

AGENDA

SPECIAL SCHOOL BOARD MEETING

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

September 10, 2013

4:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

ITEMS FOR CONSENT

2. AGREEMENTS/CONTRACTS

- a. Agreement Between Gadsden County School District and Alternatives Unlimited, Inc. – **SEE PAGE #3**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Charter for Crossroad Academy School of Business – **SEE PAGE #18**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent does not recommend approval.

- c. Title X Homeless – **SEE PAGE #48**

Fund Source: Title X Homeless

Amount: \$43,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Security Camera's – HVAC Surveillance - **SEE PAGE #72**

Fund Source: 379

Amount: \$12,700.00

ACTION REQUESTED: The Superintendent recommends approval.

3. EDUCATIONAL ISSUES

- a. Technology Plan Addendum – **SEE PAGE #79**

Fund Source: N/A

Amount: \$.00

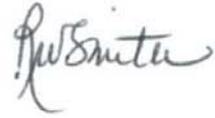
ACTION REQUESTED: The Superintendent recommends approval.

4. ITEMS BY THE SUPERINTENDENT

5. SCHOOL BOARD REQUESTS AND CONCERNS

6. ADJOURNMENT

SUMMARY SHEET



RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2a

DATE OF SCHOOL BOARD MEETING: September 10, 2013

TITLE OF AGENDA ITEM: Agreement Between Gadsden County School District and Alternatives Unlimited, Inc.

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

To review, discuss, and approve the Agreement between Gadsden County School District and Alternatives Unlimited, Inc.

FUND SOURCE: N/A
AMOUNT: N/A
PREPARED BY: Rosalyn W. Smith
POSITION: Deputy Superintendent

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: _____

**AGREEMENT BETWEEN
GADSDEN COUNTY SCHOOL DISTRICT and
ALTERNATIVES UNLIMITED, INC**

This agreement for services is made by and between the School Board of Gadsden County, a statutory corporation and political subdivision of the State of Florida having its principal address at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351 (hereinafter "District"), and Alternatives Unlimited, Inc., a Maryland corporation with its principal address at 1406 California Street, Houston, Texas 77006 (hereinafter "AU").

WHEREAS, in accordance with State law, a school board may contract with an organization that operates a community-based innovative instructional program that meets the unique needs of at-risk students; and

WHEREAS, Gadsden County School District and AU desire to cooperate in rendering services to students who have dropped out of school:

NOW THEREFORE, in consideration of the mutual promised herein contained and other good and valuable consideration, Gadsden County School District and AU agree as follows:

1. TERMS

This Agreement shall become effective with the signatures of the Gadsden County School District Superintendent and School Board Chairman and an AU authorized signor. The Agreement will be effective from the date of execution and shall continue in effect for one (1) year until June 30, 2014, unless terminated or otherwise amended as outlined in the contract. The Agreement may be reviewed annually, and either part may request amendments. Any proposed amendments or modifications shall become effective only if agreed to in writing observing all the formalities of the Agreement.

2. PROGRAM DESCRIPTION

2.01. AU will provide a community-based alternative education program called "Drop Back In" (hereinafter "DBI") for eligible students. Eligible Students shall include those students who are residents of Gadsden County not currently enrolled in an educational program. The parties expect that Eligible Students shall receive academic services sufficient to enable them to satisfy District's graduation requirements.

2.02. DBI will not accept any student unless the student has been un-enrolled either voluntarily or involuntarily from the District for at least ninety (90) days. DBI shall take all

necessary steps to verify that any student requesting admission into its program has met the ninety (90) day requirement.

2.03. DBI shall follow the Gadsden County School District calendar unless the District's Superintendent or designee approves an alternative calendar. AU agrees to provide no fewer than five (5) hours of instructional time per day. Any variation must be discussed with Gadsden County District personnel. DBI classed shall not exceed an average daily attendance pupil/instructional staff ratio as subscribed to by the District. Supervision and control of students while in the DBI shall be the sole responsibility of AU.

2.04. AU agrees to operate DBI in accordance with all requirements and guidelines as may be requested by District throughout the term of this Agreement in order to ensure that the program is in compliance with all applicable federal, state, and local laws and agency rules, regulations, and guidelines and to ensure that Gadsden County School District remains entitled to receive maximum funding from the State for participating in this Agreement.

2.05. AU shall comply with the requirements of all applicable federal, state, and local laws and regulations, including, but not limited to, those laws governing the provision of education to students with disabilities, students who have limited English proficiency. AU shall also comply with the requirements of all applicable judicial rulings, including the META Consent Decree, and with the requirements of the District's English Language Learners Plan.

2.06. AU shall provide the District with its written procedures governing intake, evaluation, dismissal, and separation of students as well as its written policies regarding the conduct and discipline of students while they are enrolled in the educational program. AU shall adopt the Gadsden County School District Code of Student Conduct and at the time of intake shall secure student and parent/guardian signatures to acknowledge an understanding of the rules and penalties for violating them. DBI will keep these signatures on file. AU administrative staff will meet quarterly or more, as needed, with District Administrative staff to discuss the program and progress of its students. The District's School Board will provide DBI with available Student-Code of Conduct books for each student enrolled in the program.

3. FACILITIES

3.01. AU agrees to provide educational services at various sites within the community. AU, in consultation with the District, will be permitted to open other sites in order to accommodate all interested students so that no student will be placed on a waiting list and therefore denied an opportunity to pursue an education. AU understands and agrees to the requirement that the District will implement a program of monitoring to ensure successful implementation of the DBI program. AU agrees to maintain the facilities in accordance with federal, state, and local laws, city ordinances, and District policy. All sites selected by AU for use in the performance of the Agreement will be reported to the District Facilities Department representative two or more weeks prior to the first day they plan to serve students. AU welcomes recommendations and/or

suggestions of viable sites for the DBI sites from the District. All computer lab and internet wiring will be configured and installed by AU who will assume all costs.

3.02. AU will comply with the standard requirements as specified for the programmed use, as determined in the Florida Building Code, the Florida Building Code, the Florida Fire Prevention Code, Americans with Disabilities Act (Guidelines), and the State Requirements for Educational Facilities (SREF). The District requires that proposed sites and floor plans be reviewed for code compliance by the District Building Department prior to any commitment by AU regarding said sites. AU shall ensure that the property owner maintains current sanitation and health certificates and that all leased sites comply with all annual fire inspection requirements for educational facilities. Fire and emergency drills must be conducted by AU in accordance with District policies.

4. ADMINISTRATIVE AND INSTRUCTIONAL STAFF

4.01. AU shall identify a DBI administrator with the authority to make decisions on behalf of AU and who will represent AU, including but not limited to, all required administrative meetings and training. In the event that such administrator not available, an AU designee approved by Gadsden County School District may represent AU when appropriate and necessary.

4.02. All AU teachers must meet the certification requirements and assigned classes in accordance with the Florida Course Code Directory. All AU employees, appointees, or agents who are permitted access to AU sites when students are present or who come into contact with students as part of the educational program must submit to a background check at AU expense in a manner prescribed by the District. AU agrees to remove all persons providing services to students under the Agreement that do not meet the standards under the District Board Policies on criminal background checks and employee history checks.

4.03. All AU teachers must be qualified in a manner prescribed by the Gadsden County School District to teach limited English proficient students and may be required to attend professional development to become properly certified.

4.04. AU shall employ a minimum of one Exceptional Student Education (ESE) certified teacher to develop, implement and determine mastery of the Individual Educational Plan (IEP) goals for exceptional education students. AU shall employ an ESE Specialist who shall participate in admission and exiting conferences, IEP preparation and staffing, and maintaining ESE compliance for exceptional education students. AU shall promptly notify designated District personnel and complete all appropriate forms and paperwork in the event that any AU teacher or staff suspects that a particular District student in the program may have a disability, which may qualify him/her for special education services.

4.05. AU shall promptly notify designated District personnel of student's qualifying for ESOL services, or language proficiency assessment and continuance of ESOL services in accordance with student's ELL plan.

4.06. AU shall designate a testing coordinator responsible for the administration of all standardized testing required by the District.

4.07. AU shall employ properly certified substitute teachers for permanent instructional personnel who are temporarily absent due to illness or personal reasons.

5. STUDENT EVALUATION

5.05. AU shall conduct an academic assessment of each student upon intake (BASI Test). The results of this assessment combined with the student's previous class schedule and educational goals shall determine what instructional strategies shall be employed while the student is enrolled in the AU's educational program. AU shall design a student schedule outlining a course of study that the student is to follow. All courses offered must lead toward a standard high school diploma. AU will require of all DBI students, the District's approved academic credit standard for high school diploma as outlined in the District Student Progression Plan. Students eligible for graduation must have courses completed and registered in the Gadsden County School District's database prior to the graduation ceremony. With respect to Special Education students, if appropriate, accommodations as stated on the IEP, will be made to the curriculum in order for the student to meet the requirements of a high school diploma.

5.06. Subsequent to the review of academic history, each non-ESE student shall have developed an Academic Plan that shall identify the academic needs of the student stated as short term and long term academic goals leading to graduation. The Plan shall be reviewed and revised with the student participating on regularly testing scheduled intervals.

5.07. AU agrees to administer the FCAT, End of Course examinations, and other District-wide mandatory tests on-site, utilizing AU staff, certified to meet all legal mandates and District/state policies. Furthermore, AU shall initiate testing in accordance with the District calendar and procedures.

5.08. AU shall maintain individual achievement records in a form prescribed by the Gadsden County School District for each student. Included therein must be a record specifying which competencies have been mastered, the date on which mastery was achieved, and appropriate documentation must be submitted to the District upon completion of courses.

5.09. AU shall make available a quiet, private room for AU psychological evaluations and ESE and/or ESOL interviews or parent/teacher meetings. The cost of such evaluations shall be borne by AU.

5.10. District shall periodically evaluate, if it so chooses, the quality of the AU educational program. The Superintendent's designee shall give AU ten (10) calendar day's prior notice of such evaluation by United States Postal Service certified mail, return receipt requested. AU shall cooperate with the District employees, appointees, and/or agents as they attend to their assigned task. Upon development of a final report, AU and the Gadsden County School District shall agree on any changes, if necessary, that will be made.

6. TEXTBOOKS

District agrees to provide students state-adopted textbooks, as ordered by AU through the District and the Textbook Department at no additional cost above such compensation set forth in this Agreement, to assure appropriate and supplemental instruction. AU shall be required to complete an inventory of assigned textbooks by June 15, 2013. AU shall be responsible for any lost/damaged textbooks.

7. ATTENDANCE AND MEMBERSHIP

7.01. AU agrees to comply with the District attendance policy as described in the Code of Student Conduct. Students who exceed the number of absences allowed by District policy, and with respect to whom the Gadsden County School District would require removal, shall be withdrawn from DBI. AU agrees to take attendance daily and forward information to the appropriate District designee on an agreed upon timeline. District will provide AU with information from the Gadsden County School District's Data System for those students enrolled DBI.

7.02. AU's full-time equivalent membership shall be counted during the official FTE/FEFP survey weeks in October and February. A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by the District. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system.

7.03. All course identification must be accurate such as state approved course number, section number, period number, days per week and class minutes.

7.04. The student must be in attendance at least one day during the FTE/FEFP survey week or one of the six days/classes preceding the survey period. The presence, absence, or tardiness of each student shall be checked, each day, and recorded daily in the Automated Student Attendance Record-keeping System. To comply with the rules, a pupil is in attendance if actually present at the school site.

8. STUDENT RECORDS

8.01. AU will prepare and maintain records relating to the students and the program in accordance with Gadsden School County District daily qualify record requirements to include demographic data, address verification, test scores, discipline records, health and immunization records, attendance, withdrawal (leave) code documentation and other appropriate information, and input such information by either (a) installing and using appropriate technology to receive training from District at AU's sole expense, or (b) providing personnel to receive training from District and to input required information at AU or at a designated District site.

