns in a timely manner.

System Support

- *(21) Exhibit interpersonal skills to work as an effective team member.
- *(22) Follow federal and state laws as well as School Board policies, rules and regulations.
- *(23) Demonstrate support for the school district and its goals and priorities.
- *(24) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *(25) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(26) Participate in cross-training activities as required.
- *(27) Perform other duties as assigned.

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan.
Length of the work year and hours of employment shall be those established by the district.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities

SCHOOL DISTRICT OF GADSDEN COUNTY**JOB DESCRIPTION****SCHOOL FOOD SERVICE FINANCIAL COORDINATOR****QUALIFICATIONS:**

- (1) High School diploma or equivalent
- (2) Minimum of three (3) years of experience in school food service finance and auditing
- (3) Experience in using computer equipment and in determining needs for continuing software development

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of State Board of Education regulations, state statutes, federal laws, USDA regulations as they relate to food service. Proficient in basic English and accounting skills. Skilled in computer applications for revenue reporting, meal claiming and free/reduced lunch application approval. Knowledge of general accounting principles and cash control standards. Knowledge of and skill in electronic spreadsheets and other computer applications. Ability to work independently. Effective oral and written communication skills. Possess good mathematical skills.

REPORTS TO:

Assistant Superintendent for Business Services

JOB GOAL

To provide services to all district schools and departments in the most accurate, efficient and timely manner. Administer the Food Service Program at the highest level and most efficient manner to meet nutritional needs and program acceptability for students and staff in accordance with federal, state and local requirements.

SUPERVISES:

Assigned Personnel

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan.

Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- *(1) Manage the school food service financial operations to ensure compliance with federal, state and local regulations.
- *(2) Supervise school food service personnel jointly with the SFS Production Coordinator.
- *(3) Assume responsibility for accurate meal counts, cash collections and deposits.
- *(4) Responsible for food service program revenue claim reporting and oversight of expenditures for payroll and accounts payable.
- *(5) Responsible for coordinating requests by auditors in a timely and efficient manner.
- *(6) Maintain records and submit reports as required.
- *(7) Supervise all food and non-food orders from District and outside vendors.
- *(8) Maintain accurate inventory of food and non-food items.
- *(9) Maintain high standards of safety, security and sanitation.
- *(10) Exercise managerial skills to control food, labor and non-labor costs.
- *(11) Assist the Production Supervisor with employment, re-employment, transfers and resignations.
- *(12) Work with Principals and teachers in planning, developing and utilizing the school food service program as a service and educational asset in the school program.
- *(13) Performs other duties as assigned by the Assistant Superintendent for Business Services.

Employee Qualities/Responsibilities

- *(14) Maintain confidentiality regarding all matters related to assignment.
- *(15) Participate in workshops and training sessions as required.
- *(16) Maintain work area in a safe and secure manner.
- *(17) Provide for positive communication among staff.
- *(18) Model and maintains high ethical standards.
- *(19) Communicate well with co-worker, school personnel and the Production Coordinator.
- *(20) Follow attendance and proper dress rules as required.
- *(21) Display an appropriate work ethic.

System Support

- *(22) Prepare all required reports and maintain all appropriate records.
- *(23) Knowledge of and the ability to utilize the computer for a variety of functions relative to the program.
- *(24) Represent the School Board in an appropriate manner.
- *(25) Perform other incidental tasks consistent with the goals and objectives of the District and this position.
- *(26) Provide ongoing in-service training for food service personnel.
- *(27) Perform other duties as assigned.

*Essential Performance Responsibilities

SCHOOL DISTRICT OF GADSDEN COUNTY

JOB DESCRIPTION

SCHOOL FOOD SERVICE FINANCIAL COORDINATOR

QUALIFICATIONS:

- (1) High School diploma or equivalent
- (2) Minimum of three (3) years of experience in school food service finance and auditing
- (3) Experience in using computer equipment and in determining needs for continuing software development

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of State Board of Education regulations, state statues, federal laws, USDA regulations as they relate to food service. Proficient in basic English and accounting skills. Skilled in computer applications for revenue reporting, meal claming and free/reduced lunch application approval. Knowledge of general accounting principles and cash control standards. Knowledge of and skill in electronic spreadsheets and other computer applications. Ability to work independently. Effective oral and written communication skills. Possess good mathematical skills.

