

AGENDA

REGULAR SCHOOL BOARD MEETING

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

August 21, 2018

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**
 - a. July 24, 2018, 4:30 p.m. – School Board Workshop
 - b. July 24, 2018, 6:00 p.m. – Tentative Budget Hearing
 - c. July 24, 2018, Immediately Following Tentative Budget Hearing at 6:00 p.m. - Regular School Board Meeting
 - d. July 31, 2018, 4:30 p.m. – Special School Board Meeting
 - e. July 31, 2018 - 6:00 p.m. – Tentative Budget Hearing

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) **SEE PAGE #4**

- a. Personnel 2018 – 2019

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Letter Purchase Order for Services Pursuant to Agreement No. DESF- 030928 - PAEC – **SEE PAGE #7**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Letter Purchase Order for Services Pursuant to Agreement No. DESF-030928 – PAEC - **SEE PAGE #10**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. Letter Purchase Order for Services Pursuant to Agreement No. DESF-030928-PAEC - **SEE PAGE #13**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- d. Letter Purchase Order for Services Pursuant to Agreement No. DESF-030928-PAEC - **SEE PAGE #16**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- e. Contracted Services with Speech/Language Pathologist Justina Williams & The Gadsden County School Board – **SEE PAGE #19**

Fund Source: FEED dollars
Amount: \$58.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- f. PSTB Consulting – **SEE PAGE #23**

Fund Source: Federal
Amount: \$50,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- g. Renaissance Learning – **SEE PAGE #32**

Fund Source: Federal
Amount: \$47,908.10

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. Contract Amendment - **SEE PAGE #41**

Fund Source: N/A
Amount: \$0.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Contract Amendment – **SEE PAGE #50**

Fund Source: N/A

Amount: \$0.00

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

THE SCHOOL BOARD OF GADSDEN COUNTY



"Putting Children First"

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

Roger P. Milton
Superintendent
miltonr@gcpsmail.com

August 21, 2018

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 6B Instructional and Non-Instructional Personnel 2018-2019

The following reflects the total number of full-time employees in this school district for the 2018-2019 school term, as of August 21, 2018.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees August 2018</u>
Classroom Teachers and Other Certified	120 & 130	370.00
Administrators	110	41.00
Non-Instructional	150, 160, & 170	359.00
		<u>770.00</u>

Sincerely,

Roger P. Milton
Superintendent of Schools

"The Gadsden County School District does not discriminate against any person on the basis of sex (including transgender status, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, or genetic information."

Audrey Lewis
DISTRICT NO. 1
Havana, FL 32333
Midway, FL 32343

Steve Scott
DISTRICT NO. 2
Quincy, FL 32351
Havana, FL 32333

Isaac Simmons, Jr.
DISTRICT NO. 3
Chattahoochee, FL 323324
Greensboro, FL 32330

Charlie D. Frost
DISTRICT NO. 4
Gretna, FL 32332
Quincy, FL 32352

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

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2018/2019**INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Allridge, Ashley	SSES	Teacher	08/13/2018
Brown, Donna	HMS	Teacher	08/06/2018
Burns, Teresa	HMS	Teacher	08/06/2018
Carr, Mary	HMS	Teacher	08/06/2018
Chambers, Janecia	SSES	Teacher	08/06/2018
Cinous, Michaelle	JASMS	Teacher	08/09/2018
Clark, Jason	GCHS	Teacher	08/06/2018
Conner, Latoya	GEMS	Teacher	08/06/2018
Cooper, Natasha	HMS	Teacher	08/14/2018
Cooper, Shapale	CPA	Teacher	08/10/2018
Davis, Stephan	SSES	Teacher	08/06/2018
Donald, Lakisha	HMS	Teacher	08/06/2018
Douglas Barbara	SSES	Teacher	08/09/2018
Ferguson, Javonna	HMS	Teacher	08/09/2018
Figgers, Cynthia	JASMS	Teacher	08/09/2018
Flood, Quashier	HMS	Teacher	08/06/2018
Gurley, Anita	GWM	Teacher	08/06/2018
Harmon, Ashleigh	CES	Teacher	08/06/2018
Jenkins, Robin	GWM	Teacher	08/06/2018
Jones, Chaneidre	GEMS	Teacher	08/06/2018
Joseph, Deandrea	HMS	Teacher	08/06/2018
Lee, Sharron	CES	Teacher	08/06/2018
Linnen, Tiffany	JASMS	Teacher	08/06/2018
Logan, June	JASMS	Teacher	08/06/2018
Love, Taronda	SSES	Teacher	08/06/2018
Lovette, Tasha	JASMS	Teacher	08/06/2018
Manion, Bufford	JASMS	Teacher	08/08/2018
Marlowe, Maranda	CES	Teacher	08/08/2018
Mayorga, Hugo	WGMS	Teacher	08/07/2018
McBride, Akacia	GCHS	Teacher	08/06/2018
Mitchell, Korie	HMS	Teacher	08/06/2018
Moultrie, Kimberlyn	GWM	Teacher	08/06/2018
Police, Maurice	GCHS	Teacher	08/06/2018
Showers, Camelia	JASMS	Teacher	08/06/2018
Smith, Yolanda	SSES	Teacher	08/06/2018
Stoll, Rebecca	GWM	Teacher	08/06/2018
Tullos, Jessica	GWM	Teacher	08/06/2018
Walker, Shannon	HMS	Teacher	08/06/2018
Williams, Adrian	HMS	Teacher	08/06/2018
Wright, DeQuan	GEMS	Teacher	08/06/2018
Yariah, Wede	GCHS	Teacher	08/06/2018

NON-INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Eason, Diane	JASMS	Education Paraprofessional	08/06/2018
Kelly-Brown, Lucille	Quincy Area 3's	Education Paraprofessional	08/06/2018
Gatlin-Brown, Keslie	GWM	SFS Worker	08/13/2018
Holt, Jessica	GCHS	SFS worker	08/13/2018
Johnson, Vickie	District	Parent Resource Coordinator	08/20/2018
Monroe, Chenell	Transportation	Bus Driver	08/14/2018
Price, Demarius	Federal Program	Program Assistant	08/13/2018
Randolph, Jalia	Head Start	Secretary	07/30/2018
Raynak, Guy	JASMS	Lab Proctor	08/10/2018
Robinson, Demetrice	HMS	Secretary	07/30/2018
Scott, Tawanda	GCHS	Assistant Principal	07/30/2018
Shaffer, Deborah	GCHS	Assistant Principal	07/30/2018
Sierra, Estefany	WGMS	Education Paraprofessional	08/06/2018
Sutton, Elisha	CES	SFS Worker	08/13/2018
Williams, Jeanice	GCHS	SFS Worker	08/13/2018

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

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Atkins, Sineak'tra	SSES	Teacher	07/26/2018
Davis, Lazelle	Transporttion	Bus Attendant	08/02/2018
Denton, April	GCHS	Teacher	08/04/2018
Edwards, Danyale	HMS	Teacher	07/26/2018
Foxx-Palmer, Yolanda	HMS	Teacher	08/06/2018
Grant, Kimberly	HMS	Teacher	08/03/2018
Grice, Vincent	JASMS	Teacher	08/06/2018
Henry, Clara	SSES	Teacher	08/06/2018
Horton, Daniel	Maintenance	Boiler Mechanic	08/24/2018
McMillan, Tarwin	PreK	PreK Program Assistant	07/31/2018
Parrish, Bobby	CPA	Behavior Specialist	08/03/2018
Pride, Renee	GCHS	Teacher	07/25/2018
Rambosk, Peggy	GCHS	Teacher	07/31/2018
Roberts, Natalie	SSES	Teacher	08/08/2018
Robinson, Portia	HMS	Guidance Counselor	07/25/2018
Rollins, Angela	SSES	Teacher	07/25/2018
Thompson, Tiffany	SSES	Teacher	07/31/2018
Youmans, Mildred	SSES	Lib/Media Specialist	07/31/2018