8.02. AU understands that Gadsden County School District must have access to copies of student administrative and educational records in order to effectively participate in this Agreement. AU agrees to provide District access to all students, administrative, educational and financial records required to monitor and evaluate the effectiveness of the program. AU agrees to allow District access to all facilities, including classrooms, during regular operation hours in order to facilitate such monitoring activities.

8.03. To the extent that AU or District will come into possession of student records and information, and to the extent that AU or District will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes (2009). In the event that District is required to furnish information or records of AU, AU shall furnish such information to District and District shall have the right to release such information and records.

8.04. Each party will protect the rights of students and clients with respect to records created, maintained, and used by public institutions. It is the intent of the Agreement to ensure that guardians and students have the right to access and the right to privacy with respect to records and reports. The Parties will strictly adhere to all applicable state and federal laws and regulations relating to rights of students or their guardians with respect to students records and reports, including but not limited to Florida Statutes and State Board of Education Rules.

9. TRANSPORTATION

Transportation to the DBI sites will not be provided by AU.

10. MEDIA

AU shall implement and comply with all District policies and procedures, including but not limited to the District media policy.

11. DISTRICT PARTICIPATION

11.01. Gadsden County School District will provide AU a list of students eligible for participation in the DBI. AU requires the most recent and updated listing of students who have dropped-out (withdrawn) from school. The list will contain complete names, addresses and phone numbers.

11.02. Gadsden County School District will monitor the performance and services provided by AU in accordance with performance standards outlined in this Agreement.

11.03. District/AU record requirements are to include demographic data, test scores, discipline records, attendance, lesson planning, grade reporting and recording, and other appropriate or required information.

11.04. If District and AU agree AU and/or staff shall participate in District staff development activities, both mandatory and optional, and classroom visitations and observations as requested.

11.05. District will meet quarterly or more as needed with AU Administrative Staff to discuss the program and progress of its students.

12. COMPENSATION

12.01. It is agreed that Gadsden County School District will act as the agency through which all funds will pass through in the process of paying AU. AU shall receive ninety percent (90%) of all funds generated by DBI students while District shall retain ten percent (10%) of all funds generated by DBI students, with textbooks being provided to AU. Payment to AU will be based upon the number of students enrolled and reported by AU as of the FTE survey week(s). AU will be responsible for refunding to the District any revenue lost as a result of errors identified in FTE or program audits.

12.02. In the first semester payment to AU is due by December 1, 2013. In the second semester payment is due by April 1, 2014.

12.03 AU will only be compensated for the first 99 students enrolled in either FTE/FEFP enrollment window. AU will not be compensated for any students enrolled beyond the cap of 99 students.

13. REPORTS AND EVALUATIONS

13.01. AU shall submit to District within thirty (30) days after the execution of this Agreement the most recent financial statement of its assets and liabilities. District will accept an unaudited version. AU understands and agrees that such statement accompanying this Agreement may

be public document and Authorized Version and authorizes Gadsden County School District to release the statement as part of this Agreement.

13.02. AU will maintain and retain throughout the term of this Agreement and for a period at least two (2) years, financial information that indicates utilization of funds received from District in the event of a state or federal audit of District regarding expenditures of state funds, AU shall make available for inspection such financial information as required by the State Department of Education or other auditing agencies.

13.03. AU agrees to submit an annual report of each year of implementation, starting with the end of the first year implementation. The annual report must contain basic demographic data, attendance rates, enrollment data, and achievement data on all participating students. Student achievement data shall include, but not be limited to, the number of credits earned by students, the number credits earned per student, the number of students participating in the program. These data must be sufficient to allow judgment of the program effectiveness in achieving its stated objectives.

13.04. If requested, AU will provide a final summative project report to Gadsden County School District at the completion of the contract term. This report will include, but will not be limited to project background information, a description of the project implementation , and accomplishments and conclusion.

13.05. Gadsden County School District reserves the right to conduct its own evaluation of this project at any time to verify effectiveness.

13.06. AU and District intend to utilize the results of the evaluations and written reports as part of the criteria for continuation or termination of future participation in the program. Unless otherwise required by law, no reports or evaluations created pursuant to this Agreement may be released to third parties without prior written consent of District, which consent shall not be reasonably withheld.

14. DISPUTES

14.01. Any disputes between the parties shall be addressed through communication between the AU Administrator and the Superintendent's designee.

14.02. If it is impossible to achieve a solution to the problem, and the appropriate Gadsden County School District Superintendent/designee and the AU Administrator are not able to reach a mutual decision, the parties shall have access to the legal system for the resolution of disputes. Jurisdiction shall be in the State of Florida and venue shall be the 10th Judicial Circuit, in and for Gadsden County. Prior to legal action, the parties may, by mutual agreement, submit any dispute to mediation with a qualified mediator appropriately certified by the state or federal courts.

15. RELATIONSHIP OF THE PARTIES

It is understood and agreed that AU is an independent contractor and that neither it nor any employees or agents contracted by this institution shall be deemed for any purposes to be employees (paid or volunteer) or agent of District. This agreement does not create a joint venture or business partnership under Florida law. AU assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to the Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, benefits and like requirements and obligations. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

16. INDEMNIFICATION

AU shall defend, hold harmless, and indemnify District and its governing board, officers, agents, and employees from and against all liabilities and claims for damages for death, sickness, injury or any other legally compensable damages to any person (s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its services hereunder, resulting from the negligence or intentional acts of AU, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement. The insurance coverage shall continue coverage for all services covered hereunder and shall not be a claims-made policy.

17. INSURANCE

During the entire term of this agreement and any extension or modification thereof, AU shall submit and keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services (s) by AU, of at least one million dollars (\$1,000,000) for each person and two million dollars (\$2,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000) for all damages and liability arising out of injury to our destruction of property for each accident or occurrence. The policy must include a statement that the general liability provides coverage for contractual liability. Policy must list District as an additional insured. Not later than the effective date of the agreement, AU shall provide Gadsden County School District with satisfactory evidence of insurance, naming Gadsden County School District as additional certificate holder, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above-specific coverage. AU shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law, if applicable. District reserves the right to revise the requirements of this provision at any time. If Gadsden County School District determines that additional insurance coverage is necessary, District will reopen negotiations with AU to modify the terms of this Agreement. Failure to supply Gadsden County School District with insurance renewal information is reason for contract termination.

18. NO WAIVER OF IMMUNITY

Neither AU nor Gadsden County School District waives or relinquishes immunity or defense on behalf of itself, its trustees, officers, employees, or agents as results of the execution of this Agreement and performance of the functions and obligation described herein.

19. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any provision shall be constructed to be a waiver of such breach.

20. RIGHT IN PROPERTY

All title to AU supplies, equipment furniture, and records shall remain the sole property of AU. All title to District furnished supplies, equipment, furniture, materials and/or textbooks shall remain the sole property of District.

22. PROPRIETARY INFORMATION

22.01. The parties to this Agreement agree that AU's written course of instruction constitutes a valuable asset; and that without AU's consent, District shall not disclose, directly or indirectly, any confidential or proprietary information concerning the course of instruction, or AU's business operations or methodology to any person, firm, or entity and that such written information shall be used only to accomplish the purposes of this Agreement. District acknowledges AU's right to obtain a Temporary Restraining Order if any aspect of this section is breached.

22.02. All information, whether written or otherwise, regarding AU's course of instruction, business operations, or methodology are presumed to be AUs confidential information for purposes of this Agreement. Notwithstanding the foregoing, confidential information shall not be deemed to include any information or data which:

1. is within the public domain through no fault or breach of District, its employees or agents;
2. is lawfully obtainable from other sources;
3. District is required disclose pursuant to the order of a court or tribunal of competent

jurisdiction or the lawful requirements of a governmental agency, or as otherwise required by law; or

4. is made available to students or parents and guardians participating in the program.

23. TERMINATION

The Agreements may be terminated prior to expiration of the term as follows:

1. By written mutual agreement of the parties hereto, which agreement shall state the effective termination date and any other terms and conditions of said termination.
2. By either party, hereto, with 30 days notice, upon a breach of the terms of this Agreement, after first giving the other party written notice of the breach and opportunity to cure.

24. NOTICE

Any notice required to be given under the provisions to this Agreement shall be in writing and shall be duly served when it shall be hand delivered to the addresses set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office Addressed to the party at the following addresses:

To: Alternatives Unlimited, Inc.
Attn: Mr. Mychael Willon, CAO
1406 California Street
Houston, Texas 77006

To: Gadsden County School District
Attn: Reginald C. James
Superintendent
35 Martin Luther King Blvd.
Quincy, FL 32351

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner above provided.

25. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party.

26. SECTION HEADINGS

The heading of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limited, define, or construe the terms or provisions of the sections of this Agreement.

27. GOVERNING LAW

This Agreement is made in the State of Florida and shall be construed, interpreted, and governed by the laws of such state. The parties irremovably consent to the sole and exclusive jurisdiction and venue of the state and/or Courts for any action under this Agreement.

28. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party.

29. COMPLETE UNDERSTANDING

This Agreement shall constitute the complete understanding of AU and Gadsden County School District, and may not be modifies in any manner without the express written consent of both parties.

30. PERFORMANCE OF WORK

AU shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of the work requires by this Agreement at AU's sole cost and expense.

31. COUNTERPARTS

This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

32. AUTHORITY

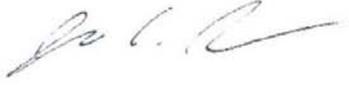
Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the _____ day of _____, 2013.

GADSDEN COUNTY SCHOOL DISTRICT

ALTERNATIVES UNLIMITED, INC.

By: _____

By: 

Chief Operating Officer

ATTEST:

By: _____
REGINALD C. JAMES, SUPERINTENDENT
Reginald C. James, Superintendent

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2b

DATE OF SCHOOL BOARD MEETING: September 10, 2013

TITLE OF AGENDA ITEM: Charter for Crossroad Academy School of Business

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Review of the Charter School Agreement between Crossroad Academy Charter School of Business and the Gadsden School District, which is extended for fifteen years (15) commencing July 2006 and ending June 30, 2021, is submitted for discussion and approval. Major changes of the Charter are indicated with strike-outs and color coding.

Specific changes are in:

- A. School Mission (page 2);
- F. Admissions (page 5);
- I. Financial and Administrative Management (page 7);
- J. Term (page 8);
- K. Facilities and Location (page 10);
- L. Human Resources (page 11);
- C. Transportation (page 19);
- D. Food Service (page 20); and
- 13. (Page 28-29)

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Rosalyn W. Smith

POSITION: Deputy Superintendent

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

CHARTER FOR CROSSROAD ACADEMY CHARTER SCHOOL OF BUSINESS

This agreement is between the School Board of Gadsden County, Florida herein referred to as the "Sponsor", and Community and Economic Development Organization of Gadsden County, Inc., a nonprofit organization, organized under the Laws of the State of Florida on behalf of The Crossroad Academy Charter School of Business, herein referred to as the "School". It is the intent of the parties that this contractual agreement shall constitute the School's Charter.

SCHOOL AUTHORIZATION

Pursuant to FS 1002.33(1) "charter schools shall be part of the state's program of public education. All charter schools in Florida are public schools." Therefore, Crossroad Academy shall be guided by the principles stated in 1002.33(2).

I CHARTER

A. School Mission

The mission of the Crossroad Academy Charter School of Business is to provide an, alternative educational system of choice to assist Gadsden County students in preparing academically, socially and culturally to be responsible participants in our society. The School is dedicated to providing a well-balanced academically challenging program with emphasis on **Business and Industry** reading, critical thinking character, and community service. CACS will provide an environment that is conducive to learning, a

staff that is sensitive to the needs of students and a program that promotes innovative and creative ideas. The parties agree that the community of students to be served by this Charter is defined as follows:

Participation is open to student ages 4- 18 and in grades PK-12, in the Gadsden County school district and having an interest in business and its related industry.

