

AGENDA

SPECIAL SCHOOL BOARD MEETING

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

June 10, 2019

9:30 A.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. BUDGET AND FINANCIAL TRANSACTIONS
 - a. Board Approval for Tax Anticipation Note – **SEE PAGE #2**

Fund Source: General Fund
Amount: Line of Credit up to \$4,000,000.00

ACTION REQUESTED: The Superintendent recommends approval.
3. AGREEMENTS / CONTRACTS
 - a. International Teacher Placement Agreement Between TPG Cultural Exchange Services, LLC and The School District of Gadsden County
SEE PAGE #9

Fund Source: General Fund
Amount: \$10,500.00 per Teacher

ACTION REQUESTED: The Superintendent recommends approval.
4. DISTRICT'S FACILITIES PLAN
5. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
6. SCHOOL BOARD REQUESTS AND CONCERNS
7. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2a

DATE OF SCHOOL BOARD MEETING: June 10, 2019

TITLE OF AGENDA ITEMS: Board Approval for Tax Anticipation Note

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Pursuant to Section 1011.13 Florida Statutes, Board approval is requested for a line of credit to be established with Capital City Bank in the event that cash flow is needed during the month of June, 2019. The delays in receiving Hurricane Michael insurance recovery dollars and FEMA reimbursements are causing cash flow issues for fiscal-year-end closing.

Terms of the line of credit include 3.75% tax-exempt, fixed rate, normal closing fees and origination fee are waived, and December 31, 2019, maturity date.

Also attached is the May 31, 2019, memorandum from the Commissioner of Education regarding a waiver of certain FAC rules for the school districts affected by Hurricane Michael.

FUND SOURCE: General Fund

AMOUNT: Line of credit up to \$4,000,000.00

PREPARED BY: Bonnie Wood

POSITION: Finance Director



Marva Johnson, *Chair*
Andy Tuck, *Vice Chair*
Members
Ben Gibson
Tom Grady
Michael Olenick
Joe York

MEMORANDUM

TO: Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Taylor, Wakulla, Walton, and Washington County School Districts

FROM: Richard Corcoran, Commissioner of Education

DATE: May 31, 2019

SUBJECT: Waiver of Rule 6A-1.007(1) and (2), Florida Administrative Code

As a result of Hurricane Michael, the Governor issued Executive Order 18-276, granting state agencies the authority to suspend orders, rules and statutes if strict compliance with these orders or laws would prevent, hinder or delay action necessary to cope with the emergency and the action is ordered by the State Coordinating Officer or prescribed in the State Comprehensive Emergency Management Plan. On May 24, 2019, Division Director of the Florida Division of Emergency management, acting as the State Coordinating Officer under the executive order, waived section 1011.06, Florida Statutes, to the extent necessary for eligible applicants to utilize FEMA's Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Stafford Act in Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Taylor, Wakulla, Walton, and Washington Counties. The State Coordinating Officer additionally requested that the Department review its rules and waive them to the extent necessary to implement the statutory waiver.

Rule 6A-1.007(1) and (2), Florida Administrative Code, specifically restrict school districts' authority to expend funds in excess of their budgeted appropriation. Application of that restriction would prevent utilization of FEMA's Public Assistance Alternative Procedures for Permanent Work. Inability to utilize that assistance would hinder and delay recovery from the effects of Hurricane Michael. I therefore waive Rule 6A-1.007(1) and (2) to the extent necessary to permit the school districts in Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Taylor, Wakulla, Walton, and Washington Counties to utilize FEMA's Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Stafford Act. This waiver shall remain in effect until the expiration of the final extension of Executive Order 18-276 unless terminated or modified by further action of the Department.

Richard Corcoran, Commissioner

cc: Jared Moskowitz, Director, Florida Division of Emergency Management



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

May 24, 2019

Commissioner Richard Corcoran
Florida Department of Education
325 West Gaines Street
Tallahassee, Florida 32399-0400
Phone: 850-245-0505
Email: Commissioner@fldoe.org

Re: Waiver of Certain Statutes for eligible applicants within Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Taylor, Wakulla, Walton, and Washington Counties for Hurricane Michael (DR-4399-FL)

Dear Commissioner Corcoran,

During the 2019 Governor's Hurricane Conference, Governor Ron DeSantis instructed the Director of the Florida Division of Emergency Management to waive certain statutes that would otherwise prohibit the ability of eligible applicants in the above referenced Counties, to utilize Federal Emergency Management Agency's (FEMA's) Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

On May 24, 2019, I, Jared Moskowitz, the Director of the Florida Division of Emergency Management, pursuant to Section 252.36, Florida Statutes, and pursuant to Executive Order No. 18-276, issued October 7, 2018 and subsequently extended, waived a limited number of statutes, including Section 1011.06, Florida Statutes, to the extent necessary for eligible applicants to utilize FEMA's Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Stafford Act.

The waiver of this and the other statutes is limited to eligible applicants within the Counties designated under Public Assistance, Categories A – G, for Hurricane Michael (DR-4399-FL), and includes the following: Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Taylor, Wakulla, Walton, and Washington Counties. The waiver is intended to allow eligible applicants to utilize FEMA's Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Stafford Act.