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Combs, Eugenia	GCHS/Teacher	CPA/Teacher	08/06/2018
Dilworth-Porter, Latasha	GWM/Teacher	GEMS/Teacher	08/06/2018
Dortch, Prudence	GCHS/Teacher	CES/Teacher	08/06/2018
Frazier-Lee, Laronda	GCA, Principal	GWM/Assistant Principal	08/06/2018
Hightower, Richard	CPA/Ed. Paraprofessional	GCHS/Ed. Paraprofessional	08/06/2018
Hines, Mae	GWM/Secretary	GCHS/Secretary	07/30/2018
Wells, Carla	GWM/Assistant Principal	GCA/Assistant Principal	08/06/2018
Williams, Nyama	JASMS/Teacher	GCHS/Teacher	08/06/2018
Wright, James	CPA/Teacher	GCHS/Teacher	08/06/2018
Wright, Jo Lynda	JASMS/Reading Coach	CPA/Teacher	08/06/2018

SUBSTITUTES

Teachers

Franklin, Stone
Sailor, Ronisha

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: August 21, 2018

TITLE OF AGENDA ITEMS: Letter Purchase Order for Services Pursuant to Agreement No. DESF-030928-PAEC

DIVISION: Administration

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to authorize the use of Agreement No. DESF-030928-PAEC for following Letter of Purchase Order for Interim Teacher (Pre-K)

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.



LETTER PURCHASE ORDER

This Letter Purchase Order (LPO) for services to be provided by DES of Florida, LLC (DESF/Seller) to Gadsden County School Board (GCSB/Buyer) is issued pursuant to the above-referenced General or Master Agreement between the Panhandle Area Educational Consortium and DESF. Buyer hereby authorizes Seller to perform the following described services:

1. **Scope of Work:** Interim Teacher [Pre-K]
2. **Seller Contact:** Roy F. DeCastro, Managing Partner
DES of Florida, LLC
P.O. Box 13935
Tallahassee, FL 32317-3935
P: 850/893-1315 * F: 888/219-7972 * Email: rdecastro@desfsolutions.com
3. **Buyer Contact:** Bonnie Wood, Director of Finance
Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351
P: 850/627-9651 * Email: woodb@gcpsmail.com
4. **LPO Term:** August 6, 2018 – June 4, 2019. This LPO may be terminated without cause by Buyer upon 30 days' written notice to Seller. Buyer shall be required to pay Seller for services rendered to the effective date of termination. During the term of this LPO, Buyer may terminate or discontinue the items covered in this LPO for lack of appropriated funds.
5. **LPO Cost:** The total cost of this LPO, excluding expenses, shall not exceed \$44,871.75. Invoices will be billed at a rate of \$4,273.50 per billable month. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. Any additional compensation Buyer may elect to pay Seller beyond the terms specified in this LPO shall be preapproved, in writing, by Buyer to Seller and will be billed at the same markup percentage used to determine the total cost of this LPO. No overtime will be required with this LPO. All expenses, including travel, will be reasonable, verifiable and documented and must be pre-approved by Buyer. Included in the total cost is Paid Time Off (PTO), as follows:
 - Paid Holidays to match Buyer's holiday schedule;
 - Sick/Personal hours/days will follow Buyer's policy; and
 - Any unused PTO at the completion of this LPO will be considered "used, paid and all obligations fulfilled."
6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to this LPO number, shall be submitted to the Buyer monthly. The normal terms of payment will be "Net 30 Days" from receipt of Seller's invoice.

PRIVATE/PROPRIETARY: MUST BE STORED IN LOCKED FILE WHEN NOT IN USE.
Contains Private and/or Proprietary Information. May not be used or disclosed outside DES of Florida, LLC except pursuant to written agreement.

7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and shall be further defined on an ongoing basis throughout the term of this LPO. In addition, deliverables shall be due as requested by the Buyer or Buyer-designated representatives associated with the Scope of Work referenced by this LPO.

8. **Public Records:** Seller specifically acknowledges its obligation to comply with State of Florida public records laws that require Seller to keep and maintain public records that Buyer would ordinarily and necessarily require in order to perform the services under this LPO; provide public access to such records on the same terms and conditions that Buyer would provide such public records, at a cost that does not exceed that provided by law; ensure that public records that are exempt, or confidential and exempt, from public records are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Seller does not transfer the records to Buyer; comply with all requirements for retaining public records and transfer, at no cost to Buyer, all public records in Seller's possession upon termination of this LPO; and destroy any duplicate public records which are exempt, or confidential and exempt, from public records disclosure requirements in accordance with §119.0701, Fla. Stats. (2015). If Seller keeps and maintains public records upon completion of the LPO, Seller shall meet all applicable requirements for retaining public records. All records stored electronically will be provided to Buyer, upon request, in a format that is compatible with the information technology systems of Buyer.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LPO, SELLER SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Gadsden County Public Schools, Attn: Pauline West, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351, Phone: 850/627-9651, Email: westp@gcpsmail.com.

BUYER: Gadsden County School Board

By: _____
Authorized Signature

Name: **Roger P. Milton**
Title: Superintendent

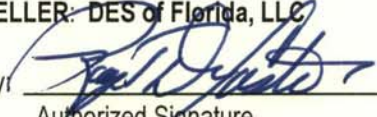
Date: _____

By: _____
(Authorized Signature)

Name: **Steve Scott**
Title: Chairman

Date: _____

SELLER: DES of Florida, LLC

By: 
Authorized Signature

Name: **Roy F. DeCastro**
Title: Managing Partner

Date: 08/01/2018

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: August 21, 2018

TITLE OF AGENDA ITEMS: Letter Purchase Order for Services Pursuant to Agreement No. DESF-030928-PAEC

DIVISION: Administration

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to authorize the use of Agreement No. DESF-030928-PAEC for following Letter of Purchase Order for Interim Teacher (5th Grade)

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

Be sure that the Comptroller has signed the budget page.



LETTER PURCHASE ORDER

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1. **Scope of Work:** Interim Teacher [5th Grade]
2. **Seller Contact:** Roy F. DeCastro, Managing Partner
DES of Florida, LLC
P.O. Box 13935
Tallahassee, FL 32317-3935
P: 850/893-1315 * F: 888/219-7972 * Email: rdecastro@desfsolutions.com
3. **Buyer Contact:** Bonnie Wood, Director of Finance
Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351
P: 850/627-9651 * Email: woodb@gcpsmail.com
4. **LPO Term:** August 6, 2018 – June 4, 2019. This LPO may be terminated without cause by Buyer upon 30 days' written notice to Seller. Buyer shall be required to pay Seller for services rendered to the effective date of termination. During the term of this LPO, Buyer may terminate or discontinue the items covered in this LPO for lack of appropriated funds.
5. **LPO Cost:** The total cost of this LPO, excluding expenses, shall not exceed \$48,271.13. Invoices will be billed at a rate of \$4,597.25 per billable month. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. Any additional compensation Buyer may elect to pay Seller beyond the terms specified in this LPO shall be preapproved, in writing, by Buyer to Seller and will be billed at the same markup percentage used to determine the total cost of this LPO. No overtime will be required with this LPO. All expenses, including travel, will be reasonable, verifiable and documented and must be pre-approved by Buyer. Included in the total cost is Paid Time Off (PTO), as follows:
 - Paid Holidays to match Buyer's holiday schedule;
 - Sick/Personal hours/days will follow Buyer's policy; and
 - Any unused PTO at the completion of this LPO will be considered "used, paid and all obligations fulfilled."
6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to this LPO number, shall be submitted to the Buyer monthly. The normal terms of payment will be "Net 30 Days" from receipt of Seller's invoice.