B. Curriculum

The **focus** of the Crossroad Academy Charter School of Business curriculum is reading and math emphasizing the basis of business and related industry. The curriculum will consist of an inter-disciplinary approach in which subject matters are linked together though specifically designed projects and programs. It will incorporate such subject areas as banking, finance, money, and credit management and will cover the basic subject areas of: Reading, **Writing**, **Math**, **Language Arts**, **Science**, **Social Studies**, and **Physical Education**. Other electives which may be offered are courses in, Art, Music, Health, Critical Thinking Skills, Test Taking Strategies, and specific Business & Technology. All skills will be aligned and consistent with the Common Core Standards and the instructional strategies for reading will be grounded in scientifically based research. Additionally, the curriculum will be: **Challenging**-actively engaging each student in learning skills rather than just covering materials; **Integrative**-helping students convert school experiences into practical uses in their daily lives; **Exploratory**-enabling students to discover their abilities, interests and ways they can make contributions to the world of business and the society as a whole.

Instructional methods will include but not be limited to: whole class instruction, small group instruction, student centered instruction, project based learning, thematic units, simulations, and technology assisted learning. Computers and internet access is available to students along with other technology used to improve the educational performance of students. The technologies shall comply with legal and professional standards. Classroom instruction is provided in large groups, small groups, and through individualized instruction. Instruction will not be limited to the traditional classroom setting, but will be limited only by the creativity of the teachers and staff.

The faculty of the Crossroad Academy will integrate **technology** and instruction so that students can take advantage of the many ways technology can be used to help them learn, and reach out to experience (and perhaps positively change) the larger society of which they are citizens.

C. Baseline Standard of Student Achievement

The Florida Comprehensive Assessment Test (FCAT) shall serve as incoming baseline standards of student academic achievement for student enrolling at Crossroad Academy. Students enrolling from another state may submit comparable data in substitution. All students are expected to achieve one year's growth as deemed by the FDOE. Crossroad Academy shall compare its progress to that of the Gadsden County School District Annually. The Crossroad Academy staff views assessment as the

process of measuring a student's progress toward a goal. Each student's academic education plan serves as the foundation from which to measure student outcomes. Outcomes will be congruent with the Sunshine State Standards that identify what Florida public school students should know and are able to do. At the end of each evaluation period, students will receive a written report from the faculty, which will include specific information on the student's progress toward the learning goals in his/her academic educational plan. The report will be based on the child's work, oral presentation, documented observation by the faculty, testing and project assignments.

D. Student Strengths and Needs

Crossroad Academy shall participate in the statewide assessment program created under FS 1008.22. The method to identify student strengths and needs of students and how well the educational goals and performance standards are met by the students attending Crossroad Academy shall be analyzed annually in the school's improvement plan and/or annual goals and objectives as a result of student performance.

E. Disputes

All disagreements relating to or arising out of this Charter, which the parties are unable to resolve informally, shall be resolved in accordance with Section 1002.33(6)(h), Florida Statutes

F. Admissions

The School will admit students without regard to race, color, national origin, religion, disability, (ESOL) or gender as describe in section 1002.33 (10) "Eligible Students." CACS has an open and equitable admission policy whereby admission is completed on a first-come first-serve basis. In accordance with section 1002.331 (2) (a) and (b) CACS may have ~~an maximum~~ enrollment of up 376.05 beginning the 2013-2014 school year. ~~students-serving~~ The school will serve the PK-12 population, with expanding enrollment once per school year (15%), up to the capacity of the facility in accordance with HB 7009-Revisions to 1002.331. Admission procedures for the School consist of the following steps:

(1) The student applications and test are reviewed to identify those who meet the eligibility criteria.

(2) Parent(s) and student(s) will then be notified of the selection and are scheduled for a meeting with the School's staff.

(3) A conference occurs between the staff, the parent(s) and the prospective student(s) to determine final placement. Parent(s) and student(s) must agree to participate in the program and sign a contract stating their willingness to abide by the Crossroad Academy Guidelines. (The student(s) will be placed in the program only after parent(s) and child have agreed in writing.)

(4) A contract is then executed which outlines rules, guidelines and responsibilities of all parties. Failure by parent(s) to live up to the contract may result in their child's dismissal.

(5) All enrollments of the School are on a voluntary basis and must have parental approval.

(6) Enrollment is subject to compliance with the provisions of Sections 1003.22 & 32.032, Florida Statutes, concerning school entry health examinations and immunizations.

G. Ethnic Balance

The School will continue to work toward maintaining a student population ratio that is at least representative to that of the district.

H. Discipline

(1) The School agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues that will ensure the health, safety and welfare of all students attending the school, the School will adopt and follow a code of student conduct. (See Appendix D)

The School and the sponsor may agree to a reasonable exception to the discipline, however, any failure to agree to such an exception shall not be considered.

(2) Dismissal of students shall be as described in Appendix D.

I. Financial and Administrative Management

The parent company, CEDO has 25 years of administrative and financial management experience including utilization of an independent auditing firm. The day to day operation

of the school affairs is performed by employees within the parent company organization with ultimate oversight by the Board of Directors..

Additionally, the school and Sponsor agree to the following administrative and financial issues:

(1) The Sponsor shall withhold ~~52~~% from public revenues as identified in Section 1002.33 (20)(a), Florida Statutes, for administrative costs.

(2) The School will utilize the standard state codification of accounts as contained in the Financial and Program Cost Accounting and Reporting for Florida Schools, as a means of codifying all transactions pertaining to its operations. Federal, state and local funds shall be maintained according to existing mandates and practices, i.e., separate funds and bank accounts for federal and state/local.

(3) The School shall provide a ~~monthly~~ ~~quarterly~~ financial statements to the sponsor, which shall include a balance sheet and a statement of revenues and expenditures and changes in fund balances prepared in accordance with the form prescribed by the Financial and Program Cost Accounting and Reporting for Florida Schools (the Red Book) and in a format to include in detail, by function and object, all revenue and expenditure activities relating to its operations, and file the appropriate reports with the respective state and federal agencies. The School shall provide the Sponsor with an audited annual financial report for the fiscal year ending June 30, which shall include a complete set of financial statements and notes thereto prepared in accordance with the form prescribed by the Red Book for including into the Sponsor's financial statements annually, formatted by revenue source and expenditures, detailed by

function and object **no later than August 15 of each year**. The financial audit shall be performed by a qualified Certified Public Accountant. The audit shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the Rules of the Auditor General, State of Florida. Funding for any subsequent year or Charter extension, if approved by the School Board, shall be contingent upon the receipt and subsequent review of the audit by the sponsor and/or its representatives. The Sponsor reserves the right to perform additional audits at no cost to the School as part of the Sponsor's financial monitoring responsibilities as it deems necessary. The Sponsor will notify the School of this procedure in a timely manner.

J. Term

(1) In accordance with section 1002.331(2)(e), This Charter shall become effective July 1, 2006, and shall cover **fifteen (15)** years (commencing on July 1, 2006) ending on June 30, 2021. The charter must be consistent with section 1002.33(7)(a)19 and (10)(h) and (i) and is subject to annual review by the sponsor.

(2) Pursuant to Section 1002.33(7)(b), Florida Statutes, this Charter may be renewed for fifteen (15) school years provided that a program review demonstrates exemplary academic progress and fiscal management and that it has met the requirements of 1002.33(7)(a) and that none of the criteria in 1002.33(8)(a) has been documented.

(3) This Charter remains subject to annual renewal and may be terminated during the term of the Charter. This Charter may also be modified during its term by mutual agreement of the parties and such modifications shall be agreed to in writing and executed by both parties.

(4) At the end of the term of the Charter, the Sponsor may choose not to renew the Charter for any of the following grounds:

(a) Failure to participate in the State's accountability system created in Section 1008.31 or failure to meet the requirements for student performance as set out in this Charter.

(b) Failure to meet generally accepted standards of fiscal management.

(c) Violation of law.

(d) Other good cause shown.

(5) During the term of the Charter, the Sponsor may terminate the Charter for any of the grounds listed above in (4)(a - d).

(6) This Charter may be terminated immediately if the Sponsor determines that there is good cause or if the health, safety, or welfare of the students is threatened. The Sponsor shall assume the operation of the School under these circumstances. The School agrees to submit all school records without delay in the event the Charter is terminated pursuant to this paragraph.

(7) At least 90 days prior to renewing or terminating the Charter, the Sponsor shall notify the governing body of the school of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the

School's governing body may, within 14 days of receiving the notice, request an informal hearing before the Sponsor. The Sponsor shall conduct the informal hearing within 30 days of receiving a written request. The School's governing body may, within 14 days after receiving the Sponsor's decision to terminate or refuse to renew the Charter, appeal the decision to the State Board of Education pursuant to the procedure established in Section 1002.33(8)(c) and (d), Florida Statutes. The School agrees to submit all school records without delay upon of the expiration of the Charter.

K. Facilities and Location

The facility used to house Crossroad Academy Charter School of Business is located at 635 470 Strong Road. The school is requesting a 40 15 renewal to facilitate a longer term for financing the construction of a new a larger facility. The parties agree to adhere to section 1002.33 (18), Facilities.

L. Human Resources

(1) Employment

Employment shall be guided by 1002.33 (12)

(a) The parties to this Charter agree that the School shall select its own employees.

(b) The School agrees that its employment practices shall be nonsectarian.

(c) The Teachers employed by or under contract to the School shall be certified as required by chapter 1012, Florida Statutes. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist

instructional staff members as paraprofessionals in the same manner as defined in chapter 1012, Florida Statutes.

(d) It is further agreed that the School may not employ an individual to provide instructional services or to serve as a paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

(e) The School agrees to disclose to the parents the qualifications of its teachers.

(f) The School agrees to implement the practices and procedures for hiring and dismissal; policies governing salaries, contracts, and benefit packages; and targeted staff size, staffing plan, and projected student-teacher ratio as described in Appendix B.

(g) The School agrees to require all employees to comply with the fingerprinting requirements of section 1012.32, Florida Statutes.

(h) The School shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, and the Florida Education Equity Act.

(i) The School agrees to comply with all state and federal laws prohibiting discrimination.

(2). *Collective Bargaining [If employees choose to do so]*

(a) The School employees have the option to bargain collectively as a separate unit or as part of the existing district collective bargaining units.

(b) The School, as a public employer, may participate in the Florida Retirement System upon application and approval as a "covered group" under Section 121.021(34),

Florida Statutes. If the School participates in the Florida Retirement System, the School employees shall be compulsory members of FRS.

3. Private Employees

Teachers may choose to be part of a professional group that subcontracts with the School to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the teachers would not be public employees.

M. Governance Structure

(1) The incorporating organization of the School is the Community and Economic Development Organization of Gadsden County, Inc. (CEDO). CEDO, a non-profit 501(c) 3, Community Development Corporation, was incorporated in April 1981 under the laws of the State of Florida. This governing board also serves as the School's Advisory Council members.

(2) The corporation is a membership organization, and its activities and affairs are managed by a Board of Directors with a maximum of 25 members. Membership on the Board, term of office and voting privileges are controlled by the corporate by-laws.

(3) The School governing board , which is the Board of Directors of CEDO will define and refine policies regarding educational philosophy, and oversee assessment and accountability to ensure that the School's student performance standards are met or exceeded.

(4) The teachers support and contractual staff will be directly supervised by an

administrator who will be in charge of the school's routine operations. The Executive Director is appointed by, and reports directly to, the Board of Directors. All school staff shall work directly under the administrator who reports to the Executive Director.

(5) The Executive Director, in consultation with School staff, will be responsible for the over-all management of the school, to include creating/adjusting the curriculum and developing an annual budget. Other duties of the Executive Director will include:

- selecting the school's administrator(s)
- ratifying staffing recommendations
- reviewing and approving the budget
- overseeing the implementation of the board's policies, guidelines, the curriculum, and contractual agreements
- ratifying and monitoring any changes in the contractual agreements
- acting as a liaison with the community at large, and assisting with fundraising.