Please review the Florida Department of Education Rule 6A-1.007, Florida Administrative Code, and any other Rules which implement Section 1011.06, Florida Statutes, and waive them to the extent necessary to accomplish the Governor's intent to allow eligible applicants under the Department's jurisdiction to utilize FEMA's Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Stafford Act.

Respectfully submitted,

Jared Moskowitz, Esq.
Director, Florida Division of Emergency Management



STATE OF FLORIDA


DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

MEMORANDUM

TO: Erik L. Saylor, Deputy General Counsel, Florida Division of Emergency Management

FROM: Jared Moskowitz, Director, Florida Division of Emergency Management 

DATE: May 24, 2019

SUBJECT: Waiver of Certain Statutes for Eligible Applicants within Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Taylor, Wakulla, Walton, and Washington Counties for Hurricane Michael (DR-4399-FL)

During the 2019 Governor's Hurricane Conference, Governor Ron DeSantis instructed the Director of the Florida Division of Emergency Management to waive certain statutes that would otherwise prohibit the ability of eligible applicants in the above referenced Counties, to utilize Federal Emergency Management Agency's (FEMA's) Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

I, Jared Moskowitz, the Director of the Florida Division of Emergency Management, pursuant to Section 252.36, Florida Statutes, and pursuant to Executive Order No. 18-276, issued October 7, 2018 and subsequently extended, hereby waive the following statutes to the extent necessary for eligible applicants to utilize FEMA's Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Stafford Act:

- Section 166.241, Florida Statutes;
- Section 129.01, Florida Statutes;
- Section 129.06, Florida Statutes;
- Section 129.07, Florida Statutes;
- Section 218.70, Florida Statutes;
- Section 218.503, Florida Statutes; and
- Section 1011.06, Florida Statutes

The waiver of these statutes is limited to eligible applicants within the Counties designated under Public Assistance, Categories A – G, for Hurricane Michael (DR-4399-FL), and includes the following: Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Okaloosa, Taylor, Wakulla, Walton, and Washington Counties. The waiver is intended to allow eligible applicants to utilize FEMA's Public Assistance Alternative Procedures for Permanent Work, as authorized through Section 428 of the Stafford Act.

Please retain this Memorandum in the Division's Legal records related to Hurricane Michael (DR-4399-FL).

Select Year: 2018 ▾

The 2018 Florida Statutes

[Title XLVIII](#)

K-20 EDUCATION CODE

[Chapter 1011](#)

PLANNING AND BUDGETING

[View Entire Chapter](#)

1011.13 Current loans authorized under certain conditions.—Except as provided in subsection (2), for any fiscal year in which school funds are estimated to be insufficient at any time during that fiscal year to pay obligations created by the district school board in accordance with the official budget of the district, or a budget approved by the district school board which is prepared preliminarily to the tentative budget required by this chapter, the school board is authorized to negotiate a current loan to pay these obligations, providing for the repayment of that loan from the proceeds of revenues reasonably to be anticipated during the fiscal year in which the loan is made as prescribed below. However, the district school board shall, whenever possible, so arrange its expenditures as to make the incurring of current loans unnecessary. When it is deemed necessary for the benefit of the schools of the district for a current loan to be negotiated, the school board shall arrange for a loan in an amount not violative of federal arbitrage regulations and for the repayment of the loan, in accord with the other provisions of this section.

(1) **CURRENT LOANS AGAINST DISTRICT FUND, DISTRICT CAPITAL PROJECTS FUNDS, AND DISTRICT INTEREST AND SINKING FUNDS.**—

(a) District school boards are authorized and empowered to borrow money, to be retired from the district tax receipts anticipated in the operating budget, the district capital projects budget, and the debt service budget, at a rate of interest not to exceed the rate authorized under the provisions of s. 215.84, for the purpose of paying all outstanding obligations and for the further purpose of paying any and all lawful expenses incurred in operating the schools of the district. However, it is unlawful for any district school board to borrow any sum of money in any one year in excess of 80 percent of the amount as estimated by it in the official budget for the current fiscal year for the district to be available from the district tax. The sum so borrowed shall be paid in full before the school board is authorized to borrow money in any succeeding year.

(b) Nothing in paragraph (a) shall be construed to invalidate any outstanding debt of any district as now existing and now due, or to become due, or as requiring any school board to pay the same in full before being permitted to borrow 80 percent on the estimate for the next ensuing year.

(c) In the event that the county tax roll is subjected to litigation and the tax collector is prevented from collecting taxes on that roll, the following provisions shall apply:

1. The restriction of 80 percent in paragraph (b) shall not apply if the collection of taxes is delayed beyond May 1.

2. District school boards are authorized and empowered to borrow money, to be repaid from the district school fund for operating purposes, the district capital projects funds, and the district interest and sinking funds, at a rate not to exceed the rate authorized under the provisions of s. 215.84, for the purposes of paying any and all lawful operating expense, capital expense, and required debt service necessary for the outstanding bond issues of such districts at the times that the funds are needed to prevent the bonds or interest payments from being in default. However, the amount of money so borrowed shall be limited to the amount of the district school fund and district interest and sinking fund tax receipts included in the official school budget for that year or the amount necessary to be borrowed to meet such obligations, whichever amount is the lesser. Any funds borrowed pursuant to the authority of this subsection shall, insofar as possible, be repaid during the fiscal year in which the loan was

made. However, any such loan unpaid at the end of the fiscal year shall be repaid from the first available revenue in the next succeeding year.