PRIVATE/PROPRIETARY: MUST BE STORED IN LOCKED FILE WHEN NOT IN USE.

Contains Private and/or Proprietary Information. May not be used or disclosed outside DES of Florida, LLC except pursuant to written agreement.

7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and shall be further defined on an ongoing basis throughout the term of this LPO. In addition, deliverables shall be due as requested by the Buyer or Buyer-designated representatives associated with the Scope of Work referenced by this LPO.

8. **Public Records:** Seller specifically acknowledges its obligation to comply with State of Florida public records laws that require Seller to keep and maintain public records that Buyer would ordinarily and necessarily require in order to perform the services under this LPO; provide public access to such records on the same terms and conditions that Buyer would provide such public records, at a cost that does not exceed that provided by law; ensure that public records that are exempt, or confidential and exempt, from public records are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Seller does not transfer the records to Buyer; comply with all requirements for retaining public records and transfer, at no cost to Buyer, all public records in Seller's possession upon termination of this LPO; and destroy any duplicate public records which are exempt, or confidential and exempt, from public records disclosure requirements in accordance with §119.0701, Fla. Stats. (2015). If Seller keeps and maintains public records upon completion of the LPO, Seller shall meet all applicable requirements for retaining public records. All records stored electronically will be provided to Buyer, upon request, in a format that is compatible with the information technology systems of Buyer.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LPO, SELLER SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Gadsden County Public Schools, Attn: Pauline West, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351, Phone: 850/627-9651, Email: westp@gcpsmail.com.

BUYER: Gadsden County School Board

By: _____
Authorized Signature

Name: **Roger P. Milton**
Title: Superintendent

Date: _____

By: _____
(Authorized Signature)

Name: **Steve Scott**
Title: Chairman

Date: _____

SELLER: DES of Florida, LLC

By: 
Authorized Signature

Name: **Roy F. DeCastro**
Title: Managing Partner

Date: 08/01/2018

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: August 21, 2018

TITLE OF AGENDA ITEMS: Letter Purchase Order for Services Pursuant to Agreement No.
 DESF-030928-PAEC

DIVISION: Administration

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to authorize the use of Agreement No. DESF-030928-PAEC for following Letter of Purchase Order for Interim Teacher (5th Grade)

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

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_____

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DES of Florida, LLC
P.O. Box 13935
Tallahassee, FL 32317-3935
P: 850/893-1315 * F: 888/219-7972 * Email: rdecastro@desfsolutions.com
3. **Buyer Contact:** Bonnie Wood, Director of Finance
Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351
P: 850/627-9651 * Email: woodb@gcpsmail.com
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BUYER: Gadsden County School Board

By: _____
Authorized Signature

Name: **Roger P. Milton**
Title: Superintendent

Date: _____

By: _____
(Authorized Signature)

Name: **Steve Scott**
Title: Chairman

Date: _____

SELLER: DES of Florida, LLC

By: 
Authorized Signature

Name: **Roy F. DeCastro**
Title: Managing Partner

Date: 08/01/2018

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7d

DATE OF SCHOOL BOARD MEETING: August 21, 2018

TITLE OF AGENDA ITEMS: Letter Purchase Order for Services Pursuant to Agreement No. DESF-030928-PAEC

DIVISION: Administration

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested to authorize the use of Agreement No. DESF-030928-PAEC for following Letter of Purchase Order for Interim Teacher on Special Assignment

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered_____

CHAIRMAN'S SIGNATURE: page(s) numbered_____

Be sure that the Comptroller has signed the budget page.



LETTER PURCHASE ORDER

This Letter Purchase Order (LPO) for services to be provided by DES of Florida, LLC (DESF/Seller) to Gadsden County School Board (GCSB/Buyer) is issued pursuant to the above-referenced General or Master Agreement between the Panhandle Area Educational Consortium and DESF. Buyer hereby authorizes Seller to perform the following described services:

1. **Scope of Work:** Interim Teacher on Special Assignment
2. **Seller Contact:** Roy F. DeCastro, Managing Partner
DES of Florida, LLC
P.O. Box 13935
Tallahassee, FL 32317-3935
P: 850/893-1315 * F: 888/219-7972 * Email: rdecastro@desfsolutions.com
3. **Buyer Contact:** Bonnie Wood, Director of Finance
Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351
P: 850/627-9651 * Email: woodb@gcpsmail.com
4. **LPO Term:** August 6, 2018 – June 4, 2019. This LPO may be terminated without cause by Buyer upon 30 days' written notice to Seller. Buyer shall be required to pay Seller for services rendered to the effective date of termination. During the term of this LPO, Buyer may terminate or discontinue the items covered in this LPO for lack of appropriated funds.
5. **LPO Cost:** The total cost of this LPO, excluding expenses, shall not exceed \$44,871.75. Invoices will be billed at a rate of \$4,273.50 per billable month. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. Any additional compensation Buyer may elect to pay Seller beyond the terms specified in this LPO shall be preapproved, in writing, by Buyer to Seller and will be billed at the same markup percentage used to determine the total cost of this LPO. No overtime will be required with this LPO. All expenses, including travel, will be reasonable, verifiable and documented and must be pre-approved by Buyer. Included in the total cost is Paid Time Off (PTO), as follows:
 - Paid Holidays to match Buyer's holiday schedule;
 - Sick/Personal hours/days will follow Buyer's policy; and
 - Any unused PTO at the completion of this LPO will be considered "used, paid and all obligations fulfilled."
6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to this LPO number, shall be submitted to the Buyer monthly. The normal terms of payment will be "Net 30 Days" from receipt of Seller's invoice.

PRIVATE/PROPRIETARY: MUST BE STORED IN LOCKED FILE WHEN NOT IN USE.
Contains Private and/or Proprietary Information. May not be used or disclosed outside DES of Florida, LLC except pursuant to written agreement.

7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and shall be further defined on an ongoing basis throughout the term of this LPO. In addition, deliverables shall be due as requested by the Buyer or Buyer-designated representatives associated with the Scope of Work referenced by this LPO.

8. **Public Records:** Seller specifically acknowledges its obligation to comply with State of Florida public records laws that require Seller to keep and maintain public records that Buyer would ordinarily and necessarily require in order to perform the services under this LPO; provide public access to such records on the same terms and conditions that Buyer would provide such public records, at a cost that does not exceed that provided by law; ensure that public records that are exempt, or confidential and exempt, from public records are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Seller does not transfer the records to Buyer; comply with all requirements for retaining public records and transfer, at no cost to Buyer, all public records in Seller's possession upon termination of this LPO; and destroy any duplicate public records which are exempt, or confidential and exempt, from public records disclosure requirements in accordance with §119.0701, Fla. Stats. (2015). If Seller keeps and maintains public records upon completion of the LPO, Seller shall meet all applicable requirements for retaining public records. All records stored electronically will be provided to Buyer, upon request, in a format that is compatible with the information technology systems of Buyer.

IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LPO, SELLER SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Gadsden County Public Schools, Attn: Pauline West, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351, Phone: 850/627-9651, Email: westp@gcpsmail.com.

BUYER: Gadsden County School Board

By: _____
Authorized Signature

Name: **Roger P. Milton**
Title: Superintendent

Date: _____

By: _____
(Authorized Signature)

Name: **Steve Scott**
Title: Chairman

Date: _____

SELLER: DES of Florida, LLC

By:  _____
Authorized Signature

Name: **Roy F. DeCastro**
Title: Managing Partner

Date: 08/01/2018

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

Date of School Board Meeting: August 21, 2018

TITLE OF AGENDA ITEM: **Contracted Services with Speech/Language Pathologist
Justina Williams & The Gadsden County School Board**

DIVISION: **EXCEPTIONAL STUDENT EDUCATION**

NO This is a CONTINUATION of a current project, grant, etc.