(6) No members of CEDO's Board of Directors will receive financial benefit from the School's operations.

(7) The School will comply with Chapter 119, Florida Statutes, relating to public records. . Furthermore, Board meetings shall be open to the public as per Section 286.011, Florida Statutes.

II. OTHER REQUIREMENTS

A. Annual Accountability Reporting

- (1) The School shall prepare progress reports to the Sponsor, as described in 1002.33(9)(k).

B. Length of School Year

- (1) The School shall provide instruction for at least 180 days for each school year.

C. Participation in Interscholastic Extracurricular Activities.

Parties agree that individual students of Crossroad Academy Charter School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to s.1006.15(3)(d).

D. Exemption

Crossroad Academy Charter School shall be exempt from and/or comply with statues as outlined in accordance with 1002.33(16).

III. FUNDING

The parties agree to comply with 1002.33(17)(a-d) stating that students enrolled in charter schools, shall be funded as if they are in a basic or special program, the same as students enrolled in other public schools in the school district.

The parties agree that Crossroad Academy Charter School will remain eligible for capital outlay funds pursuant to s. 1013.62.

A. Revenue Via FTE

- (1) The Sponsor agrees to fund the School in accordance with the legislative guidelines. The basis of the funding shall be the sum of the Sponsor's operating funds

from the Florida Education Finance Program (FEFP) as provided in Section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's district current operating discretionary mileage levy; divided by the total funded weighted full-time equivalent students (WFTE) in the Sponsor's district; multiplied by the WFTE of the School. The School agrees that it will submit in a timely manner the information required in Section 1011.62 and 1011.61, Florida Statutes. The School will submit its projected FTE to Sponsor no later than November 15th.

(2) If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to their proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation.

(3) Total funding for the School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the **actual** WFTE students reported by the School during the FTE survey periods.

Additionally, funding for the School shall be adjusted during the year as follows:

(a) In the event of a state holdback or a proration, which reduces district funding, the School's funding will be reduced proportionately.

(b) In the event that the district exceeds the state cap for WFTE for Group 2 programs established by the Legislature, resulting in unfunded WFTE for the district, then the Sponsor will review the School's funding to determine the required reduction, if any, that will be made. Payment shall be adjusted both after the October and

February FTE surveys to reflect funding for the actual number of WFTE's reported and accepted by the Department of Education.

(4) In any program or services provided by the Sponsor which are funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the School, to provide the School with the federal funds received by the Sponsor's district if the same level of service is provided by the School, provided that federal law or regulation does not prohibit this transfer of funds. Any eligible student enrolled in the School shall be provided Federal funds for the same level of service provided other eligible students in the schools operated by the Sponsor, including Title I funding.

(5) The School shall not levy taxes or issue bonds secured by tax revenue.

(6) If the School Charter is not renewed or is terminated, any state or federal unencumbered funds disbursed by the Sponsor to the School shall revert to the Sponsor. In that event, all School property and improvements, furnishings, and equipment purchased with state or federal funds shall revert automatically to full ownership by the Sponsor. If the School's accounting records fail to clearly establish whether a particular asset was purchased with state or federal funds or non-public funds, ownership of the asset will revert to the Sponsor.

B. Title I

Title I funds allocated to the School must be used to supplement the reading/writing and mathematics services, and parental involvement for eligible students participating in the Title I Program. If the School accepts Title I funds, at least one percent of the School's

budget must be spent in support of parental involvement activities. Title I students will be identified utilizing the Economic Survey conducted annually during the prior fiscal year. The per pupil allocation of Title I funds will correlate with the per pupil allocation of other district schools. The School shall submit Title I reimbursement requests to the Sponsor on a monthly basis.

Any equipment item purchased with Title I funds costing \$500 or more which is classified as Capitalized Audio Visual or Equipment remains the property of Title I. This property must be identified and labeled for Title I property audits.

The district and region Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

C. Fund Disbursement.

Payment shall be made to the School no later than five (5) working days after the second monthly transfer from DOE. Until the October count is official, payments will be based on the previous year's FTE. An adjustment will be made twice a year based on the October and February FTE Surveys.

D. Reporting Of Students -- FTE Generation

If the School submits data relevant to FTE funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State for any errors or omissions that the School is responsible for.

IV GENERAL PROVISIONS.

A. The Sponsor's Duties

The sponsor agrees to provide services as describe in 1002.33(20) and shall perform duties at describe in 1002.33(5)(b)(1)(a-j).

B. The School's Duties

(1) School will adhere to charter school requirements according to 1002.33(9).

(2) The School will adopt the Sponsor's Pupil Progression Plan (PPP) for applicable grades served.

(3) The School will input all required data into the Sponsor's Information Technology Services system in accordance with sponsor's guidelines.

(4) The School agrees to allow the Sponsor reasonable access to review data sources, including collection and recording procedures upon request.

(5) The parties agree that the Sponsor will utilize results from the state and district required assessment programs to provide to the State Board of Education an analysis and comparison of the overall performance of the School students.

(6) The School agrees to use the records and grades procedures that are consistent with the Sponsor's current records and grades procedure.

(7) The School will maintain both active and archival records for current/former students in accordance with Florida Statutes.

(8) All permanent (Category A) records of students leaving the School, whether by promotion, transfer to the public school system, or inter-district or intra-district withdrawal to attend another school, will be transferred to the Sponsor in accordance with Florida Statutes.

(9) Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to return to the regular Gadsden County Public School System or to another school system.

(10) Exceptional students shall be provided with programs implemented in accordance with Federal, state, and local policies and procedures. Specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1003.01(3) and 1003.57, Florida Statutes, Section 1002.33, Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code.

(11) Students at the School who are limited English proficient will be served by English for Speakers of Other Languages-endorsed/certified personnel. The School will meet the requirements of the LULAC, et al. vs. State Board of Education Consent Decree.

C. Transportation

It is the responsibility of CACS to provide for transportation of the School's students consistent with the requirements of Sections 1006.21-24, Florida Statutes. **After the 2013-2014 school year, the sponsor will no longer provide contractual transportation services to CACS.**

D. Food Service

Through a separate contractual agreement, the Sponsor shall provide the School with breakfast and lunch for its students. See Appendix B. The Sponsor will be responsible for the processing of applications for free and reduced meals. The Sponsor will make all necessary reporting, filings and reimbursement requests from the appropriate

state and federal agencies as a means of reimbursing the Sponsor. Moreover, proceeds for reduced and paid meals collected by the School shall be remitted to the Sponsor to offset cost of providing the meal service. **After the 2013-2014 school year, the sponsor will no longer provide the services set out in this section. It will be the sole responsibility of CACS to provide food service.**

E. Insurance

(1) The School agrees to secure insurance coverage for its own buildings and contents.

(2) The School further agrees to secure and maintain personal property insurance if the School is leasing personal property from the Sponsor.

(3) The School agrees to provide insurance as follows:

(a) **COMMERCIAL GENERAL LIABILITY INSURANCE**

Except as otherwise provided, the Commercial General Liability Insurance provided by the School shall conform to the requirements hereinafter set forth:

(1) The School's insurance shall cover the School for those sources of liability (including, but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

(2) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.

(3) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.

(4) The School shall include the Sponsor and its members, officers and employees as "Additional Insured" on the required Commercial General Liability Insurance as to property owned by or that will revert to Sponsor and as to members, officers, and employees employed by or performing services for the school. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional insured - Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor, its members, officers, employees and agents as additional insured".

(b) AUTOMOBILE LIABILITY INSURANCE

The Automobile Liability Insurance provided by the School shall conform to the following requirements:

(1) The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability

contractually assumed, as filed for use in the State of Florida by the Insurance Services Office.

(2) Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.

(3) The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.

(c) WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

The Workers' Compensation/Employers' Liability Insurance provided by the School shall be as required by Florida law.

(d) APPLICABLE TO ALL COVERAGES

The School shall provide evidence of such insurance in the following manner:

(1) As evidence of compliance with the insurance required by this agreement, the School shall furnish the Sponsor with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing the coverages before the initial opening day of classes.

(2) The evidence of insurance shall provide that the Sponsor be given no less than sixty- (60) days written notice prior to cancellation.

(3) Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Insurers providing the insurance required by the School by this agreement must meet the following minimum requirements:

(a) Be (I) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company;

(b) If; during this period when an insurer is providing the insurance as required by this agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure, the School shall immediately notify the Sponsor and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.

Without limiting any of the other obligations or liabilities of the School, the School shall at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. Except as otherwise specified in this Charter, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Charter is terminated.

The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by its Board of Directors or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.

Except as otherwise specified, the insurance maintained by the School shall apply on a first dollar basis without application of a deductible or self-insurance retention.

Compliance with the insurance requirements of this Charter shall not limit the liability of the School its subcontractors, its sub-subcontractors, its employees or its agents to the Board or others. Any remedy provided to the Board or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under this Charter or otherwise.

The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the School shall relieve the School of the School's full responsibility to provide the insurance as required by this Charter.

The School shall be in default of this Charter for failure to maintain such insurance as required by this Charter.

(e) INDEMNIFICATION

(1) The School, to the extent immunity may be waived pursuant to Section 768.28, Florida Statutes, agrees to indemnify, defend with competent counsel selected by the School with Sponsors reasonable approval and agrees to hold the Sponsor, its members, officers, employees, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's

fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's employees or other agents in connection with and arising out of their services within the scope of this agreement; (b) the School's material breach of this agreement or state or federal law; (c) any failure by the School to pay its suppliers or any subcontractors. However, the School shall not be obligated to indemnify the Sponsor, against claims, damages, expenses or liabilities to the extent these may result from the negligence of the Sponsor, its directors, officers, employees, subcontractors, or others acting on its behalf. The School shall indemnify, defend and protect and hold the Sponsor, harmless against all claims and actions brought against The Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School. If the School's Charter is not renewed or is terminated, the governing body of the School is responsible for all of its debts.

(2) The School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving first to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the School or Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a Third Party Claim, the School or Sponsor shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at

the risk and expense of the School or Sponsor which they agree to assume. The School or the Sponsor shall make available to each other, at their expense such information and assistance as each shall request in connection with the defense of a Third Party Claim.

F. Miscellaneous

(1) Neither party shall be in default of this Charter, if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of god, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Charter in conjunction with any contracts signed by the parties shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and Charters are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any amendment to this Charter shall require approval of the Sponsor.

(3) This Charter shall not be assigned by either party without the prior written consent of the other party; however, the School may without the consent of the Sponsor enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative.

(4) No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated.

(5) All representations and warranties made herein shall survive termination of this Charter.

(6) If any provision or any part of this Charter is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

(7) This Charter is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as a waiver of any right of a member of the community, a student, or parent.

(8) This Charter is made and entered into in the State of Florida and shall be interpreted according to the laws of that State.

(9) Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

The School Board of Gadsden County
35 Martin Luther King, Jr. Blvd.
Quincy, Florida 32351
Attn: Deputy Superintendent

CEDO
20 East Washington St., Suite A
Quincy, Florida 32351
ATTN: Executive Director

Copies of All Notices to:

Clerk of the School Board

(10) The School and the Sponsor both represent that they have been represented in connection with the negotiation and execution of this Charter and they are satisfied with the representation.

(11) The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof.

(12) This Charter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Charter.

(13) Each of the ~~people~~ **persons** executing this Charter has the full power and authority to execute the Charter on behalf of the party for whom he or she signs.

(14) All executed agreements or amendments to agreements shall be returned to Sponsor within 30 days of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Charter as of the day and year first above written

EXECUTED at _____, Florida, this ____ day of _____, ~~2009~~ **2013**.

Community and Economic Development
Organization of Gadsden County, Inc.

Witness BY: _____
MILLIE FOREHAND
Executive Director

EXECUTED at Quincy, Florida, this ____ day of _____, ~~2009~~ **2013**.