REPORTS TO:

Assistant Superintendent for Business Services

JOB GOAL

To provide services to all district schools and departments in the most accurate, efficient and timely manner. Administer the Food Service Program at the highest level and most efficient manner to meet nutritional needs and program acceptability for students and staff in accordance with federal, state and local requirements.

SUPERVISES:

Assigned Personnel

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Manage the school food service financial operations to ensure compliance with federal, state and local regulations.
- * (2) Supervise school food service personnel jointly with the SFS Production Coordinator.
- * (3) Assume responsibility for accurate meal counts, cash collections and deposits.
- * (4) Responsible for food service program revenue claim reporting and oversight of expenditures for payroll and accounts payable.
- * (5) Responsible for coordinating requests by auditors in a timely and efficient manner.
- * (6) Maintain records and submit reports as required.
- * (7) Supervise all food and non-food orders from District and outside vendors.
- * (8) Maintain accurate inventory of food and non-food items.
- * (9) Maintain high standards of safety, security and sanitation.
- * (10) Exercise managerial skills to control food, labor and non-labor costs.
- * (11) Assist the Production Supervisor with employment, re-employment, transfers and resignations.
- * (12) Work with Principals and teachers in planning, developing and utilizing the school food service program as a service and educational asset in the school program.
- * (13) Performs other duties as assigned by the Assistant Superintendent for Business Services.

Employee Qualities/Responsibilities

- * (14) Maintain confidentiality regarding all matters related to assignment.
- * (15) Participate in workshops and training sessions as required.
- * (16) Maintain work area in a safe and secure manner.
- * (17) Provide for positive communication among staff.
- * (18) Model and maintains high ethical standards.
- * (19) Communicate well with co-worker, school personnel and the Production Coordinator.
- * (20) Follow attendance and proper dress rules as required.
- * (21) Display an appropriate work ethic.

System Support

- * (22) Prepare all required reports and maintain all appropriate records.
- * (23) Knowledge of and the ability to utilize the computer for a variety of functions relative to the program.
- * (24) Represent the School Board in an appropriate manner.
- * (25) Perform other incidental tasks consistent with the goals and objectives of the District and this position.
- * (26) Provide ongoing in-service training for food service personnel.
- (27) Perform other duties as assigned.

*Essential Performance Responsibilities

SCHOOL DISTRICT OF GADSDEN COUNTYJOB DESCRIPTION**SCHOOL FOOD SERVICE PRODUCTION COORDINATOR**QUALIFICATIONS:

- (1) High School diploma or equivalent
- (2) Minimum of ten (10) years of experience in school food service management
- (3) Experience in menu planning, food purchasing, food preparations and serving in a food service situation
- (4) Extensive knowledge and experience in large quantity cooking and food handling
- (5) Prior experience in supervision and evaluation

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of State Board of Education regulations, state statues, federal laws, USDA regulations as they relate to food service. Ability to work with volunteers, students, and teachers to increase knowledge of healthy choices and promote meal participation through various activities. Knowledge of the principles of quantity food preparation. Knowledge of and use of a wide variety of food service equipment. Extensive knowledge of planning, preparation and service of a large variety of foods. Knowledge of health, safety and sanitary practices in HAACP/SERVSAFE relative to the school food service operation. Considerable knowledge of nutrition and food value. Ability to requisition food and supplies and maintain an inventory. Ability to work at a fast pace.

REPORTS TO:

Assistant Superintendent for Business Services

JOB GOAL

To plan, organize and direct the production of the School Food Service program for the School District. Administer the Food Service Program at the level in an efficient manner to meet nutritional needs and program acceptability for students and staff in accordance with federal, state and local requirement.

SUPERVISES:

Cafeteria Managers
Cafeteria Workers

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan.
Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Boards policy on evaluation of personnel.