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

**Contract services with Justina Williams, M.S.-CCC-SLP, to provide Diagnostic Testing and
Speech/Language Pathology Services.**

FUND SOURCE: **FEEP dollars**
AMOUNT: **\$58.00 per hour**
PREPARED BY: **Sharon B. Thomas** *SB*
POSITION: **Director, Exceptional Student Education**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

**Be sure that the COMPTROLLER has signed the budget page.
This form is to be duplicated on light blue paper .**

summary for
revised 0591
Proof read by: *Julia R. Francis*

INDEPENDENT CONTRACTOR SPEECH PATHOLOGIST AGREEMENT

THIS AGREEMENT made and entered into on the date last written below, by and between Gadsden County School Board (hereinafter "Employer"), and Justina Williams, an independent contractor (hereinafter "Contractor");

WHEREAS, the Employer desires to retain the services of Contractor, and Contractor desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

1.1 **Term**. Employer agrees to hire Contractor, at will, for a term commencing on August 27, 2018 and continuing until terminated in accordance with Section 4 of this agreement.

1.2 **Duties**. Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Contractor's duties shall include the following:

Diagnostic Testing

Speech and Language Treatment

Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Employer.

SECTION 2 – CONFIDENTIALITY

2.1 **Confidentiality**. Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Contractor. Contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term "confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Contractor on a non-

confidential basis, provided that the source of such information was not known by Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Contractor or any of Contractor's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction Contractor is subject and that have the legal right to inspect the files that contain the Confidential Information, and Contractor will advise Employer promptly upon such disclosure.

- 2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.
- 2.4 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

- 3.1 Compensation.** In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to said Justina Williams the amount of \$58.00 per hour.
- 3.2 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

- 4.1 Termination at Will.** This Agreement may be terminated by the Employer immediately, at will, and in the sole discretion of Employer. Contractor may terminate this Agreement upon 30 days written notice to Employer. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor..

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

- 5.1** Contractor acknowledges that he/she is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner beyond the terms of this Agreement, nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2 Assignment.** The Contractor shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 6.1 Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 6.2 Contractor represents that he/she is licensed by the appropriate licensing agency for the Speech Language Pathology profession and that he/she is in good standing with such agency.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Employer.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 **Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20_____.

Justina Williams, Speech Pathologist

Date

Sharon B. Thomas, Director
Exceptional Student Education

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

By: _____
Steve Scott, CHAIRMAN

Date

ATTEST: _____
Roger P. Milton, SUPERINTENDENT


Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7f
DATE OF SCHOOL BOARD MEETING: August 21, 2018
TITLE OF AGENDA ITEM: PSTB Consulting
DIVISION:
X This is a CONTINUATION of a current project, grant, etc.
PURPOSE AND SUMMARY OF ITEM:

This is a renewal contract for Federal Program evaluation services for the 2017-18 school year. PSTB will provide summative evaluations of the Title I, Part A; Title II, Part A; Title IX, Part A; and Title I, Part A School Improvement UniSIG programs. Review of academic barriers, strategic plans, and action steps will be facilitated by the PSTB with school teams during the evaluations. EDGAR 34 CFR Part 75 Section 200.25 requires the district to annually evaluate its federal programs. The evaluation plan used by PSTB is analyzes pre and post tests to determine the progress of the district and each participating school in achieving the objectives and goals in the district's approved federal applications; the effectiveness of the programs in meeting their program purposes; and the effect each program is having on participants being served by the programs. The evaluations will analyze the programs formatively to determine the extent the programs are implemented according to the approved applications, and summatively to determine if the programs are achieving the desired effect related to improving student achievement and school reform. In addition to student achievement and school reform, the evaluations will examine information related to parent/community engagement, professional learning, homeless services, and teacher quality. By having the same agency evaluate the federal programs, it will facilitate alignment between programs and will ensure alignment with the district's strategic plan. The evaluations will utilize best practices for procedural analysis and implement the plans which create strategies with the greatest chance of being useful, feasible, ethical, and accurate.

FUND SOURCE: Federal
AMOUNT: \$50,000.00
PREPARED BY: Rose Raynak 
POSITION: Director of Federal Programs

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

____ Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
CHAIRMAN'S SIGNATURE: page(s) numbered _____
REVIEWED BY: _____



**School Board of Gadsden County, Florida
RENEWAL CONTRACTUAL AGREEMENT
Federal Program Evaluations
Fiscal Years: 2018-2019 Renewal Contract**

This renewal contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and **PSTB Consulting, LLC ,Dr. James W. Brown, Jr., Owner** a consultant with his principal place of operations at 3001 Byington Circle, Tallahassee, Florida 32303, herein referred to as "CONTRACTOR". The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and Gadsden County Public Schools.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

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

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

ARTICLE 2. SCOPE OF SERVICES

In consultation with district leadership, the CONTRACTOR has agreed to provide program review and external evaluations for federal projects for the 2018-19 school year. The CONTRACTOR will provide summative evaluations of the Title I, Part A; Title II, Part A; Title IX, Part A; and Title I, Part A School Improvement UniSIG programs for the 2017 - 2018 school year. Review of academic barriers, strategic plans, and action steps will be facilitated by the CONTRACTOR with school teams during the evaluations. The CONTRACTOR shall use best efforts to make the services as productive as possible for the school leaders, district staff, and the RECIPIENT. The CONTRACTOR agrees to meet with any district personnel requested by RECIPIENT to ensure that work is responsive to district and school needs. The CONTRACTOR agrees to meet with any district personnel requested by RECIPIENT to ensure that work is responsive to district and school needs.

ARTICLE 3. DURATION OF AGREEMENT

(a). This AGREEMENT shall begin on July 1, 2018 and end on June 30, 2019 contingent upon the approval and funding by the Florida Department of Education. Services for the fiscal year ending June 30, 2019 will be completed and billed by the CONTRACTOR with final deliverables (reports) due no later than August 15, 2019. Agreement subject to annual renewal based performance deliverables, subject to School Board approval.

ARTICLE 4. DEFINITIONS

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

ARTICLE 5. PAYMENT

RECIPIENT shall pay the CONTRACTOR upon the receipt of invoices and summative evaluations from the CONTRACTOR. The invoices will document the services provided and follow up correspondence with school and district federal program teams. The summative evaluations will include all the relevant assessment data and other quantitative and qualitative data for school year 2017-2018. Reports will include goals and objectives met and

recommendations for future program improvements. The invoices will document the work performed, and timeframe in which work occurred. The invoices will require a minimum of fourteen (14) days to be processed for payment after they have been approved for payment by the Office of Federal Programs and the district Finance Office. In full and complete compensation for all services provided by CONTRACTOR under this AGREEMENT, Gadsden County shall pay to Dr. James W. Brown, Jr. the total amount of \$50,000 (fifty thousand dollars) for services rendered as described under the Scope of Services. Dr. James W. Brown, Jr. will invoice the district. In addition to the total amount and in accordance with Gadsden County School Board Policy (7.52), travel by private automobile will be compensated and limited to those expenses necessarily incurred in the performance of the scope of services. A detailed travel log must be maintained and submitted using the District's Travel Reimbursement Form. When submitting an invoice for payment after completion of work, travel costs will be included and listed as a separate line item. The invoices shall be prepared and addressed to: Director of Federal Programs. Checks will be made payable to Dr. James W. Brown, Jr. and mailed to the agency office.

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

(c). The total cost of the AGREEMENT is \$50,000 plus relevant and necessary travel expenses to provide services rendered. Cost assignment for deliverables is: \$15,000 for Title I, Part A evaluation; \$15,000 for UniSIG evaluation; \$10,000 for Title II, Part A; \$5,000 for Title IX, Part A; and \$5,000 for development of federal program evaluation database to meet instructional and strategic improvement goals.