The School Board Of Gadsden
County, Florida

Witness

BY: _____
Judge B. Helms, Jr. Isaac Simmons, Chair

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2c

DATE OF SCHOOL BOARD MEETING: September 10, 2013

TITLE OF AGENDA ITEM: Title X Homeless

DIVISION: Federal

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

PURPOSE AND SUMMARY OF ITEM:

<u>Vendor</u>	<u>PO#</u>	<u>Fund</u>	<u>Amount</u>
Warren, Gwendolyn	185580	420	\$28,000.00
Baker, Amber	185581	420	\$15,000.00

FUND SOURCE: Title X Homeless

AMOUNT: \$43,000.00

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 _____

Request for Proposal Sealed Bid Review
9 a.m. Thursday, September 5, 2013
Federal Program Office, District School Board

Gadsden County School Board Policy states that all contracts for over \$15,000 in expenditures during one fiscal year must be either bid or have the appropriate sole source documentation attached before School Board Approval. The following area was advertised in the Gadsden Times, Havana Herald, and Twin City News on August 22, 2013 requesting proposals to meet district needs:

1. Homeless consultant position at \$28,000 annually, prorated monthly inclusive of all costs

The following sealed bids were received in the GCPS Business and Finance Department before the deadline of August 29, 2013 at 4:30 p.m.:

1. Ms. Cathy S. Johnson – Ceejays – Building Stronger Communities
 - a. \$27,600 (5 payments)
 - i. Total fees included in bid
2. Mr. Donald L. Mackey-CEO-Family Support Services
 - a. \$27,499 for 9 months (9 payment cycles)
 - b. Clerical, materials, supplies, printing, postage, phone, training, professional development all included in total cost
 - c. Travel at \$499 – approximately 50 miles per week at .29 per mile
3. Ms. Fredia J. Vickers
 - a. Training (70 hours at \$75 per hour) - \$5,250
 - b. Survey development (20 hours at \$75 per hour)- \$1,500
 - c. Conference fees for state conference attendance (20 hours at \$75 per hour) - \$1,875
 - d. Conference calls and webinars as needed (20 hours at \$75 per hour) - \$1,500
 - e. Collaboration meetings (35 hours at \$75 per hour) - \$2,625
 - f. Quarterly meetings (20 hours at \$75 per hour) - \$1,500
 - g. Toolkits to district and transportation staff (20 hours at \$75 per hour)- \$1,500
 - h. Reports (30 hours at \$75 per hour) - \$2,250
 - i. Coordinate and participate in community events (40 hours at \$75 per hour) - \$3,000
 - i. Total bid for 280 hours of service - \$21,000
4. Ms. Gwendolyn Warren
 - a. Two full 8 hour days per week and up to 9 hours of other services per week
 - b. Minimum hours of services per week 20 hours to a maximum of 25 (during regular business hours and after hours)
 - i. Total of 860 to 1075 billable hours per year at \$20 per hour
5. Ms. Ditches Clary
 - a. \$28,000 for consultant services (inclusive of all costs for services)

Review Committee Members included:

- Parent Services, Ms. Sherrie Taylor
- Program Assistant 21st CCLC and Title I, Ms. Joann Kimble
- Federal Programs Director, Ms. Rose Raynak

Meeting Minutes

- Meeting was called to order by Ms. Raynak.
- All sealed bids were presented to the committee by Ms. Raynak who received them from Ms. Wood's office in Business and Finance. Ms. Raynak opened all responses which were sealed and time stamped
- Responses were reviewed for content and to ensure they addressed the criteria set forth in the individual RFP's (copies of the RFPs were provided to the committee by Ms. Raynak.)
 - The committee recommended the proposal from Ms. Gwendolyn Warren to be forwarded to the School Board for approval for the Homeless Consultant position
- Ms. Raynak called for a vote and it was unanimous to recommend Ms. Gwendolyn Warren based on the proposal of equivalent services offered to best meet the needs of the program
- The meeting was adjourned by Ms. Raynak at 10:00 a.m.

School Board of Gadsden County, Florida
CONTRACTUAL AGREEMENT
Fiscal Year: 2013-2014

This contractual agreement is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Gwendolyn Warren, M.S.W. an individual with her principal place of business at 4428 Mt. Pleasant Rd. Quincy, FL 32353 for the purposes of providing professional services for the Homeless program herein referred to as "CONTRACTOR". The contractual agreement will establish uniform administrative requirements for the Contractor or Sub-recipient and the School Board of Gadsden County.

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 continue to perform the functions as outlined in the response to a Bid Process and Recommendation for Award of Contract for contracted services to Gadsden County as a provider of services for the Title X Homeless Education program, which was approved by the Gadsden County School Board on September 10, 2013 and as further set forth below. The CONTRACTOR understands and agrees that all services contracted or are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

The RECIPIENT and the 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 Title X McKinney-Vento grant. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT through 2014 is contingent upon continued funding of the Title X McKinney-Vento grant by the Florida Department of Education.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees to use expertise and community partnerships to serve as a provider of homeless services for Title X during the 2013-2014 school year. Such activities will include identification of homeless students and their families, facilitation and connection of services for homeless students and their families, building community and school awareness of homeless students and their needs and other activities as detailed below ("Performance Activities"). The CONTRACTOR and the RECIPIENT have agreed to ongoing school visits during the school year. Any changes to the Services must be made by mutual agreement in writing. The CONTRACTOR'S principal contact for the services will be Ms Gwendolyn Warren.

Performance Activities

(1)

FY 2013-2014

Homeless Education Deliverables Homeless Consultant - Professional

Performance Deliverable #1

September 11, 2013 - September 30, 2013

- Organize and implement outreach activities to identify homeless families, i.e. distributing homeless posters in frequent areas for target population, plan community events, attend community events and activities to speak on and disseminate homeless information
 - Document (Sign-sheets, resource materials, posters locations, etc)
- Prepare a Memo Of Understanding (MOU) to establish services and partnerships between Gadsden School district, community county/city partners, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, ESE, CTE, ESOL, ELL, Title I, and other programs
 - Contact and update providers of services in order to provide a current Resource Guide
 - Schedule quarterly meetings with partners from community/county/city, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, and other programs to ensure coordination and collaboration of goods and services
- Schedule and implement homeless training sessions for the Gadsden County School Transportation and Food Service Department to ensure adequate transportation and meals for the students
 - Document (Schedule, agenda, sign-sheet and resource materials, including tool kits)
- Revise the Residency Questionnaire as needed to collect all critical information for program compliance
- Collect attendance report (each site) to review excessive absenteeism
 - Document and communicate with parents to affect attendance
 - Document and communicate with school staff and social services regarding excessive absenteeism (3 or more days a month)
- Collect the nine week academics, FCAT scores, graduation rate, career education choices and attendance data for all school levels of homeless students from the previous school year to establish baseline data for homeless students
 - Work with district, teachers, guidance counselors, support staff, and school administrators regarding the above data to determine necessary interventions or referrals to tutoring services
 - Document data, meetings, and the process used to ensure students are receiving adequate supports and working toward academic success

Performance Deliverable #2

October 1, 2013 - October 31, 2013

- Continue to identify community/county/city partners/neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, and other programs to ensure coordination and collaboration of goods and services.
 - Document with signed MOU
- Continue to update providers information of goods and services in order to provide a

current Resource Guide for homeless families

- Document with updated Resource Guide
- Begin to plan agenda for quarterly meetings with county/city, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, and other programs.
- Begin scheduling and planning homeless awareness and sensitivity training sessions for the Gadsden County Schools staff (teachers, data clerks, paraprofessional, principals, guidance counselors), transportation and food services (at least 6 per year) to ensure successful academic performance and adequate transportation and meals for the students
- Develop/update directory of all providers and services available for homeless students
- Collect attendance report (each site) to review excessive absenteeism
 - Document and communicate with parents to affect attendance
 - Document and communicate with school staff and social services regarding excessive absenteeism (3 or more days a month)
- Develop formal written policies/process for referrals of students to academic supports
- Continue to analyze and summarize previous academic and attendance data for all homeless students after reviewing assignment to tutoring supports and interventions
- Plan and implement workshops with district, teachers, guidance counselors, support staff, and school administrators regarding attendance and academic data from previous homeless students for baseline data and strategic plans for improvement during 2013/14 school year
 - Document meeting (Sign-in sheets, data, summary of strategic plan)

Performance Deliverable #3

November 1, 2013 - November 30, 2013

- Ensure immediate enrollment of identified homeless students through MIS student enrollment data
- Facilitate any necessary transportation based on student needs
- Conduct first quarterly meeting with MOU collaborative partners
 - Prepare agenda and needed documents
 - Provide resource materials and document through sign-in sheets
- Conduct homeless awareness and sensitivity training sessions for the Gadsden County Schools staff (teachers, data clerks, principals, guidance counselors), transportation and food services to ensure successful academic performance and adequate transportation and meals for the students
 - Prepare agenda and document training sessions
 - Provide resource materials and document through sign-in sheets
- Review Survey 5 data from DOE on Homeless and request changes as necessary through Federal Programs
- Submit developed/updated directory of referral services available for homeless students
- Monitor FDOE for webinars and/or Homeless Workshops/training
- Collect attendance report at the end of this month (each site) to review excessive absenteeism
 - Document and communicate with parents and families to affect attendance
 - Document and communicate with school staff and social services regarding excessive absenteeism (3 or more days a month)

Performance Deliverable #4

December 1, 2013 - December 31, 2013

- Continue to coordinate services (academic, social, health) to ensure academic

success.

- Facilitate transportation as necessary
- Work with school staff to assure that there are no disputes by homeless students or their families that are not resolved – if some exist, implement policies to resolve them
- Document services provided to homeless students and families
- Continue homeless awareness and sensitivity training sessions for the Gadsden County Schools staff (teachers, data clerks, principals, guidance counselors), transportation and food services to ensure successful academic performance and adequate transportation and meals for the students
 - Prepare agenda for training sessions
 - Provide sign-in sheets and resource materials, including tool kits
- Collect attendance report (each site) to review excessive absenteeism
 - Document and communicate with parents to affect attendance
 - Document and communicate with school staff and social services regarding excessive absenteeism (3 or more days a month)
- Begin collecting data for Mid-year report
 - Total number of enrolled Homeless Families to date
 - Academic Progress
 - Attendance
 - Budget
- Update Family Member Attendance List and do preliminary reviews of student data to ensure data is being captured as necessary to meet program reporting and compliance
- Monitor FDOE for webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #5

January 1, 2014 - January 31, 2014

- Continue homeless awareness and sensitivity training sessions for the Gadsden County Schools staff (teachers, data clerks, principals, guidance counselors), transportation and food services to ensure successful academic performance and adequate transportation and meals for the students
 - Prepare agenda for training sessions
 - Provide sign-in sheets and resource materials, including tool kits
- Collect attendance report (each site) to review excessive absenteeism
 - Document and communicate with parents to affect attendance
 - Document and communicate with school staff and social services regarding excessive absenteeism (3 or more days a month)
- Prepare Mid-Year report for FDOE
- Conduct second quarterly meeting with MOU collaborative partners
 - Prepare and document agenda
 - Provide and document sign-in sheets and resource materials
- Continue to review student data to ensure data is being captured as necessary to meet program reporting and compliance
- Monitor FDOE for webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #6

February 1, 2014 - February 28, 2014

- Continue homeless awareness and sensitivity training sessions for the Gadsden County Schools staff (teachers, data clerks, principals, guidance counselors),

transportation and food services to ensure successful academic performance and adequate transportation and meals for the students