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- *(1) Manage the entire school meal service production to ensure compliance with federal, state and local regulations.
- *(2) Supervise school food service personnel jointly with the SFS Financial Coordinator.
- *(3) Prepare work schedules and specific duties for school food service personnel.
- *(4) Assume responsibility for accurate meal counts, cash collections and deposits.
- *(5) Responsible for coordinating requests by auditors in a timely and efficient manner.
- *(6) Maintain records and submit reports as required.
- *(7) Supervise all food and non-food orders from District and outside vendors.
- *(8) Maintain accurate inventory of food and non-food items.
- *(9) Maintain high standards of safety, security and sanitation.
- *(10) Exercise managerial skills to control food, labor and non-labor costs.
- *(11) Supervise employment, re-employment, transfers and resignations.
- *(12) Work with Principals and teachers in planning, developing and utilizing the school food service program as a service and educational asset in the school program.
- *(13) Perform other duties as assigned by the Assistant Superintendent for Business Services.

Employee Qualities/Responsibilities

- *(14) Maintain confidentiality regarding all matters related to assignment.
- *(15) Participate in workshops and training sessions as required.
- *(16) Maintain work area in a safe and secure manner.
- *(17) Provide for positive communication among staff.
- *(18) Model and maintain high ethical standards.
- *(19) Communicate well with co-workers, school personnel and the Financial Coordinator.
- *(20) Follow attendance and proper dress rules as required.
- *(21) Display an appropriate work ethic.

System Support

- *(22) Knowledge of and the ability to utilize the computer for a variety of functions relative to the program.
- *(23) Represent the School Board in an appropriate manner.
- *(24) Perform other incidental tasks consistent with the goals and objectives of the District and this position.
- *(25) Provide ongoing in-service training for food service personnel.
- *(26) Attend School Food Service Association Meetings and related functions.
- *(27) Respond immediately to emergency problems.
- *(28) Develop an annual needs assessment for the food service program.
- (29) Perform other duties as assigned.

*Essential Performance Responsibilities

SCHOOL DISTRICT OF GADSDEN COUNTY

JOB DESCRIPTION

SCHOOL FOOD SERVICE PRODUCTION COORDINATOR**QUALIFICATIONS:**

- (1) High School diploma or equivalent
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KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of State Board of Education regulations, state statues, federal laws, USDA regulations as they relate to food service. Ability to work with volunteers, students, and teachers to increase knowledge of healthy choices and promote meal participation through various activities. Knowledge of the principles of quantity food preparation. Knowledge of and use of a wide variety of food service equipment. Extensive knowledge of planning, preparation and service of a large variety of foods. Knowledge of health, safety and sanitary practices in HAACP/SERVS SAFE relative to the school food service operation. Considerable knowledge of nutrition and food value. Ability to requisition food and supplies and maintain an inventory. Ability to work at a fast pace.

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Assistant Superintendent for Business Services

JOB GOAL

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SUPERVISES:

Cafeteria Managers
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PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

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Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Boards policy on evaluation of personnel.

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

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Employee Qualities/Responsibilities

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- * (19) Communicate well with co-workers, school personnel and the Financial Coordinator.
- * (20) Follow attendance and proper dress rules as required.
- * (21) Display an appropriate work ethic.

System Support

- * (22) Knowledge of and the ability to utilize the computer for a variety of functions relative to the program.
- * (23) Represent the School Board in an appropriate manner.
- * (24) Perform other incidental tasks consistent with the goals and objectives of the District and this position.
- * (25) Provide ongoing in-service training for food service personnel.
- * (26) Attend School Food Service Association Meetings and related functions.
- * (27) Respond immediately to emergency problems.
- * (28) Develop an annual needs assessment for the food service program.
- (29) Perform other duties as assigned.