(2) CURRENT LOANS PAYABLE FROM REVENUE PROCEEDS.—

(a) A district school board is also authorized to negotiate a current loan before the end of the fiscal year, the note or notes from which loan shall be issued no earlier than 60 days before the beginning of the subsequent fiscal year, to be repaid during the subsequent fiscal year from the proceeds of revenue reasonably anticipated to be received during that year. The proceeds of any loan obtained pursuant to this subsection shall be limited, and the district school board shall take any and all action necessary, to assure that the Internal Revenue Code and the regulations promulgated thereunder are not violated.

(b) Loans arranged pursuant to this subsection shall be negotiated in accordance with a budget approved by the district school board which is prepared preliminarily to the tentative budget required by this chapter. Such loans shall be at a rate of interest not to exceed the rate of interest authorized under the provisions of s. 215.84 and shall not be in excess of amounts authorized under the Internal Revenue Code for arbitrage.

(c) The proceeds of any loan obtained pursuant to this subsection, or any interest earnings thereon, shall not be used to pay any expenses incurred in the fiscal year in which the loan is made; nor shall the proceeds of the loan or interest earnings thereon be in any way encumbered to pay expenses incurred in the fiscal year in which the loan is made, but shall be held in escrow until the subsequent fiscal year. Any outstanding loan issued pursuant to subsection (1) must be defeased not less than 5 business days prior to the issuance of any obligation pursuant to this subsection. All proceeds of any loan obtained pursuant to this subsection, and any interest earnings thereon, shall be placed at closing in an irrevocable escrow account and held until the beginning of the subsequent fiscal year. The district school board shall maintain the integrity of such loan proceeds and related interest in its accounting records so as to be able to validate compliance with the provisions of this paragraph.

History.—s. 616, ch. 2002-387.

RESOLUTION

A RESOLUTION OF GADSDEN COUNTY DISTRICT SCHOOL BOARD; ACCEPTING A LOAN FROM CAPITAL CITY BANK AND AUTHORIZING THE SUPERINTENDENT OF GADSDEN COUNTY DISTRICT SCHOOL BOARD TO EXECUTE A PROMISSORY NOTE FOR \$4,000,000.00 TO CAPITAL CITY BANK, AND OTHER NECESSARY DOCUMENTS.

WHEREAS, the Gadsden County District School Board needs to borrow \$4,000,000.00, found by the Gadsden County District School Board to be for the benefit of the public; and

WHEREAS, Capital City Bank has offered to loan this amount to the School Board at reasonable terms.

NOW, THEREFORE, BE IT RESOLVED BY THE GADSDEN COUNTY DISTRICT SCHOOL BOARD:

1. The School Board has agreed to accept a loan for \$4,000,000.00 from Capital City Bank.
2. The School Board agrees to the following terms of the loan:
 - A. The loan will be repaid at maturity 12/31/19, or an earlier date with no penalty.
 - B. The interest rate of the loan is 3.75% fixed, per annum.
 - C. The collateral for the loan shall be the School Board’s fiscal year 2019/2020 ad valorem tax revenue receipts.
3. The Superintendent of the Gadsden County District School Board is authorized to execute and deliver a promissory note to Capital City Bank in the amount of \$4,000,000.00, consistent with the above terms.
4. Should the interest on this note be determined to be included in the gross income of Capital City Bank, then for the period so included, interest, to the extend allowed by law, shall be imposed at an interest rate of 4.75%.
5. The School Board designates this loan as a “qualified tax exempt obligation” under the meaning of Section 265(b)3 of the Internal Revenue Code of 1986, as amended.

DULY ADOPTED this ____ day of _____, 2019.

GADSDEN COUNTY DISTRICT SCHOOL BOARD

By: _____
Roger P. Milton, Superintendent of Schools

(Seal)
Attest:

Name:
Title:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 3a

Date of School Board Meeting: June 10, 2019

TITLE OF AGENDA ITEM: International Teacher Placement Agreement between TPG Cultural Exchange Services, LLC and The School District of Gadsden County

DIVISION: K-12 Education

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

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

Board approval is requested for the international teacher exchange program to bring certified teachers to the Gadsden County School District.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sylvia R. Jackson, Ed.D. 

POSITION: Area Director of Secondary Education/Director of Adult, Career, and Technical Education

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 _____

INTERNATIONAL TEACHER PLACEMENT AGREEMENT
between
TPG CULTURAL EXCHANGE SERVICES, LLC
and
THE SCHOOL DISTRICT OF GADSDEN COUNTY

This Agreement is made by and between TPG Cultural Exchange Services, LLC (hereinafter referred to as "TPG") a Delaware LLC, located at 4630 S Kirkman Road Orlando, FL 32811 #207 and the School Board of Gadsden County, Florida (hereinafter referred to as "School District" or "District".)

WHEREAS, TPG is in the business of helping international teachers from around the world, travel to the United States to participate in cultural exchange programs in various school systems, for the purpose of teaching students; and

WHEREAS, TPG will be working its affiliated entities TPG Cultural Exchange, LLC and Clear Horizons LLC as the dedicated J1 visa sponsors. In the agreement where it refers to J-1 Cultural Exchange sponsorship, the entities in question are TPG Cultural Exchange and Clear Horizons.