- Prepare agenda for training sessions
- Provide sign-in sheets and resource materials, including tool kits
- Collect attendance report (each site) to review excessive absenteeism
 - Document and communicate with parents to affect attendance
 - Document and communicate with school staff and social services regarding excessive absenteeism (3 or more days a month)
- Monitor FDOE for webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE
- Collect academic and attendance report (each site) to review semester grades, track high school students graduation course, and excessive absenteeism
 - Review semester grades (all grade levels), career education and graduation track for (9th, 10th, 11th, 12th)
 - Document and communicate with parents to affect attendance (all grade levels),
 - Document and communicate with school staff and school social services regarding academic concerns and excessive absenteeism (3 or more days a month)

Performance Deliverable #7

March 1, 2014 - March 31, 2014

- Continue homeless awareness and sensitivity training sessions for the Gadsden County Schools staff (teachers, data clerks, principals, guidance counselors), transportation and food services to ensure successful academic performance and adequate transportation and meals for the students
 - Prepare agenda for training sessions
 - Provide sign-in sheets and resource materials, including tool kits
- Collect attendance report (each site) to review excessive absenteeism
 - Document and communicate with parents to affect attendance
 - Document and communicate with school staff and social services regarding excessive absenteeism (3 or more days a month)
- Collect responses for DOE Progress Report and submit to Federal Program Director
- Monitor FDOE for webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #8

April 1, 2014 - April 30, 2014

- Continue homeless awareness and sensitivity training sessions for the Gadsden County Schools staff (teachers, data clerks, principals, guidance counselors), transportation and food services to ensure successful academic performance and adequate transportation and meals for the students
 - Prepare agenda for training sessions
 - Provide sign-in sheets and resource materials, including tool kits
- Monitor FDOE for webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE
- Conduct third quarterly meeting with MOU collaborative partners
 - Prepare agenda and needed documents
 - Provide resource materials and document through sign-in sheets
- Collect academic and attendance report (each site) to review semester grades, track high school students graduation course, career education and excessive absenteeism
 - Review semester grades (all grade levels), career education and graduation track for (9th, 10th, 11th, 12th)

- Document and communicate with parents to affect attendance (all grade levels)
- Document and communicate with school staff and school social services regarding academic concerns and excessive absenteeism (3 or more days a month)

Performance Deliverable #9

May 1, 2014 - May 31, 2014

- Continue homeless awareness and sensitivity training sessions for the Gadsden County Schools staff (teachers, data clerks, principals, guidance counselors), transportation and food services to ensure successful academic performance and adequate transportation and meals for the students
 - Prepare agenda for training sessions
 - Provide sign-in sheets and resource materials, including tool kits
- Collect attendance report (each site) to review excessive absenteeism
 - Document and communicate with parents to affect attendance
 - Document and communicate with school staff and social services regarding excessive absenteeism (3 or more days a month)
- Monitor FDOE for webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #10

June 1, 2014 - June 30, 2014

- Collect information to begin preparation for a third party formative evaluation report Plan and organize materials required in the third party evaluation
- Continue to work with families identified through surveys.
 - Coordinate services (academic, social, health) to ensure academic success.
 - Organize collaborative partnerships with Gadsden County Schools, Children and Family Agencies, Gadsden County Health Department, Title I programs, community based organizations, local businesses and merchants.
 - Document services provided to homeless students/families
- Collect academic and attendance report (each site) to review semester grades, track high school students graduation course, career education and excessive absenteeism
 - Document and communicate with parents to affect attendance (all grade levels)
 - Review semester grades (all grade levels), career education and graduation track for (9th, 10th, 11th, 12th)
 - Document and communicate with school staff and school social services regarding academic concerns and excessive absenteeism (3 or more days a month)
- Conduct fourth quarterly meeting with MOU collaborative partners
 - Prepare and document agenda
 - Provide resource materials and document through sign-in sheets
- Conduct any close out activities for objectives for 2013/14 Title X Grant
- Assist with development of ideas for revisions to the last year competitive grant application
- Monitor FDOE for webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on September 11, 2013 and end on June 30, 2014 contingent upon the approval and funding by the Florida Department of Education as stated in Article 1 above. As required by law, this AGREEMENT shall be subject to annual review and renewal.

ARTICLE 4. DEFINITIONS

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

ARTICLE 5. PAYMENT

The RECIPIENT shall pay the CONTRACTOR upon the receipt of monthly invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR and deliverables completed in support of the project for the monthly period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONTRACTOR under this Agreement, the RECIPIENT shall pay to Ms. Gwendolyn Warren up to \$28,000 (twenty-eight thousand dollars) annually, prorated monthly at a rate of no more than \$2,333.33 monthly. Ms.

Warren will invoice the RECIPIENT monthly in the amount of no more than \$2,333.33 for the remaining months of services to be provided to the program. Invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs for Gadsden County Schools. The monthly invoices will be sent in by the 15th of each month following provision of services. The invoices will document the services provided and deliverables received, including time/effort logs, agendas, sign in sheets, projected outcomes, and other documentation of services and content as required by the deliverables above.

(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 no more than \$28,000 annually, prorated monthly.

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 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 duration of the grant award subject to annual review and renewal as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, RECIPIENT 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 CONTRACTOR

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

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

ARTICLE 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 Ms. Gwendolyn Warren have executed this AGREEMENT.

Ms. Gwendolyn Warren

Date

Mr. Reginald James
Superintendent of Schools

Date

Mr. Isaac Simmons
Chairman, Gadsden County School Board

Date

Request for Proposal Sealed Bid Review
5:00 p.m. Friday, August 16, 2013
Federal Program Office, District School Board

Gadsden County School Board Policy states that all contracts for over \$15,000 in expenditures during one fiscal year must be either bid or have the appropriate sole source documentation attached before School Board Approval. The following area was advertised in the Gadsden Times, Havana Herald, and Twin City News on August 8, 2013 requesting proposals to meet district needs:

1. Homeless outreach position at \$15,000 annually, prorated monthly inclusive of all costs
2. Homeless consultant position at \$28,000 annually, prorated monthly inclusive of all costs

The following sealed bids were received in the GCPS Business and Finance Department before the deadline of August 15, 2013 at 4:30 p.m.:

Homeless Outreach Position

1. Amber Baker was the only bid for the Homeless Outreach position
 - a. \$15,000 including travel on an annual basis
 - b. Narrative included best response to expected responsibilities and outcomes
2. Gwendolyn Warren – bid for the Homeless Outreach position
 - a. Two full 8-hour days per week during regular business hours and up to 9 hours of homeless outreach services per week – minimum hours 20 with maximum 25 hours per week
 - b. \$13.50 per hour, minimum 880 billable hours, maximum 1100 hours of service
 - c. Includes all costs and fees
 - d. Narrative was more home/office based rather than include plans to do daily and school outreach operations

Homeless Consultant Position

1. Dr. Beverly Nash – bid for the Homeless Consultant position
 - a. \$40.3738 per hour x 66 hours per month
 - b. 16.5 per week x 10 months (did not meet requirements of RFP to submit proposal for annual position)
 - c. Travel at .445 per mile x 3,000 miles (300 miles per month)
2. Dritches Clary – bid for the Homeless Consultant position
 - a. \$28,000 for consultant services (total costs exceeded proposal annual amount)
 - b. \$2,000 for marketing (included costs separately from total expected costs for services)
 - c. \$2,400 for travel and gas to be invoiced separately (included costs separately from total expected costs for services)

Review Committee Members included:

- Parent Services, Ms. Sherrie Taylor
- Program Assistant 21st CCLC and Title I, Ms. Joann Kimble
- Federal Programs Director, Ms. Rose Raynak

Meeting Minutes

- Meeting was called to order by Ms. Raynak.
- All sealed bids were presented to the committee by Ms. Raynak who received them from Ms. Wood's office in Business and Finance. Ms. Taylor opened all responses which were sealed and time stamped
- Responses were reviewed for content and to ensure they addressed the criteria set forth in the individual RFP's (copies of the RFPs were provided to the committee by Ms. Raynak.)
 - The committee recommended the proposal from Ms. Amber Baker to be forwarded to the School Board for approval for the Homeless Outreach position
- Ms. Raynak called for a vote and it was unanimous to recommend Ms. Amber Baker based on the proposal of equivalent services offered to best meet the needs of the program
- The committee recommended the following for the Homeless Outreach position:
 - Reject all bids and re-advertise based on received proposals not meeting the requirements of the RFP for price quotation – including estimates over the proposed annual amount and other expenses not being included in the price quote but listed separately
- Ms. Raynak called for a vote and it was unanimous to re-advertise the Homeless Consultant position
- The meeting was adjourned by Ms. Raynak at 6:15 p.m.

School Board of Gadsden County, Florida
CONTRACTUAL AGREEMENT
Fiscal Year: 2013-2014

This contractual agreement is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and **Ms. Amber Baker** an individual with its principal place of business at 238 Sand Piper Cr. Midway, FL 32353 for the purposes of providing professional services for the homeless program, herein referred to as "CONTRACTOR". The contractual agreement will establish uniform administrative requirements for the Contractor or Sub-recipient and the School Board of Gadsden County.

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 continue to perform the functions as outlined in the response to a Bid Process and Recommendation for Award of Contract for contracted services to Gadsden County as a provider of services for the Title X Homeless Education program, which was approved by the Gadsden County School Board on September 10, 2013 and as further set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

The RECIPIENT and the 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 Title X McKinney-Vento grant. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT through 2014 is contingent upon continued funding of the Title X McKinney-Vento grant by the Florida Department of Education.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees to use expertise and community partnerships to serve as a provider of homeless services for Title X during the 2013-2014 school year. Such activities will include identification of homeless students and their families, facilitation and connection of services for homeless students and their families, building community and school awareness of homeless students and their needs and other activities as detailed below ("Performance Activities"). Any changes to the Services must be made by mutual agreement in writing. The CONTRACTOR'S principal contact for the services will be Ms. Amber Baker.

Performance Activities

(1)
FY 2013-2014
Homeless Education Deliverables

Performance Deliverable #1

September 11, 2013 – September 30, 2013

- Distribute residency questionnaire (survey) to all schools for insertion in school enrollment application
 - Document locations of questionnaires
 - Collect sign-off sheet from each site
- Ensure immediate enrollment of identified homeless students through MIS student enrollment data
- Facilitate any necessary transportation based on student needs
- Implement outreach activities to identify homeless families, i.e. distributing homeless posters in frequent areas for target population, plan community events, attend community events and activities to speak on and disseminate homeless information
 - Document (Sign-sheets, resource materials, posters locations, etc.)
- Conduct homeless awareness and sensitivity training sessions for parents, including the importance of daily attendance (assisting when necessary with provision of services and/or connection to services to facilitate better attendance) to ensure successful academic performance and adequate transportation and meals for the students.
 - Document training sessions
 - Provide resource materials and document through sign-in sheets
- Begin to facilitate development of partnerships and signatures on Memoranda Of Understanding (MOU) to establish services and partnerships between Gadsden School district, community county/city partners, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, ESE, CTE, ESOL, ELL, Title I, and other programs
 - Contact and update providers of services in order to provide a current Resource Guide
 - Attend first quarterly meetings with partners from community/county/city, neighboring school districts, shelters, outreach programs, school and family social services, counseling, family medical and dental services, and other programs to ensure coordination and collaboration of goods and services
- Revise the Residency Questionnaire as needed to collect all critical information for program compliance
- Document data, meetings, and the process used to ensure students are receiving adequate supports and working toward academic success
- Attend FDOE webinars and/or Homeless Workshops/trainings

Performance Deliverable #2

October 1, 2013 – October 31, 2013

- Continue to organize and implement outreach activities to identify homeless families, i.e. distributing homeless posters and resources in areas frequented by target population, plan community events, attend community events and activities to share and disseminate information
 - Document with agendas, sign-in sheets, and resource materials
- Continue to identify community/county/city partners/neighboring school districts, shelters, outreach programs, school and family social services, counseling, family

medical and dental services, and other programs to ensure coordination and collaboration of goods and services.