ARTICLE 6. PUBLIC RECORDS

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

ARTICLE 7. ACCESS AND RETENTION OF RECORDS

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

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the designated time period cited above subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with thirty (30) days written notice. Upon termination, the district shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the AGREEMENT prior to termination.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. INDEPENDENT CONSULTANT

The CONTRACTOR is an independent business owner and not an employee or agent of the RECIPIENT. CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford

Act. CONTRACTOR shall be acting as independent business owner in the performance of this AGREEMENT, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. CONTRACTOR shall sign an assurance that there exist no known conflict of interest that would make them ineligible to receive district funding for services provided. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this AGREEMENT.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

- (a) The CONTRACTOR'S contract administrator and contact is Dr. James W. Brown, Jr. and/or his designee.
- (b) The RECIPIENT'S contract administrator and contact is Director of Federal Programs and/or their designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

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

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

ARTICLE 14. ENFORCEMENT

Jurisdiction for enforcement of this AGREEMENT shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Dr. James W. Brown Jr., Owner of PSTB Consulting, LLC have executed this AGREEMENT.

Dr. James W. Brown, Owner
PSTB Consulting, LLC

Date

Mr. Roger P. Milton
Superintendent of Schools

Date

Mr. Steve Scott, Chairman
School Board of Gadsden County

Date

ATTACHMENT A

Gadsden County School District
Contractual Agreement

Scope of Work

PSTB CONSULTING, LLC
3001 Byington Circle
Tallahassee, FL 32303

Evaluation Overview and Scope of Work

Evaluation Design

The evaluation plans for the 2017-2018 school year of the Gadsden County School Board's School Improvement Grant Programs is consistent with EDGAR 34 CFR Part 75 Section 200.25 which requires the Local Education Agency (LEA) to annually evaluate the programs. This plan is of experimental design with analysis of pre and post test to determine the district and each participating school's progress in achieving the objectives in the district's approved applications; the effectiveness of the programs in meeting the program purpose; and the effect on participants being served by the programs.

The evaluations will analyze the School Improvement programs formatively to determine the extent the programs are implemented according to the approved applications and summatively, to determine if the programs are achieving the desired effect related to improving student achievement and school reform. In addition to student achievement and school reform, the evaluations will examine information related to parent involvement, professional development, and teacher quality.

The evaluations will utilize best practices for procedural analysis and implement the plans which create strategies with the greatest chance of being useful, feasible, ethical, and accurate.

Generally, four steps will be followed while conducting the program evaluation:

1. Data Collection
2. Data Analysis
3. Drawing Conclusion, Making Inferences and Generalizations
4. Developing Recommendations

Comment	Evaluation Activities	Estimated Hours for Completion
	Collect and analyze student performance data from all district assessments in the student data warehouse (access will be granted by RECIPIENT for participating schools.)	
	Collect and analyze student performance data on Florida Standards Assessment (FSA) and/or End of Course Exams (EOC) for all participating schools.	
	Collect and analyze student performance on other district assessments for participating schools.	
	Analyze student, teacher, and parent climate survey data for participating schools.	
	Develop summative evaluation questionnaires for completion by each school and central office.	
	Analyze summative evaluation questionnaire responses,	
	Review the Title I, Part A and School Improvement Grant 1003a approved applications to determine the specific components being evaluated.	
	Conduct interviews with district and school level instructional personnel to assess the degree to which the projects were implemented with fidelity.	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7g
DATE OF SCHOOL BOARD MEETING: August 21, 2018
TITLE OF AGENDA ITEM: Renaissance Learning
DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Renaissance Learning (Accelerated Reader/STAR) is a continuation program. It is a licensed adaptive elearning system that has been previously approved by the Board to support the district adopted textbook (basal) programs and the district Strategic Plan. The program was implemented during the 2017-2018 school year and used as a non-negotiable during the Summer Reading Camp. Accelerated Reader is used for monitoring the practice of reading. The product equips teachers with insight into independent reading practice, evidence-based goal setting tools, activities that span a variety of skills and text types; and a worldwide community of support. It further engages students in the fun of reading, motivates practice, and impacts reading growth under the guidance of expert teachers. It introduces students to the magic of books and reading. STAR Reading, part of the Renaissance platform, guides students to greater reading growth with standards-based, computer-adaptive assessments that measure students' reading comprehension, monitor achievement and growth, and track understanding of focus skills aligned to Florida Standards. It has screening, intervention, and progress monitoring components. The purchase includes professional learning for teachers and school administrators to properly implement the program and analyze diagnostic results. The implementation of this initiative is well under way, was mandatory in the Summer Reading Camp, and continues to be a non-negotiable for elementary schools for 2018-2019 providing quality targeted interventions. Aligned with Florida's State Standards, AR/STAR have lexile and quantile measures and Standards Mastery benchmark instruction and mini-assessments that accurately predict performance on FSA. The programs complement the core + one intervention iReady to provide extra reading and intervention so that students are more likely to meet reading progress goals on the FSA that are sustainable. This program is part of a larger Early Warning System umbrella that targets building strengths in Reading for all Gadsden children. AR/STAR reports provide reliable growth metrics that optimize administrative decision making for long-term performance improvements at the school level. This is a continuation program that is part of the district's five-year Strategic Plan of Improvement for all children in Gadsden County Public schools. Gadsden is able to link to competitive proposals throughout North Florida. Those bid processes established the company's competitiveness in price and its ability to identify resources that are intellectually copyrighted and unique to the e-learning system that allowed other school districts to identify them as sole source. This vendor, as a continuation of the investment the district has already made in the resource, is now a sole source for Gadsden as it provides unique items that can only be supported by the platform we have implemented.

FUND SOURCE: Federal
AMOUNT: \$47,908.10
PREPARED BY: Rose Raynak



POSITION: Director of Federal Programs

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

11-19-2018 10:17 AM
11-19-2018 10:17 AM



REQ DATE
08/10/2018



REQUISITION NUMBER
000002886

PRINTED 08/13/2018
REPRINTED PO

The School Board of Gadsden County
Attention: Accounts Payable
35 Martin Luther King, Jr. Blvd
Quincy, FL 32351

VENDOR KEY : RENAISSA002
FISCAL YEAR : 2018-2019
ENTERED BY : ESTRAJAQ000
ORIGINAL REQ # : 000002886

VENDOR:
RENAISSANCE LEARNING, INC
PO BOX 8036
WIS RAPIDS, WI 54495

SHIP TO:
GADSDEN COUNTY PUBLIC SCHOOLS
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

ATTN: Rose Raynak

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		District Purposes Only SAM Checked/Vendor not subrecipient; Continuation/renewal of a Program previously approved by SBGC. Originally funded by the Reading Allocation Gadsden County School District		
1	EA	Data Integration Maintenance Fee Level 2 (2001-4000 Students) Chattahoochee Elem.	1800.00000	1,800.00
145	EA	Accelerated Reader 360 Subscription Renewal	9.70000	1,406.50
78	EA	Star Early Literacy Subscription Renew	4.70000	366.60
67	EA	Star Reading Subscription Renewal	4.70000	314.90
1	EA	Annual All Product Renaissance Place Hosting Fee Renewal	635.00000	635.00
1	EA	Renaissance Smart Start Product Training (included with purchase)		
1	EA	Discounts	-68.86000	-68.86
		George W. Munroe Elem.		
363	EA	Accelerated Reader 360 Subscription Renewal	9.70000	3,521.10
274	EA	Star Early Literacy Subscription Renew	4.70000	1,287.80
89	EA	Star Reading Subscription Renewal	4.70000	418.30
1	EA	Annual All Product Renaissance Place Hosting Fee Renewal	635.00000	635.00
1	EA	Renaissance Smart Start Product Training (included with purchase)		
1	EA	Discounts	-157.57000	-157.57
		Greensboro Elem.		
317	EA	Accelerated Reader 360 Subscription Renewal	9.70000	3,074.90
175	EA	Star Early Literacy Subscription Renew	4.70000	822.50
142	EA	Star Reading Subscription Renewal	4.70000	667.40
1	EA	Annual All Product Renaissance Place Hosting Fee Renewal	635.00000	635.00
1	EA	Renaissance Smart Start Product Training (included with purchase)		
CONTINUED ON NEXT PAGE			PAGE TOTAL	15,358.57
			TOTAL	47,908.10

This is a Requisition and not an official Purchase Order. The District is not financially responsible for the unauthorized purchases made with a Requisition.