WHEREAS, TPG's aim is to facilitate an academic and cultural exchange program within traditional schools in Gadsden County Florida, with the goal of encouraging cross-cultural understanding and appreciation. TPG offers teachers (hereinafter referred to as "Educators"), from countries outside the United States an opportunity to teach and experience life in the United States and to carry back to their home countries and schools the knowledge they gather through personal observation and experience; and

Schoolboards, and not individual schools, generally hire teachers. As a result, references to school district, district, and school throughout this contract refer to the administrative entity that hires the teachers and all participating schools where teachers are placed.

Statement of Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School District and TPG hereby agree as follows:

TERM AND AUTOMATIC RENEWAL. Upon execution of this Agreement, the District will be a participant. On an annual basis, TPG and the District will mutually agree on the number of Educators to be hired by the schools or the subsequent school year.

The compensation requirements and any administration fees for Educators for the first year of the Agreement will be reflected in the Cost Summary Attached to the Agreement, hereby fully incorporated by reference as "Cost Summary." Any

changes to compensation requirements and administration fees will be communicated in writing to the District by TPG, and must be agreed to by the District, prior to the start of each school year.

The School hereby agrees to pay TPG an annual Administration Fee for each Educator provided by TPG and to perform all duties and requirements as set out herein for all Educators teaching in the School throughout the term of this Agreement and the School's participation in the TPG program.

This Agreement will automatically renew, subject to School Board Approval, each year and will apply to all TPG Educators teaching in the District during each year of the Agreement, unless: The School District staff gives written notice to TPG of its intent not to renew the agreement by May 15th, or the agreement is not renewed by the School Board of Gadsden County upon being presented for approval, or TPG gives written notice to School of its intent not to renew the Agreement at any time prior to the start of the next academic year.

1. This agreement will not be renewed greater than a three (3) one (1) year periods, unless otherwise extended in writing by both parties.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District of Gadsden County when the district determines, at its sole discretion, that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Gadsden County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

2. **TERM AND RENEWAL OF INDIVIDUAL EDUCATORS.** This Agreement as it pertains to each Educator will become binding upon the District's written offer to each qualified Educator and Educator's acceptance of such offer. For all Educators, the parties agree and acknowledge that TPG may, at its sole discretion and upon providing written notice to District, terminate this Agreement with regards to an Educator who is granted a valid J-1 visa (By TPG Cultural Exchange LLC or Clear Horizons LLC) allowing arrival and employment in the US; does not fully execute a separate TPG Program Agreement between TPG and the Educator prior to arrival in the US; is unable to obtain proper teaching license; unable to obtain a US driver's license; or for any other grounds deemed reasonable at the sole discretion of TPG.

This Agreement will automatically renew for each Educator teaching in the District during each year of this Agreement up to the TPG maximum allowable stay per Educator of three (3) years, unless; the District provides TPG written notice of its intent not to renew this Agreement for a particular Educator(s) by May 15th, unless otherwise agreed between the parties, of then current school year; TPG

provides the District written notice of its intent not to renew this Agreement for particular Educator(s) terminates the Educator Agreement between TPG and Educator per the terms outlined in such Agreement.

- 3. TPG DUTIES AND RESPONSIBILITIES.** TPG agrees to make efforts to provide the District with one or more professional international educators who meet, as closely as possible given availability and individual state licensure and certification requirements, the District's stated preferences with regards to subject and level. TPG, in a separate agreement between TPG and each Educator, has acknowledged that TPG Cultural Exchange LLC or Clear Horizons LLC wishes to sponsor Educator, and Educator wishes to teach in a participating District as an Exchange Visitor under the auspices and sponsorship of TPG. Additionally, TPG has arranged or will arrange for Educator's recruitment, pre-arrival preparation, travel, orientation, domestic transportation, and instructional services support including, but not limited to: recruiting of Educator, including application and evaluation process, personal interviews, criminal record check, and reference checks; assistance with procuring J-1 work Visa (valid only when Educator is sponsored by TPG Cultural Exchange LLC or Clear Horizons LLC); assistance with securing Educator licensure; provide assistance with round-trip transportation from Educator's country of residence to teaching location; assistance with Educator's procuring local transportation and lodging; provision of additional consultation and staff development as necessary; provision of health, medical evacuation, and repatriation insurance; and when necessary, providing District with Educator's written authorization for District to perform any of the duties and responsibilities detailed herein.

TPG agrees that all Educators under this contract, will comply with all Florida Department of Education requirements to hold a temporary teaching certificate to be eligible to teach in the State of Florida. The teacher and educator provided by TPG will also comply with all other requirements of Federal and State Law.

The information about the Department of State insurance requirements for exchange visitors on a J-1 visa can be found here under the "insurance" section: <https://j1visa.state.gov/sponsors/how-to-administer-a-program/> It is mutually agreed that the insurance offered by the School Board of Gadsden County is not compliant with the Department of State Insurance requirements and insurance that is compliant with the Department of State Insurance requirements is provided by TPG.

TPG also agrees that all teachers and educators provided by TPG will have all required immunizations.