- Document with signed MOUs
- Continue to update provider information of goods and services in order to update the Resource Guide for homeless families
- Document with updated Resource Guide
- Continue attending FDOE webinars and/or Homeless Workshops/training
- Update parent services of all providers and services available for homeless students from community partners
- Continue implementing workshops with district, teachers, guidance counselors, support staff, and school administrators regarding attendance and academic data from previous homeless students for baseline data and strategic plans for improvement during 2013/14 school year
- Document meeting (Sign-in sheets, data, summary of strategic plan)

Performance Deliverable #3

November 1, 2013 - November 30, 2013

- Contact families identified through the collected surveys to determine the needs of the students
 - Provide school supplies, uniforms, arrange for tutoring and remedial assistance to be provided through their school settings for homeless students as needed and documented through referrals paperwork
 - Coordinate services (academic, social, health, etc.) to ensure academic success.
 - Document services provided for homeless students and families
- Attend first quarterly meeting with MOU collaborative partners
 - Provide resource materials and document through sign-in sheets
- Continue outreach activities to identify homeless students
 - Document activity (agenda, resource materials, and sign-in sheet)
- Submit developed/updated information for directory of referral services available for homeless students
- Attend quarterly meeting with MOU collaborative partners
 - Provide and document sign-in sheets and resource materials
- Attend FDOE webinars and/or Homeless Workshops/trainings
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #4

December 1, 2013 - December 31, 2013

- Continue to contact families identified through the collected surveys to determine the needs of the students
 - Provide school supplies, uniforms, arrange for tutoring and remedial assistance to be provided through their school settings for homeless students as needed and documented through referrals paperwork
 - Facilitate transportation as necessary
 - Coordinate services (academic, social, health, etc.) to ensure academic success.
 - Document services provided for homeless students and families
- Conduct homeless awareness and sensitivity training sessions for parents, including the importance of daily attendance (assisting when necessary with provision of services and/or connection to services to facilitate better attendance) to ensure successful academic performance and adequate transportation and meals for the students
 - Provide resource materials and document through sign-in sheets

- Continue outreach activities to identify homeless students
 - Document with sign-in sheets, resource materials, etc.
- Attend FDOE webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #5

January 1, 2014 - January 31, 2014

- Continue to contact families identified through the collected surveys to determine the needs of the students
 - Provide school supplies, uniforms, arrange for tutoring and remedial assistance to be provided through their school settings for homeless students as needed and documented through referrals paperwork
 - Continue to coordinate services (academic, social, health) to ensure academic success.
 - Facilitate transportation as necessary
 - Work with school staff to assure that there are no disputes by homeless students or their families that are not resolved – if some exist, implement policies to resolve them
 - Document services provided to homeless students and families
- Conduct homeless awareness and sensitivity training sessions for parents, including the importance of daily attendance (assisting when necessary with provision of services and/or connection to services to facilitate better attendance) to ensure successful academic performance and adequate transportation and meals for the students
 - Provide sign-in sheets and resource materials, including tool kits
- Continue outreach activities to identify homeless students
 - Document with sign-in sheets, resource materials, etc.
- Attend second quarterly meeting with MOU collaborative partners
 - Provide and document sign-in sheets and resource materials
- Attend FDOE webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #6

February 1, 2014 - February 28, 2014

- Continue to contact families identified through the collected surveys to determine the needs of the students
 - Provide school supplies, uniforms, arrange for tutoring and remedial assistance to be provided through their school settings for homeless students as needed and documented through referrals paperwork
 - Continue to coordinate services (academic, social, health) to ensure academic success.
 - Facilitate transportation as necessary
 - Work with school staff to assure that there are no disputes by homeless students or their families that are not resolved – if some exist, implement policies to resolve them
 - Document services provided to homeless students and families
- Conduct homeless awareness and sensitivity training sessions for parents, including the importance of daily attendance (assisting when necessary with provision of services and/or connection to services to facilitate better attendance) to ensure successful academic performance and adequate transportation and meals for the students
 - Provide sign-in sheets and resource materials, including tool kits

- Continue outreach activities to identify homeless students
 - Document with sign-in sheets, resource materials, etc.
- Attend FDOE webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #7

March 1, 2014 - March 31, 2014

- Continue to contact families identified through the collected surveys to determine the needs of the students
 - Provide school supplies, uniforms, arrange for tutoring and remedial assistance to be provided through their school settings for homeless students as needed and documented through referrals paperwork
 - Continue to coordinate services (academic, social, health) to ensure academic success.
 - Facilitate transportation as necessary
 - Work with school staff to assure that there are no disputes by homeless students or their families that are not resolved – if some exist, implement policies to resolve them
 - Document services provided to homeless students and families
- Conduct homeless awareness and sensitivity training sessions for parents, including the importance of daily attendance (assisting when necessary with provision of services and/or connection to services to facilitate better attendance) to ensure successful academic performance and adequate transportation and meals for the students
 - Provide sign-in sheets and resource materials, including tool kits
- Attend FDOE webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #8

April 1, 2014 - April 30, 2014

- Continue to contact families identified through the collected surveys to determine the needs of the students
 - Provide school supplies, uniforms, arrange for tutoring and remedial assistance to be provided through their school settings for homeless students as needed and documented through referrals paperwork
 - Continue to coordinate services (academic, social, health) to ensure academic success.
 - Facilitate transportation as necessary
 - Work with school staff to assure that there are no disputes by homeless students or their families that are not resolved – if some exist, implement policies to resolve them
 - Document services provided to homeless students and families
- Conduct homeless awareness and sensitivity training sessions for parents, including the importance of daily attendance (assisting when necessary with provision of services and/or connection to services to facilitate better attendance) to ensure successful academic performance and adequate transportation and meals for the students
 - Provide sign-in sheets and resource materials, including tool kits
- Continue outreach activities to identify homeless students
 - Document with sign-in sheets, resource materials, etc.
- Attend third quarterly meeting with MOU collaborative partners
 - Provide and document sign-in sheets and resource materials

- Attend FDOE webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE

Performance Deliverable #9

May 1, 2014 - May 31, 2014

- Continue to contact families identified through the collected surveys to determine the needs of the students
 - Provide school supplies, uniforms, arrange for tutoring and remedial assistance to be provided through their school settings for homeless students as needed and documented through referrals paperwork
 - Continue to coordinate services (academic, social, health) to ensure academic success.
 - Facilitate transportation as necessary
 - Work with school staff to assure that there are no disputes by homeless students or their families that are not resolved – if some exist, implement policies to resolve them
 - Document services provided to homeless students and families
- Conduct homeless awareness and sensitivity training sessions for parents, including the importance of daily attendance (assisting when necessary with provision of services and/or connection to services to facilitate better attendance) to ensure successful academic performance and adequate transportation and meals for the students
 - Provide sign-in sheets and resource materials, including tool kits
- Continue outreach activities to identify homeless students
 - Document with sign-in sheets, resource materials, etc.
- Attend FDOE for webinars and/or Homeless Workshops/training
 - Document with time and date of training, and confirmation response from FDOE
- Assist with collection of information for DOE Progress Report and submit to Federal Program Director

Performance Deliverable #10

June 1, 2014 - June 30, 2014

- Assist with collection of information for third-party formative evaluation report
- Continue to work with families identified through surveys.
 - Coordinate services (academic, social, health) to ensure academic success.
 - Organize collaborative partnerships with Gadsden County Schools, Children and Family Agencies, Gadsden County Health Department, Title I programs, community based organizations, local businesses and merchants.
 - Document services provided to homeless students/families
- Continue outreach activities to identify homeless students
 - Document with sign-in sheets, resource materials, etc.
- Assist with organization of materials required in the third-party evaluation
- Attend fourth quarterly meeting with MOU collaborative partners
 - Provide resource materials and document through sign-in sheets
- Assist with any close out activities for objectives for 2013/14 Title X Grant
Assist with development of ideas for the revisions to the competitive grant application

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on September 11, 2013 and end on June 30, 2014 contingent upon the approval and funding by the Florida Department of Education as stated in Article 1 above. As required by law, this AGREEMENT shall be subject to annual review and renewal.

ARTICLE 4. DEFINITIONS

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

ARTICLE 5. PAYMENT

The RECIPIENT shall pay the CONTRACTOR upon the receipt of monthly invoices from the CONTRACTOR that includes documentation describing the services that were rendered by the CONTRACTOR and deliverables completed in support of the project for the monthly period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONTRACTOR under this Agreement, the RECIPIENT shall pay to Ms. Amber Baker up to \$15,000 (fifteen thousand

dollars) annually, prorated monthly at a rate of no more than \$1,250.00 monthly. Ms. Amber Baker will invoice the RECIPIENT monthly in the amount of no more than \$1,250.00 for the remaining months of services to be provided to the program. Invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs for Gadsden County Schools. The monthly invoices will be sent in by the 15th of each month following provision of services. The invoices will document the services provided and deliverables received, including time/effort logs, agendas, sign in sheets, projected outcomes, and other documentation of services and content as required by the deliverables above.

(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 no more than \$15,000 annually, prorated monthly.

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 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 duration of the grant award subject to annual review and renewal as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, RECIPIENT 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 CONTRACTOR

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

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

ARTICLE 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 Ms. Amber Baker have executed this AGREEMENT.

Ms. Amber Baker

Date

Mr. Reginald James
Superintendent of Schools

Date

Mr. Isaac Simmons
Chairman, Gadsden County School Board

Date

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Amber Baker

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

Exempt payee

Address (number, street, and apt. or suite no.)

238 Sand Pine Cr.

City, state, and ZIP code

Midway, fl.32343

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
595 : 72 : 9976

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

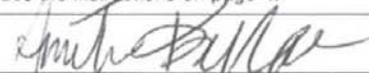
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶



Date ▶

09/05/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 2d

DATE OF SCHOOL BOARD MEETING: September 10, 2013

TITLE OF AGENDA ITEM: Security Camera's – HVAC Surveillance

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: For School Board approval to install security cameras at Gretna Elementary and St. John Elementary. Cameras will be installed to allow viewing of the HVAC chiller units.

FUND SOURCE: 379

AMOUNT: \$12,700.00

PREPARED BY: Wayne Shepard

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.



PROGRESSIVE COMMUNICATIONS

September 5, 2013
REV 09-06-13

Gadsden County Schools
Wayne Shepard
35 Martin Luther King Drive
Quincy, FL. 32351

RE: HVAC Surveillance
St John Elementary School

Progressive Communications, Inc. (PCI) is pleased to provide pricing for a Surveillance Solution of 4 surveillance cameras at St John Elementary School to monitor the HVAC System.

Scope of Work

PCI will provide and install 4 new IP based HD1080p IR LED WDR Vandal Resistant Outdoor Bullet Style Day/Night Cameras.

PCI will need rights to the Gadsden County Network to install the system or have a technology staff member with us during the install of the server and new data switches.

PCI will need to connect the cameras back to the BOE Exacq Server.

PCI will install the Exacq software on Wayne Sheppard's PC.

Horizontal Cable

PCI will provide and install 4 new Cat5e yellow non-plenum cables to the 3 new camera locations. The cable will be terminated to a RG-45 plug.

Telecom Room

PCI will terminate the Cat5e cables to a yellow Panduit Cat5e jack and insert them into a 24 port patch panel.

PCI will provide and install 4, 1' Cat5e patch cords for each cable installed and one patch cord to connect the new data switch to the existing data switch.

Gadsden County Schools will provide the required POE ports.

Testing and Documentation

PCI will test each Cat5e cable installed. PCI will install the software from Exacq on one customer provided computer. PCI will train the customer on the software once it is installed on the computer.

PCI will focus each camera to customers' requirements.

Warranty

PCI will warranty the system for a period of 1 year from the date of installation of any workmanship errors.

PCI will assist in setting up Gadsden County Schools warranty through the manufacture to insure they get the standard warranties on the Exacq Server and Cameras.