REQ DATE
08/10/2018



REQUISITION NUMBER
000002886

PRINTED 08/13/2018
REPRINTED PO

The School Board of Gadsden County
Attention: Accounts Payable
35 Martin Luther King, Jr. Blvd
Quincy, FL 32351

VENDOR KEY : RENAISSA002
FISCAL YEAR : 2018-2019
ENTERED BY : ESTRAJAK000
ORIGINAL REQ # : 000002886

VENDOR:
RENAISSANCE LEARNING, INC
PO BOX 8036
WIS RAPIDS, WI 54495

SHIP TO:
GADSDEN COUNTY PUBLIC SCHOOLS
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

ATTN: Rose Raynak

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EA	Discounts Havana Magnet	-149.70000	-149.70
511	EA	Accelerated Reader 360 Subscription Renewal	9.70000	4,956.70
164	EA	Star Early Literacy Subscription Renew	4.70000	770.80
347	EA	Star Reading Subscription Renewal	4.70000	1,630.90
1	EA	Annual All Product Renaissance Place Hosting Fee Renewal	635.00000	635.00
1	EA	Renaissance Smart Start Product Training (included with purchase)		
1	EA	Discounts James A. Shanks Middle	-263.51000	-263.51
735	EA	Accelerated Reader 360 Subscription Renewal	9.70000	7,129.50
735	EA	Star Reading Subscription Renewal	4.70000	3,454.50
1	EA	Annual All Product Renaissance Place Hosting Fee Renewal	635.00000	635.00
1	EA	Renaissance Smart Start Product Training (included with purchase)		
1	EA	Discounts Stewart Street Elem.	-423.36000	-423.36
512	EA	Accelerated Reader 360 Subscription Renewal	9.70000	4,966.40
252	EA	Star Early Literacy Subscription Renew	4.70000	1,184.40
260	EA	Star Reading Subscription Renewal	4.70000	1,222.00
1	EA	Annual All Product Renaissance Place Hosting Fee Renewal	635.00000	635.00
1	EA	Renaissance Smart Start Product Training (included with purchase)		
1	EA	Discounts West Gadsden Middle	-247.54000	-247.54
418	EA	Accelerated Reader 360 Subscription Renewal	9.70000	4,054.60
418	EA	Star Reading Subscription Renewal	4.70000	1,964.60
1	EA	Annual All Product Renaissance Place Hosting Fee Renewal	635.00000	635.00
CONTINUED ON NEXT PAGE			PAGE TOTAL	32,790.29
			TOTAL	47,908.10

This is a Requisition and not an official Purchase Order.
The District is not financially responsible for the unauthorized purchases made with a Requisition.

REQ DATE
08/10/2018



REQUISITION NUMBER
0000002886

PRINTED 08/13/2018
 REPRINTED PO

The School Board of Gadsden County
 Attention: Accounts Payable
 35 Martin Luther King, Jr. Blvd
 Quincy, FL 32351

VENDOR KEY : RENAISSA002
 FISCAL YEAR : 2018-2019
 ENTERED BY : ESTRAJQ000
 ORIGINAL REQ # : 0000002886

VENDOR:
 RENAISSANCE LEARNING, INC
 PO BOX 8036
 WIS RAPIDS, WI 54495

SHIP TO:
 GADSDEN COUNTY PUBLIC SCHOOLS
 35 MARTIN LUTHER KING JR BLVD
 QUINCY, FL 32351

ATTN: Rose Raynak

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EA	Renaissance Smart Start Product Training (included with purchase)		
1	EA	Discounts Quote 1946066	-240.76000	-240.76
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		4200E5100 3600 0041 9CB01 00000 00000	5,227.20	
		4200E5100 3600 0052 9CB01 00000 00000	6,219.20	
		4200E5100 3600 0091 9CB01 00000 00000	7,358.40	
		4200E5100 3600 0141 9CB01 00000 00000	4,564.80	
		4200E5100 3600 0151 9CB01 00000 00000	2,088.00	
		4200E5100 3600 0201 9CB01 00000 00000	7,372.80	
		4200E5100 3600 0211 9CB01 00000 00000	10,902.70	
		4200E5100 7300 0041 9CB01 00000 00000	835.00	
		4200E5100 7300 0091 9CB01 00000 00000	835.00	
		4200E5100 7300 0141 9CB01 00000 00000	835.00	
		4200E5100 7300 0151 9CB01 00000 00000	835.00	
		4200E5100 7300 0201 9CB01 00000 00000	835.00	
			PAGE TOTAL	-240.76
			TOTAL	47,908.10

This is a Requisition and not an official Purchase Order.
 The District is not financially responsible for the unauthorized purchases made with a Requisition.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Gadsden County School District - 60560
35 Martin Luther King Jr Blvd
Quincy, FL 32351-4411
Contact: Tammy McGriff - (850) 627-9651
Email: mcgriff@gcpsmail.com

Reference ID: 349442
Created: 07/25/2018

Quote Summary

School Count: 7

Renaissance Products & Services Total	\$49,459.40
Applied Discounts	\$(1,551.30)
Shipping and Processing	\$0.00

Grand Total

USD \$47,908.10

This quote includes: Renaissance Accelerated Reader 360, Renaissance Star Early Literacy and Renaissance Star Reading.

To receive applicable discounts, all orders included on this quote must be received at the same time.

This quote and your use of the Applications, the Hosting Services and Services is subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please submit your organization's required purchase order with reference to quote number 1946066. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Cathy Judd at (715)424-3636, Thank You.

Quote Details

Gadsden County School District - 60560

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Data Integration Services					
Data Integration Maintenance Fee Level 2 (2001-4000 Students)	08/01/2018 - 07/31/2019	1	\$1,800.00	\$0.00	\$1,800.00
Gadsden County School District Subtotal					\$1,800.00
Sales Tax					\$ 0.00
Gadsden County School District Total					\$0.00
					\$1,800.00

Chattahoochee Elementary School - 60374

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2018 - 07/31/2019	145	\$9.70	\$(56.26)	\$1,350.24
Star Early Literacy Subscription Renew	08/01/2018 - 07/31/2019	78	\$4.70	\$0.00	\$366.60
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	67	\$4.70	\$(12.60)	\$302.30
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Chattahoochee Elementary School Subtotal					\$2,723.00
Sales Tax					\$0.00
Chattahoochee Elementary School Total					\$(68.86)
					\$2,654.14

George W. Munroe Elementary School - 60552

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2018 - 07/31/2019	363	\$9.70	\$(140.84)	\$3,380.26
Star Early Literacy Subscription Renew	08/01/2018 - 07/31/2019	274	\$4.70	\$0.00	\$1,287.80
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	89	\$4.70	\$(16.73)	\$401.57
Hosting Services					

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 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
George W. Munroe Elementary School Subtotal					\$5,862.20
Sales Tax					\$0.00
George W. Munroe Elementary School Total					\$(157.57) \$5,704.63