TPG agrees that all educators will be in compliance with the Jessica Lunsford Act as required by law. The School District of Gadsden County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act

(JLA) which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School Board of Gadsden County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Gadsden County for any claims made against the School Board related to **any** failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes.

4. SCHOOL DUTIES AND RESPONSIBILITIES.

- a. Compensation. District agrees to pay each Educator compensation that is commensurate with their American counterparts, based on education and experience, as well as state law on teacher compensation. Educator will be similar situated as their American colleagues, as required by local, state, and federal law. This compensation is outlined on the attached Cost Summary. TPG or its agents will not collect any administration fees from Educators that may be associated with operating the Exchange Program set forth herein.

In addition, the District agrees to pay each Educator the equivalent of any local supplement of similar situated American counterparts. This includes any pay that may be associated with subjects assigned to Educator that are paid to a regular teacher. Each Educator will also receive any incentive bonus that is based on the academic performance of the students as assigned District and paid to other staff at the assigned school. District also agrees to make direct payment to Educator for all extra duties including, but not limited to, staff development stipends, coaching supplements, activity supplements, after-school or summer school work, or the like, as with any other teacher. The District agrees to place each Educator on the District's payroll upon the commencement of the Educator's first school year in the District (the "Initial Term"). The District further agrees to pay each Educator's salary, supplement, and all other compensation directly to Educator, unless otherwise agreed between the parties.

In the event, the number of school days missed by an Educator exceeds the number of sick, personal, and/or professional days allotted to an accrued by Educator, the District may reduce or otherwise adjust any Educator's salary according to the District's policy and local state law.

- b. Compliance with Law and Taxes. District will comply with all applicable law, including without limitation, paying or having withheld from Educator's pay all applicable taxes. District acknowledges and agrees that it is solely and fully responsible for paying its taxes and for filing any and all tax returns in the United States as required by law. TPG does not

provide legal, accounting, tax, or other similar counsel and advice and District should seek the assistance of professional counsel in respect of such matters. The TPG Program Agreement between TPG and the Educator requires educator to also comply with all applicable laws and taxes.

- c. Acclimation Assistance to Educator(s). The District agrees, to the extent possible, to assign to each Educator a mentor teacher to provide professional guidance, support, and assistance upon the Educator's arrival and throughout each Educator's Initial Term. TPG agrees to provide the Educator with an experienced international teacher mentor, so that the teacher may be assigned a master teacher from the District and a mentor from TPG.

The District and TPG agree to provide the following support services for each Educator: Monitor and keep record of initial adjustment and performance on an on-going informal basis and provide opportunities to share and discuss mutual observations and concerns with Educator; provide opportunities for and encourage Educator to take advantage of professional development; facilitate cultural exchange opportunities for Educator through District and district-wide activities and events and community involvement; communicate with TPG in a timely manner regarding Educator's status, sharing observations and concerns about initial adjustment, progress, and overall performance, and assist Educator, if necessary, with other reasonable resources and support services. Prior to the commencement of student classes during Educator's initial School Year, the District agrees to provide Initial-Term Educator paid time during normal business hours (not to exceed one day) in which to arrange housing, transportation, etc. Additionally, in the event Initial-Term Educator arrives after classes have begun, the District may provide Educator with a minimum of one (1) paid day for classroom observation or other non-teaching, professional development activity to facilitate transition into Educator's teaching duties.

- d. Duty to Report. The Parties hereby agree to immediately report to one another should they become aware of an incident which involves (or appears to involve) the abuse or mistreatment of any Educator, School Student, employee or patron, or which indicates inappropriate conduct by any Educator or School student, employee or patron while engaged in TPG or School-related activities.
- e. Typical Three-Year Limitation on Educator Employment. The District acknowledges and agrees that the purpose of the TPG program is cultural exchange, and that Educators are expected to remain under sponsorship of TPG Cultural Exchange or Clear Horizons throughout their term and return to their host country at the end of their J1 Visa term. Generally, J1 Visas for

teachers are valid for 3 years; however, in some cases, the United States Department of State will authorize a 4th or 5th year in J-1 status for the teacher to continue teaching at the District.

- f. Pro-Rata Adjustments. In the event that an Educator's first day of Initial Term is after the first day of school for new teachers for any reason, the District may adjust the Educator's salary and benefits on a pro-rata basis in proportion to that percentage of the school year for which Educator is available to fulfill teaching duties as assigned by the District. That; notwithstanding, the administration fees due to TPG from the District will not be prorated.
- g. Payment Terms. Any and all payments to TPG by District are due not later than 30 days after invoice date, but not earlier than September 30th, whichever is later.
- h. FMLA Leave. The District hereby acknowledges and agrees that the District is the "primary employer" of each Educator as defined by the Family and Medical Leave Act, as amended and any similar state or local law regarding family or medical leave ("FMLA"), and therefore the District will be responsible for notifying each Educator of his/her rights and obligations if any under FMLA and for providing each Educator with the applicable FMLA leave if mandated by applicable law.
- i. Training Programs. The District hereby agrees that each Educator may be required to attend, at TPG's option, workshops and programs sponsored or approved by TPG designed to help Educator more effectively and more rapidly adapt to US Culture and schools. Such workshops and programs will not require Educator to be absent from work during the school year unless mutually agreed upon with District. Districts agree to pay Educator his/her regular pay during any such required absence and to not charge such absence against personal, sick, or other leave to which Educator is entitled from the District. TPG agrees to make every effort to schedule such absences on School's teacher planning days.
- j. Personnel Policies. Educator has acknowledged by signing TPG Agreement to comply with all policies and procedures of both the District and TPG. Notwithstanding the foregoing, TPG and the District may agree that certain TPG policies and procedures will apply instead of the District's, in which event TPG will notify Educator of the same. In the event of any other conflict between the policies and procedures of the District and TPG, District will notify TPG of same. If a conflict is identified, the parties shall agree upon which policy should apply.