*Essential Performance Responsibilities

CHAPTER 7.00 - BUSINESS SERVICES

PAYROLL PROCEDURES

7.51

- (1) Payrolls shall be submitted for all School Board employees and shall be properly signed by a designated administrative employee. Such payrolls shall be supported, where applicable, by time records.
- (2) Payroll checks or warrant distribution dates shall be established administratively to ensure that the employees are paid promptly in accordance with Florida Statutes.
- (3) No payment shall be made except to properly authorized and approved personnel.
- (4) Payment shall be based on the duly adopted salary schedule for each position. From time-to-time payments in the form of a bonus or other legally authorized payment may be made. These payments require prior approval by the School Board.
- (5) Full-time and part-time regular, probationary, and temporary employees shall be paid at the regular established pay period.
- (6) Principals shall be responsible for submitting accurate payrolls in accordance with the payroll time schedules and procedures.
- (7) Salary adjustments shall be paid at subsequent payroll periods. A person whose services are terminated shall be paid the full salary balance at the regular pay period following termination. Any exceptions shall be approved by the Superintendent or designee.
- (8) A payroll deduction for an employee beyond those required by Florida Statutes shall have the Superintendent's approval and shall be made only upon the written request of the employee. Such deductions shall not be granted to any group or organization with a membership of less than twenty-five employees. An authorized payroll deduction may be initiated during any fiscal year in which the group or organization deduction authorization and the written request of the employee(s) are in the district office on or before the date established as the final date for the initiation of employee deductions.
- (9) Any employee organization certified by the Florida Public Employees Relations Commission as the official bargaining agent for a group of District employees or other groups designated by law, may be entitled to a payroll deduction for membership dues. The organization may be billed

CHAPTER 7.00 - BUSINESS SERVICES

annually for the cost of deducting and transmitting such dues to the organization.

- (10) No payments shall be made for overtime services without prior approval of the Superintendent or designee.
- (11) There shall be no payroll deductions permitted in violation of section 106.15, Florida Statutes.

STATUTORY AUTHORITY:

1001.41, 1001.42, F. S.

LAWS IMPLEMENTED:

106.15, 1001.43,
1011.60, 1012.22, F.S.

HISTORY:

ADOPTED:
REVISION DATE(S): 09/15/02, 06/02/09
FORMERLY: 6.116

CHAPTER 7.00 - BUSINESS SERVICES

PAYROLL PROCEDURES

7.51

- (1) Payrolls shall be submitted for all School Board employees and shall be properly signed by a designated administrative employee. Such payrolls shall be supported, where applicable, by time records.
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- (8) A payroll deduction for an employee beyond those required by Florida Statutes shall have the Superintendent's approval and shall be made only upon the written request of the employee. Such deductions shall not be granted to any group or organization with a membership of less than twenty-five employees. An authorized payroll deduction may be initiated during any fiscal year in which the group or organization deduction authorization and the written request of the employee(s) are in the district office on or before the date established as the final date for the initiation of employee deductions.
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CHAPTER 7.00 - BUSINESS SERVICES

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STATUTORY AUTHORITY:

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LAWS IMPLEMENTED:

**106.15, 1001.43,
1011.60, 1012.22, F.S.**

HISTORY:

**ADOPTED:
REVISION DATE(S): 09/15/02, 06/02/09
FORMERLY: 6.116**

TOWN OF GREENSBORO
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September 12th, 2009

Honorable Judge Helm
Chairman, Gadsden County School Board
35 M. L. King Boulevard
Quincy, FL 32351

Dear Sir:

The Town of Greensboro is seeking to extend its boundaries eastward along State Road 12 toward areas of expected future growth in order to enlarge its tax base, and to have more voice in the types of development proposed.

According to state law, properties to be annexed must be contiguous. Property owners east of the school properties have indicated a desire to voluntarily annex their property into the Town.

In order to connect with these properties the School Board would need to request voluntary annexation into the Town all properties of both Greensboro Elementary School and West Gadsden High School not presently within the Town Limits.

The Greensboro Town Council has directed me to respectfully request that the Gadsden County School Board consider annexing the School Property into the Town.

While there might not be any immediate direct benefit to the Schools this action could greatly contribute to the viability of the Greensboro Community and so be to the benefit of the Schools in the future, through the possibility of enhanced municipal services and community support.

Your consideration of this matter will be greatly appreciated.

Very truly yours,



W.K. Pitts, Jr.
Mayor