Greensboro Elementary School - 60408					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2018 - 07/31/2019	317	\$9.70	\$(123.00)	\$2,951.90
Star Early Literacy Subscription Renew	08/01/2018 - 07/31/2019	175	\$4.70	\$0.00	\$822.50
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	142	\$4.70	\$(26.70)	\$640.70
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Greensboro Elementary School Subtotal					\$5,199.80
Sales Tax					\$0.00
Greensboro Elementary School Total					\$(149.70) \$5,050.10

Havana Magnet School - 60436					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2018 - 07/31/2019	511	\$9.70	\$(198.27)	\$4,758.43
Star Early Literacy Subscription Renew	08/01/2018 - 07/31/2019	164	\$4.70	\$0.00	\$770.80
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	347	\$4.70	\$(65.24)	\$1,565.66
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00

Havana Magnet School Subtotal	\$7,993.40
Sales Tax	\$0.00
Havana Magnet School Total	\$(263.51) \$7,729.89

James A Shanks Middle School - 60577					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2018 - 07/31/2019	735	\$9.70	\$(285.18)	\$6,844.32
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	735	\$4.70	\$(138.18)	\$3,316.32
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
James A Shanks Middle School Subtotal					\$11,219.00
Sales Tax					\$0.00
James A Shanks Middle School Total					\$(423.36) \$10,795.64

Stewart Street Elementary School - 60588					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2018 - 07/31/2019	512	\$9.70	\$(198.66)	\$4,767.74
Star Early Literacy Subscription Renew	08/01/2018 - 07/31/2019	252	\$4.70	\$0.00	\$1,184.40
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	260	\$4.70	\$(48.88)	\$1,173.12
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Stewart Street Elementary School Subtotal					\$8,007.80
Sales Tax					\$0.00
Stewart Street Elementary School Total					\$(247.54) \$7,760.26

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

West Gadsden Middle School - 60414					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader 360 Subscription Renewal	08/01/2018 - 07/31/2019	418	\$9.70	\$(162.18)	\$3,892.42
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	418	\$4.70	\$(78.58)	\$1,886.02
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
West Gadsden Middle School Subtotal					\$6,654.20
Sales Tax					\$0.00
West Gadsden Middle School Total					\$(240.76) \$6,413.44

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO: 8a

DATE OF SCHOOL BOARD MEETING: August 21, 2018

TITLE OF AGENDA ITEM: Contract Amendment

DIVISION: Department of Facilities

(Example: Secondary Education, Property Records, etc.)

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

PURPOSE AND SUMMARY OF ITEM: For School Board notification of Contract Amendment No. 1 (Project Funding Source) of RFQ No. 1617-11; Continuing Services for Construction Management on Minor Projects. See acceptance statement from the following vendors: Cook Brothers, Inc. and CSI Contracting, Inc.

FUND SOURCE: N/A

AMOUNT: \$0.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

0 Number of ORIGINAL SIGNATURES NEEDED by preparer

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

Be sure that the COMPTROLLER has signed the budget page



THE SCHOOL BOARD OF GADSDEN COUNTY

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

Roger P. Milton
Superintendent
miltonr@gcpsmail.com

"Putting Children First"

July 12, 2018

Cook Brothers Inc.
Attn: S. Lamont Cook
1255 Commerce Blvd.
Midway, FL 32343

Re: Contract Amendment No. 1 of RFQ No. 1617-11;
Continuing Services for Construction Management on Minor Projects

Dear Mr. Cook,


Attached for your review is Amendment No. 1 of RFQ 1617-11, *Continuing Services for Construction Management on Minor Projects*. When project funding source is from the United States Department of Agriculture (USDA) or Florida Department of Agriculture (FDA), the attached provisions shall be followed. This required language must be included in any contract involving these funds. All other terms and conditions of the contract documents shall remain unchanged.

Please confirm your acceptance of this amendment to RFQ No. 1617-11 by completing the Acceptance Statement below and returning to our office.

Gadsden County Public Schools
Department of Facilities/Attn: Angie Roberts
805 South Stewart Street
Quincy, FL 32351

ACCEPTANCE STATEMENT

The conditions of this letter and attached amendment are for the fiscal year of 2018-2019 and are accepted this 13th day of July, 2018.



Signature **S. Lamont Cook, President**

Date **07/13/2018**

Please feel free to contact my office with any questions in connection with this matter.

Sincerely,


William Hunter
Director of Facilities

Audrey Lewis
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

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

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

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



THE SCHOOL BOARD OF GADSDEN COUNTY

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

Roger P. Milton
Superintendent
miltonr@gcpsmail.com

"Putting Children First"

July 12, 2018

CSI Contracting, Inc.
Attn: W. Norman McMillian III
1131 Dade Street
Quincy, FL 32351

Re: Contract Amendment No. 1 of RFQ No. 1617-11;
Continuing Services for Construction Management on Minor Projects

Dear Mr. McMillian,

Attached for your review is Amendment No. 1 of RFQ 1617-11, *Continuing Services for Construction Management on Minor Projects*. When project funding source is from the United States Department of Agriculture (USDA) or Florida Department of Agriculture (FDA), the attached provisions shall be followed. This required language must be included in any contract involving these funds. All other terms and conditions of the contract documents shall remain unchanged.

Please confirm your acceptance of this amendment to RFQ No. 1617-11 by completing the Acceptance Statement below and returning to our office.

Gadsden County Public Schools
Department of Facilities/Attn: Angie Roberts
805 South Stewart Street
Quincy, FL 32351

ACCEPTANCE STATEMENT

The conditions of this letter and attached amendment are for the fiscal year of 2018-2019 and are accepted this 17th day of July, 2018.



Signature

7/17/18

Date

Please feel free to contact my office with any questions in connection with this matter.

Sincerely,

William Hunter
Director of Facilities

Audrey Lewis
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

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

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

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

Contract Provisions: *Quick Tip Guide*

State of Florida SFA Required Language, regardless of contract value:

- Jessica Lunsford Act
- Protest procedures (Chapter 120, FL Statutes)

Provisions for non-Federal entity contracts under Federal awards, regardless of contract value:

- Buy American
- Energy Policy and Conservation Act
- Equal Employment Opportunity
- Debarment and Suspension
- Funding Agreement (Rights to Invention)
- Drug Free Workplace
- Record Retention
- Discounts, Rebates & Credits
- Hold Harmless and Indemnify
- Civil Rights
- Prohibitions of Gratuities
- Scope of Work

USDA Required Language that must be included based on contract value are as follows:

Greater than the Small Purchase Threshold:

- Allow for Audit of Records

Greater Than \$10,000:

- Termination for Cause and Convenience
- Recovered Materials

Greater Than \$100,000:

- Contract Work Hours and Safety Standards Act
- Byrd Anti-Lobbying

Greater Than \$150,000:

- Clean Air and Water Pollution Acts
- Breach of Contract
- Administrative, Contractual or Legal Remedies

If you have a Construction Contract over \$2,000:

- Davis-Bacon Act and Copeland Anti-Kickback Act

Best Practice to include:

- Certification of Independent Price Determination
- Piggybacking
- If necessary, USDA Foods requirements
- Bid bonds and Insurance requirements, if applicable
- Inspection of Facility
- Invoicing and Payments



This institution is an equal opportunity provider.

Additional Details of Each Provision

- **JESSICA LUNSFORD ACT** - Background screening requirements for certain non-instructional school district employees and contractors.—(1) Except as provided in s. 1012.467 or s. 1012.468, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any contractor, individual, or entity under contract with a school or the school board.(2) Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.(3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.
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Example language: The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

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Greater than Small Purchase Threshold

- **ALLOW FOR AUDIT OF RECORDS** - A provision to allow for the audit, examination, excerpt, and transcription of records that are pertinent to the contract by the USDA, the Comptroller of the United States, TDA, and their authorized representatives.