- k. Consent to Disclosure. Upon the request of TPG, and written authorization by Educator pursuant to HIPAA, District hereby consents to the disclosure and release to TPG of all Educator's medical records in the event that the District determines that Educator's medical condition creates a health hazard or safety issues for other teachers and students or impairs Educator's ability to perform his or her teaching obligations, all Educator's personnel files in the event that the District determines that Educator is filing or has failed to perform satisfactorily his or her teaching obligations, any fingerprint records of Educator, and any other documentation required of or relating to Educator per the District's personnel policies. As a condition of Educator's participation in the TPG program, Educator expressly acknowledges, agrees, and consents to disclosure of the above information from District to TPG by agreeing to participate in the TPG Program and by signing the TPG Program Agreement.
- l. Performance Evaluations. District agrees to provide timely copies of performance evaluations of the Educator so that TPG, where appropriate and at its discretion, may provide Educators with additional professional, cultural, or other training.

In the event that the number of school days missed by an Educator exceeds the number of sick, personal, vacation, and/or professional days allotted to an accrued by Educator, the District may reduce or otherwise adjust any Educator's salary according to the District's policy and state law.

5. Benefits for each cultural exchange teacher (covering costs for FICA, insurance, sick) – District payroll office handles taxes for Educator and will deduct and pay FICA for cultural exchange educators as they would for similar situated American teachers. Please note: Cultural exchange Educators pay into FICA at different points, based on IRS exemptions, which are based on "prior presence" in the United States. Educators on J1 visas are exempt from FICA for two calendar years. TPG will provide a roster to the district regularly indicating when FICA needs to start being deducted.

The District should not place Educators on the district fringe benefit package. The District will not provide health insurance, dental insurance, life insurance, retirement (Educators are classified as "non-Permanent" employees by the state). Requisite Insurance and Fringe benefits will be provided by TPG through its insurance agent. Visit offers several options for health, dental vision, and life benefits for the Educator and Educator's family that are in the United States on a valid J-2 Visa; however, the payment for the insurance for J-2 dependents is the Educator's responsibility.

TPG through its partner insurance company, will also provide repatriation insurance for each participating educator.

Educators will be granted the same-sick leave benefits as similar situated American teachers. Sick leave should be granted in a manner applicable to local School Board policy, state and federal laws.

TPG will assist in arranging travel to allow Educator an opportunity to arrive prior to having to report to the District. This will give Educators an opportunity to get acclimated to their new community. If this is not possible due to date of hire or delay in travel, District will grant teacher at least one business day between travel and date of required report. This day may be used by Educator to handle necessary personal business such as obtaining housing, transportation, etc.

TPG will provide temporary lodging in host community until permanent housing can be obtained. TPG will arrange for housing; however, Educator will be responsible for the costs. TPG will not financially benefit from any entity that provides transportation and/or temporary/permanent housing for educators.

After Educator receives social security number, TPG will provide Educator with the written information as to how to obtain a bank account and will assist the Educator with navigating the process. TPG may arrange opportunities for educators to go as a group to establish bank accounts and other personal affairs.

Educators will be encouraged to obtain international driver's license prior to arriving in the United States. Recognizing that most live in urban areas with developed public transportation and have never driven, TPG will give information regarding local driving instruction and will assist educators with obtaining driver license as quickly as possible.

TPG or its representatives are not legal or tax advisors. We will provide Educators contact information and access to consult with these professionals regarding any financial or legal issues they have.

6. **TERMINATION, RESIGNATION, OR NON-RENEWAL OF INDIVIDUAL EDUCATORS.** This Agreement between TPG and District must be terminated by written notice. Agreements for any individual Educator will terminate as provided below.
7. **Initial Termination by TPG and Non-Renewal by TPG.** TPG may terminate its Agreement with any particular Educator upon notice to Educator and District at any time, for any reason, prior to the scheduled state start of the Initial Term School Year in which event neither TPG or District will have any further liability to the other. TPG can terminate this agreement with any Educator by given written

notice to Educator and District before April 30th of any renewal year. TPG and District will have no further liability.