Greater Than \$10,000:

- **TERMINATION FOR CAUSE AND CONVENIENCE** - All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
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Greater Than \$100,000:

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- **BYRD ANTI-LOBBYING AMENDMENT** - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Greater Than \$150,000:

- **CLEAN AIR AND WATER POLLUTION ACTS** - Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **BREACH OF CONTRACT** - Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES** - If the contractor fails to perform to the SFA's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the SFA shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the sponsor's interests and ensure the contractor is fully aware of its responsibilities, as well as the remedies that will be available to the sponsor for nonperformance. "Nonperformance" by a contractor is any failure to follow the terms of the contract, whether related to the quality of food provided, the number of meals delivered, the time of meal delivery, or other contract provisions.

Construction Contract:

- **DAVIS BACON (CONSTRUCTION CONTRACTS)** - When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts

Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Best Practice to include:

- **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** - (also known as “non-collusion statement”)—While not required by program regulations, it is strongly suggested that SFAs and FSMCs certify that the prices in the bid or proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- **PIGGYBACKING** - When adding parties to a contract, known colloquially as “piggybacking,” the contract must have been procured in compliance with 2 CFR Part 200.318-.326 and applicable program regulations. Contracted parties considering additional parties must include a provision allowing “piggybacking” in their contracts to avoid creating a material change. If such a provision is not included in the contract and a material change is determined, a new competitive procurement is required. For a contract containing such provisions, language should be included specifying applicable limitations of the extension (e.g., dollar value or the number of additional parties that may be added). Such contracts should be thoroughly reviewed by members to ensure they meet their needs and conform to all applicable program requirements. For further guidance on “piggybacking” refer to memo SP 02-2016; CACFP 02-2016; SFSP 02-2016.
- **USDA FOODS REQUIREMENTS** - to include requirements to manage, utilize, credit, etc. USDA Foods. Examples are available upon request.
- Bid bonds and Insurance requirements, if applicable
- **INSPECTION OF FACILITY** - Reserve the right to inspect the contractor’s preparation and storage facilities, and transporting vehicles prior to award of Contract and without notice at any time during each Contract Term, including the right to be present during preparation and delivery of meals.
- **INVOICING AND PAYMENTS** - Provide details of preferred invoicing and payment methods.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO: 8b

DATE OF SCHOOL BOARD MEETING: August 21, 2018

TITLE OF AGENDA ITEM: Contract Amendment

DIVISION: Department of Facilities

(Example: Secondary Education, Property Records, etc.)

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

PURPOSE AND SUMMARY OF ITEM: For School Board notification of Contract Amendment No. 1 (Project Funding Source) of RFQ No. 1617-14; Continuing Services for Mechanical Maintenance and Repairs. See acceptance statement from the following vendor: Engineered Cooling

FUND SOURCE: N/A

AMOUNT: \$0.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

0 Number of ORIGINAL SIGNATURES NEEDED by preparer

SUPERINTENDENT'S SIGNATURE: page(s) numbered N/A

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

Be sure that the COMPTROLLER has signed the budget page



THE SCHOOL BOARD OF GADSDEN COUNTY

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

Roger P. Milton
Superintendent
miltonr@gcpsmail.com

"Putting Children First"

July 12, 2018

Engineered Cooling
Attn: Steve Gunn
3739 Peddie Drive
Tallahassee, FL 32303

Re: Contract Amendment No. 1 of RFQ No. 1617-14;
Continuing Services for Mechanical Maintenance and Repairs

Dear Mr. Gunn,

Attached for your review is Amendment No. 1 of RFQ No. 1617:14, *Continuing Services for Mechanical Maintenance and Repairs*. When project funding source is from the United States Department of Agriculture (USDA) or Florida Department of Agriculture (FDA), the attached provisions shall be followed. This required language must be included in any contract involving these funds. All other terms and conditions of the contract documents shall remain unchanged.

Please confirm your acceptance of this amendment to RFQ No. 1617-14 by completing the Acceptance Statement below and returning to our office.

Gadsden County Public Schools
Department of Facilities/Attn: Angie Roberts
805 South Stewart Street
Quincy, FL 32351

ACCEPTANCE STATEMENT

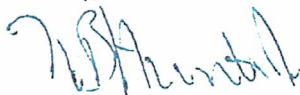
The conditions of this letter and attached amendment are for the fiscal year of 2018-2019 and are accepted this 16th day of July, 2018.


Signature

July 16, 2018
Date

Please feel free to contact my office with any questions in connection with this matter.

Sincerely,



William Hunter
Director of Facilities

Audrey Lewis
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

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

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

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

Contract Provisions: *Quick Tip Guide*

State of Florida SFA Required Language, regardless of contract value:

- Jessica Lunsford Act
- Protest procedures (Chapter 120, FL Statutes)

Provisions for non-Federal entity contracts under Federal awards, regardless of contract value:

- Buy American
- Energy Policy and Conservation Act
- Equal Employment Opportunity
- Debarment and Suspension
- Funding Agreement (Rights to Invention)
- Drug Free Workplace
- Record Retention
- Discounts, Rebates & Credits
- Hold Harmless and Indemnify
- Civil Rights
- Prohibitions of Gratuities
- Scope of Work

USDA Required Language that must be included based on contract value are as follows:

Greater than the Small Purchase Threshold:

- Allow for Audit of Records

Greater Than \$10,000:

- Termination for Cause and Convenience
- Recovered Materials

Greater Than \$100,000:

- Contract Work Hours and Safety Standards Act
- Byrd Anti-Lobbying

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- Breach of Contract
- Administrative, Contractual or Legal Remedies

If you have a Construction Contract over \$2,000:

- Davis-Bacon Act and Copeland Anti-Kickback Act

Best Practice to include:

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- Inspection of Facility
- Invoicing and Payments



This institution is an equal opportunity provider.

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- **RECOVERED MATERIALS** - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Greater Than \$100,000:

- **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- **BYRD ANTI-LOBBYING AMENDMENT** - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Greater Than \$150,000:

- **CLEAN AIR AND WATER POLLUTION ACTS** - Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **BREACH OF CONTRACT** - Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES** - If the contractor fails to perform to the SFA's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the SFA shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the sponsor's interests and ensure the contractor is fully aware of its responsibilities, as well as the remedies that will be available to the sponsor for nonperformance. "Nonperformance" by a contractor is any failure to follow the terms of the contract, whether related to the quality of food provided, the number of meals delivered, the time of meal delivery, or other contract provisions.

Construction Contract:

- **DAVIS BACON (CONSTRUCTION CONTRACTS)** - When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts

Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Best Practice to include:

- **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** - (also known as “non-collusion statement”)—While not required by program regulations, it is strongly suggested that SFAs and FSMCs certify that the prices in the bid or proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- **PIGGYBACKING** - When adding parties to a contract, known colloquially as “piggybacking,” the contract must have been procured in compliance with 2 CFR Part 200.318-.326 and applicable program regulations. Contracted parties considering additional parties must include a provision allowing “piggybacking” in their contracts to avoid creating a material change. If such a provision is not included in the contract and a material change is determined, a new competitive procurement is required. For a contract containing such provisions, language should be included specifying applicable limitations of the extension (e.g., dollar value or the number of additional parties that may be added). Such contracts should be thoroughly reviewed by members to ensure they meet their needs and conform to all applicable program requirements. For further guidance on “piggybacking” refer to memo SP 02-2016; CACFP 02-2016; SFSP 02-2016.
- **USDA FOODS REQUIREMENTS** - to include requirements to manage, utilize, credit, etc. USDA Foods. Examples are available upon request.
- Bid bonds and Insurance requirements, if applicable
- **INSPECTION OF FACILITY** - Reserve the right to inspect the contractor’s preparation and storage facilities, and transporting vehicles prior to award of Contract and without notice at any time during each Contract Term, including the right to be present during preparation and delivery of meals.
- **INVOICING AND PAYMENTS** - Provide details of preferred invoicing and payment methods.