8. **Failure to give Notice of Renewal by Educator.** If Educator does not give written notice to TPG and the District of Educator's intent to renew the applicable Educator Agreement prior to April 30, or other date agreed to by TPG, of the Initial Term or Renewal Term, as applicable, then the agreement with the Educator will terminate upon the completion of such Initial Term or Renewal Term.
9. **Termination of Employment by District.** Educator must immediately notify TPG in writing of any termination by the District and provide the reason for termination to TPG in writing. Upon the occurrence of a termination, TPG may terminate its agreement with the Educator.
10. **Termination of Educator by TPG.** TPG may terminate Educator at any time upon notice to Educator and District for Educator's breach of any of Educator's obligations to TPG or District. TPG may also terminate the Agreement with the Educator for any Educators receipt of an overall "below standard" performance evaluation under the state teacher performance appraisal system instrument; failure to maintain proper J-1 status (with TPG Cultural Exchange or Clear Horizons) or whenever termination of visa sponsorship would be appropriate under applicable visa regulations; documented incompetence, misconduct; immoral behavior; insubordination; neglect of duty; falsification of employment records; dishonesty, criminal conviction; violation of any policies, rules, regulations or laws applicable to the District; failure of any drug test; incapacity; or acts which bring or could potentially bring the TPG Program into disrepute; or related issues.
11. **Resignation by Educator.** The District acknowledges that any Educator may resign from the District upon the giving of thirty (30) calendar days' prior written notice of such resignation to TPG and the District. In the event that any such Educator resigns from the District hereunder, the District may elect, in its sole discretion, to pay Educator, in lieu of requiring notice, for all or part of the notice period.
12. **District's Obligation to TPG in the event of Termination.** Should District terminate any Educator, District expressly warrants and agrees to pay the full Administration Fee for each such Educator, subject to a reduction or refund of all or an applicable portion of the Administration Fee according to the then current TPG refund policy available to District upon request, or as otherwise agreed by the parties. Furthermore, District acknowledges that TPG incurs substantial expenses in recruiting, selecting, and providing international Educators for the benefit of District and at the request of District. Accordingly, should District terminate any Educator hereunder for budgetary or other non-performance

related issues, District warrants and agrees to pay the full Administration Fee for each such Educator.

13. **TPG's Obligation to District in the event of Termination of Educator by District, Termination of Educator by TPG, or Resignation of Educator.** In the event of Termination of Educator by District, Termination of Educator by TPG, or Resignation of Educator, TPG will, either, at the request of District and subject to availability of an TPG-approved and qualified replacement educator, replace the educator (subject to the approval of the Department of State), or refund to District a pro-rated portion of the Administration Fee paid to TPG according to the then current refund policy. Notwithstanding the preceding sentence, TPG reserves the right to withhold all refunds and to collect its full Administration Fee from District should evidence of the situation in question indicate that the District did not comply or is not complying with its obligations under this Agreement or that the District has taken actions which are inconsistent with this Agreement, TPG's mission, or the District's obligations to each Educator.

14. **Special Provision:** Notwithstanding any provision in this contract, TPG agrees to the following:

1. Guaranteed removal of the individual at the school system's request;
2. A replacement cultural exchange teacher, if available, only if the school system requests a replacement and the US Department of State allows for a mid-academic cycle placement.
3. Pro-Rated Refund of school system money if a teacher is removed, or if he or she resigns and a suitable replacement is not available or not requested by the school system. All refunded money to the school system would be returned for re-allocation of a teaching position.

15. **Notices:** All notices, consents, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy and shall be addressed as follows:

If to the District:

Roger P. Milton
Superintendent of Schools
35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351

With a copy to:
Bonnie Wood
Director of Finance
35 Martin Luther King, Jr. Blvd

Quincy, Florida 32351

If to TPG:

4630 S Kirkman Road #207
Orlando, FL 32811

15. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY.** District agrees that it will not at any time use or disclose to any individual, corporation, or other entity any confidential information concerning the business and affairs of TPG or participating Educators. District acknowledges and agrees that all Proprietary, Confidential Information is and will remain the sole property of TPG. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor will this Agreement grant District any rights in or to the Confidential Information of TPG.
16. **NON-INDUCEMENT OF EMPLOYEES.** District stipulates, covenants and agrees that during the Term of this Agreement and for two year (s) after the expiration or termination of this Agreement, District, directly or indirectly, other than on behalf of TPG, without the prior, express and written consent of TPG, will not induce any employee that has or has had a contract with TPG to terminate such contract and/or become a direct employee of the School District. The School District acknowledges this restriction is fair and reasonable given the purpose of TPG's role in the cultural exchange program, the scope and territory of TPG's business. In the event of a breach of the provisions of this Paragraph, the parties acknowledge that actual damages to TPG cannot be ascertained with any certainty and therefore the School District shall pay TPG an amount of 100% of the 1st year TPG Cultural Exchange Services LLC fee (as per cost summary). All current J1 Visitors sponsored by TPG Cultural Exchange or Clear Horizons may be transferred from the District if there is a breach of the non-inducement of employees' clause. Parties agree that this is fair and reasonable as a means to protect the sanctity and intent of the J1 Visa program.
17. **ENTIRE AGREEMENT.** This Agreement (including the schedules and addenda attached hereto) contains the entire agreement between TPG and District with respect to the subject matter hereof, and merges and supersedes all prior agreements, understandings, or negotiations whatsoever with respect to the subject matter hereof.
18. **AMENDMENTS AND WAIVERS.** No amendment of this Agreement or any waiver of any of its provisions will be effective unless expressly stated in a writing signed by both parties. No delay or omission in the exercise of any right, power or remedy under or for this Agreement will impair such right, power or remedy or be construed as a waiver of any breach. Any waiver of a breach of this Agreement or any failure to claim a breach of this Agreement will not be treated as a waiver of any subsequent breach. The failure of either Party to insist upon

strict performance of any of the covenants or agreements contained. Herein in any one or more instances, will not be construed to be a waiver or relinquishment of any such right, or of any other covenants or agreements, but the same will be and remain in full force and effect.

19. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida, with venue lying in the Northern District Federal Court or Second Judicial Circuit, Gadsden County, Florida.
20. **BINDING EFFECT.** This Agreement for District's participation in the TPG program will become effective upon the date the Signature Page is completed and fully executed by both parties; provided, however, that if District makes a written or verbal offer to any Educator prior to the execution of this Agreement, the effectiveness of this Agreement will be retroactive to the first date that any such verbal agreement between District and Educator was reached.
21. **SEVERABILITY.** Each provision of this Agreement will be considered severable, and if any provision of this Agreement will be held illegal, invalid, or otherwise unenforceable under controlling law, the remaining provisions of this Agreement will not be affected thereby but will continue in effect. Furthermore, to the extent any provision of this Agreement will be held illegal, invalid or unenforceable under controlling law, such provisions will be modified to the extent necessary to make such provision legal, valid and enforceable under controlling law.
22. **CAPTIONS.** The captions and headings in this Agreement are for convenience only and in no way define, limit, extend or interpret the scope of this Agreement or of any particular paragraph hereof.
23. **FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, TPG's performance hereunder, in whole or in part, will be excused if prevented by natural disaster, war, labor strike, act of God, change in applicable law, or any other cause beyond the reasonable control of TPG. District's performance hereunder, in whole or in part, will likewise be excused if prevented by natural disaster, wars, or act of God. The performance of this contract by the District will not be excused by budgetary adjustments or other financial considerations within the District or District's State.
24. **COUNTERPARTS.** This Agreement will be executed in numerous counterparts, each of which so executed will be deemed an original and will constitute one and the same Agreement. Facsimiles will be considered by the parties to be originals. The parties further agree to accept written email confirmations with the same force and effect as written signatures to execute or amend this Agreement.
25. **INSURANCE** and **INDEMNIFICATION:** To the extent permitted by law, TPG agrees to defend indemnify and hold harmless the School Board, their agents,

employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. To the extent applicable, TPG will maintain and furnish liability and workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement.

26. **SOVEREIGN IMMUNITY:** The parties acknowledge and agree that the School Board of Gadsden County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.
27. **CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.
28. **CONFLICTING TERMS:** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this rider shall control.

District Acceptance:

By its signature below, the District acknowledges that it understands, agrees to, and will abide by this Agreement and these Terms and Conditions. The District's agent signing this Agreement also certifies that he or she has the legal authority to do so and commit the District to all obligations.

Roger P. Milton, Superintendent
Gadsden County School District

Steve Scott, Board Chair
Gadsden County School District

Date

Date

Approved as to form:

General Counsel

TPG Cultural Exchange Services, LLC

Raj Vanjani, Director

Date: _____

COMPARISON OF COSTS OF REGULAR TEACHER WITH TPG CULTURAL EXCHANGE SERVICES TEACHER

Regular Employment of Teacher	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)	Year 5 (2023-2024)
Teacher's Salary with 4 years experience	\$ 35,175	\$ 35,879	\$ 36,596	\$ 37,328	\$ 38,075
Health Insurance Costs - Board's portion \$467.83/mo.	\$ 5,614	\$ 5,923	\$ 6,248	\$ 6,592	\$ 6,955
Retirement costs - Board's portion 8.26% x sal.	\$ 2,905	\$ 2,964	\$ 3,023	\$ 3,083	\$ 3,145
Dental Insurance - Board's portion \$18.20/mo.	\$ 218	\$ 223	\$ 227	\$ 232	\$ 236
Life Insurance - Board's portion \$.17/\$1,000/mo.	\$ 71	\$ 73	\$ 74	\$ 76	\$ 77
Workers Compensation .5% x sal.	\$ 176	\$ 179	\$ 183	\$ 187	\$ 190
FICA/Medicare 7.65% x sal.	\$ 2,691	\$ 2,745	\$ 2,800	\$ 2,856	\$ 2,913
Recruitment Costs Per Teacher	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 46,851	\$ 47,984	\$ 49,151	\$ 50,353	\$ 51,591

TPG Cultural Exchange Program	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)	Year 5 (2023-2024)
Teacher's Salary with 4 years experience	\$ 35,175	\$ 35,879	\$ 36,596	\$ 37,328	\$ 38,075
Health Insurance admin fee	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750
TPG Cultural Exchange	\$ 10,750	\$ 9,750	\$ 9,750	\$ 9,750	\$ 9,750
FICA/Medicare	\$ -	\$ 1,371	\$ 2,800	\$ 2,856	\$ 2,913
Workers Compensation .5% x sal.	\$ 176	\$ 179	\$ 183	\$ 187	\$ 190
TOTAL	\$ 46,851	\$ 47,749	\$ 49,896	\$ 50,684	\$ 51,487
SAVINGS	\$ 0	\$ 235	\$ (744)	\$ (330)	\$ 104