Key Assumptions

In order to quote this project, the following *key assumptions* have been made:

1. Others will supply any required building ground, plywood backboards, floor boxes, core holes, sleeves, conduit, back boxes, poke-thru's, and power poles.
2. Payment Terms: Net 30
3. Unencumbered access to all pertinent areas will be made readily available to PCI technicians.
4. PCI will not be responsible in any way for acts of nature nor for the negligence of, or accidents caused by the customer or others.

Pricing Summary

Pricing for the above scope of services is below.

Cameras & Cabling

Materials	\$4,150.00
Labor	\$2,800.00
Total	\$6,950.00

If you have any questions or concerns, please do not hesitate to contact me at (770) 676-8457 or russell.waggoner@pcians.com. We appreciate the opportunity to provide this quote and look forward to providing our services.

Thank you,
Russell Waggoner
Progressive Communications, Inc.
Vice President Operations Atlanta



PROGRESSIVE COMMUNICATIONS

September 5, 2013
REV 09-06-13

Gadsden County Schools
Wayne Shepard
35 Martin Luther King Drive
Quincy, FL. 32351

RE: HVAC Surveillance
Gretna Elementary School

Progressive Communications, Inc. (PCI) is pleased to provide pricing for a Surveillance Solution of 3 surveillance cameras at Gretna Elementary School to monitor the HVAC System.

Scope of Work

PCI will provide and install 3 new IP based HD1080p IR LED WDR Vandal Resistant Outdoor Bullet Style Day/Night Cameras.

PCI will need rights to the Gadsden County Network to install the system or have a technology staff member with us during the install of the server and new data switches.

PCI will need to connect the cameras back to the BOE Exacq Server.

PCI will install the Exacq software on Wayne Sheppard's PC.

Horizontal Cable

PCI will provide and install 3 new Cat5e yellow non-plenum cables to the 3 new camera locations. The cable will be terminated to a RG-45 plug.

Telecom Room

PCI will terminate the Cat5e cables to a yellow Panduit Cat5e jack and insert them into a 24 port patch panel.

PCI will provide and install 3, 1' Cat5e patch cords for each cable installed and one patch cord to connect the new data switch to the existing data switch.

Gadsden County Schools will provide the required POE ports.

Testing and Documentation

PCI will test each Cat5e cable installed. PCI will install the software from Exaq on one customer provided computer. PCI will train the customer on the software once it is installed on the computer.

PCI will focus each camera to customers' requirements.

Warranty

PCI will warranty the system for a period of 1 year from the date of installation of any workmanship errors.

PCI will assist in setting up Gadsden County Schools warranty through the manufacture to insure they get the standard warranties on the Exacq Server and Cameras.

Key Assumptions

In order to quote this project, the following *key assumptions* have been made:

1. Others will supply any required building ground, plywood backboards, floor boxes, core holes, sleeves, conduit, back boxes, poke-thru's, and power poles.
2. Payment Terms: Net 30
3. Unencumbered access to all pertinent areas will be made readily available to PCI technicians.
4. PCI will not be responsible in any way for acts of nature nor for the negligence of, or accidents caused by the customer or others.

Pricing Summary

Pricing for the above scope of services is below.

Cameras & Cabling

Materials	\$3,150.00
Labor	\$2,600.00
Total	\$5,750.00

If you have any questions or concerns, please do not hesitate to contact me at (770) 676-8457 or russell.waggoner@pcians.com. We appreciate the opportunity to provide this quote and look forward to providing our services.

Thank you,
Russell Waggoner
Progressive Communications, Inc.
Vice President Operations Atlanta

FLORIDA DEPARTMENT OF EDUCATION



STATE BOARD OF EDUCATION

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Dr. Tony Bennett
Commissioner of Education



June 27, 2013

Gadsden County School District
Attn: Darlean Youmans
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351-4400

Dear Ms. Youmans:

The Florida Department of Education has completed its review of Gadsden County School District's Instructional Technology Plan for the designated period of approval: July 1, 2013 through June 30, 2014. It is my pleasure to inform you that your school plan has been approved and meets the requirements for participation in the Federal E-Rate Program as understood by the Department from the Universal Service Administrative Company/ Schools and Libraries (USAC/SL). I recommend you look at the most recent guidance on technology planning at the USAC/SL website on an annual basis and update your technology plan with an addendum if necessary for each Funding Year to remain compliant with Federal E-Rate policy. If you are filing 470s for new services, an addendum to your existing approved plan must be approved. This addendum must be accompanied by a cover letter submitted by the superintendent or agency head certifying that any new services are formally incorporated in the technology plan. Please visit the above-referenced website at <http://www.usac.org/sl/applicants/step02/>

Children's Internet Protection Act (CIPA) compliance is now required in order for schools to receive E-Rate funding for Internet Access and Internal Connections as of Year 4 of the E-Rate program. However, the Department of Education cannot certify your school as being CIPA compliant; we have only approved your technology plan. Each entity is responsible for its own certification of CIPA compliance. You can find more information regarding CIPA by visiting the USAC/SL website at <http://www.usac.org/sl/applicants/step06/cipa.aspx>.

If you have questions regarding E-Rate, please contact me at (850) 245-0510 or through email at ted.duncan@fldoe.org

Sincerely,

A handwritten signature in black ink, appearing to read "Ted Duncan".

Ted Duncan
Deputy Chief Information Officer

**Gadsden County School District
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<u>Internal Connections and Basic Maintenance</u>	<u>Goals & Strategies</u>	<u>Monitoring & Evaluation</u>	<u>Professional Development</u>
<p>Continue to build and secure the District-wide data network to facilitate sufficient, equitable access to computer-based testing and digital curriculum resources before, during, and after school.</p> <p>Additions/Upgrades for schools' local area network. This contract will be to add/ replace existing 10BASE-T and 100BASE-TX Ethernet infrastructure including switches, hubs and network media with 1000BASE-T Switched Gigabit Ethernet to the Desktop for select schools:</p> <ul style="list-style-type: none"> • George W. Munroe ES • West Gadsden HS • Havana MS • Havana ES • East Gadsden HS • Gadsden Elem. Magnet • Chattahoochee ES • Stewart Street ES • Gadsden Technical Institute <p>Installation of an enterprise class wireless network solution for eligible schools under the guidelines of the E-</p>	<p>Goal: Provide a state-of-the-art Wide Area Network that will deliver voice, video and data services that supports teaching and learning throughout the district.</p> <p>Strategies: Funding will be used to provide additional connections within the classrooms for computer stations. These connections will provide increased quality and throughput of data to the desktop for student and teachers by supplying greater bandwidth to the desktop</p> <p>Goal: Integrate Technology into existing school curriculums to enhance learning, increase productivity, and promote creativity in an effort to prepare district and school-level stakeholders success via network access and maintain effective connections inclusive of but not limited to the following programs and/or systems:</p> <ul style="list-style-type: none"> • Accelerated Reader • Achieve3000 • Destiny Library 	<p>The district will complete the following monitoring & evaluation to indicate the degree of implementation</p> <ul style="list-style-type: none"> • Regular assess of school infrastructure systems using Wide Area Network (WAN) software management tools, network, bandwidth and school based technical support feedback during scheduled computer based testing. • Perform periodic evaluation during and after completion of wireless installations to ensure vendor compliance with District standards and original scope of work • Annually review of the technology plan and related updates • Survey buildings to determine technology support needs • Research comparable districts to determine patterns and models of technical support 	<p>In order for all stakeholders to acquire these competencies, both skills and attitudes must be impacted by the parts of the training programs directed towards the teacher. In addition, teachers will include a technology component to support their curriculum on their Individual Professional Development plan (IPDP).</p> <p>The following will be provided to support and improve teaching and learning integrating technology to guide and ensure technology literacy to all stakeholders at appropriate levels:</p> <ul style="list-style-type: none"> • Vendor training and support provided as need with purchased of equipment. • Trainings/Workshop (as needed) for all TMT members to stay abreast of current technologies and equipment • Provide district and school-level stakeholder's support, maintenance, appropriate bandwidth

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<p>Rate program. Wireless installation for</p> <ul style="list-style-type: none"> • Gadsden Elem. Magnet • Havana ES • Gretna ES • Havana MS • Carter-Parramore Academy • Greensboro ES • Gadsden Technical Institute • James A. Shanks MS • St. John ES • Stewart Street ES • Crossroads Academy • District Office 	<ul style="list-style-type: none"> • Florida Achieves: FCAT Explorer/ FOCUS CIMs • Helpdesk • SuccessMaker • Odyssey Ware • Read180 • Progress Monitoring and Reporting Network (PMRN) • Renaissance Place • Waterford • Performance Matters • Skyward • ESE IEP Systems • Facilities Management • Finance Purchasing/Foodservice/Service Queries • District Website • Emergency Message system • Human Resource website • Jessica Lunsford Data-base • Raptor ID system • Panhandle Area Educational Consortium (PAEC) <p>Strategies: During the 2013-2014 school year the district will be piloting a digital classroom initiative in several of our schools which will require wireless access throughout the campuses. The pilot will aid the district in determining and shaping bandwidth</p>	<ul style="list-style-type: none"> • Provide ongoing training for technical support staff via course, conferences, and Federal and State programs • Coordinate technology support across the District to assure standard practice in dealing with problems • Continually assess the impact of this plan on student performance and the level of student professional growth • Ongoing monitoring of other methods of assessment that will be incorporated into the technology plan include: database of teachers records, computer logs, student's electronic portfolios, AUPs • Perform daily helpdesk checks to assess repair and evaluation of the effectiveness of current hardware and software • Quarterly reviews of classroom resources to ensure continue use of equipment and software 	<p>and access web-based applications, instructional resources, and learning systems to align to curriculum and infuse technology into daily instruction and activities.</p> <ul style="list-style-type: none"> • Data Workshop retrieval for all stakeholders to make critical decisions based on test results to drive teaching, learning, differentiated instructions, program selection with fidelity • Faculty in-services that focus on school-wide needs to be determine and schedule meaning technology trainings • Grade level in-service determined by the team's curriculum needs and be held at on a per need basis. In-services will be scheduled through the technology specialist. • Small group in-service will be based on individual needs. These sessions will be coordinated through technology management team or the technology specialist. • Separate training will
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	<p>needs for the 2014-2015 school year while developing specific teaching strategies to be used within the classroom to ensure a smooth transition for students and assisting in defining professional development for teachers.</p> <p>Establish Cadre of Technology Management Team (TMT) comprised of Lab Proctor, Media Specialist, and other sit-base personnel to serve as a technology resources and liaisons to Technology Department to help monitor users safety and maintenance of hardware/software, printers, connections to Network and the upkeep of computers and other technology gadgets functionalities</p> <p>Goal: All schools will have access to the essential hardware, software and appropriately designed infrastructure needed to enhance learning, disseminate information, and expand paperless communications via wired and wireless connections.</p> <p>Strategies: The district will provided access to the new student</p>	<ul style="list-style-type: none"> • Weekly meetings with technology team to assess district-wide need • Monthly meetings with TMT, Computer Lab Proctors, and Media specialist and Webmasters to provide ‘train-the-trainer’ opportunities to update web-based programs, troubleshoot technical issues and update at websites as needed. • Perform monthly survey of school and district-level staff to determine needs for specific professional development, support, technology and other resources within the classroom. • Provide continual access to Performance Matters district-wide system to quarterly monitor of all subgroups’ achievement progress and identify potential problem areas and implement student targeted interventions • Perform routine check of Administrators and Teachers ability to access data for decision-making to 	<p>be provided for new teachers (and returning teachers who have yet to be trained). This training will include a brief overview and skill training in using the hardware and software available at the school provided by Technology Specialist and Technology Training Specialist.</p> <ul style="list-style-type: none"> • Attend the Florida Education Technology Conference (FETC) to keep abreast of innovations and initiatives related to emerging technologies. • Skyward - The district office provides special training sessions for administrators, guidance, personnel, support staff, maintenance supervisors, cafeteria managers, and bus drivers. • Trainings for administrators, teachers students and parents how to use digital content and social media to encourage curriculum sharing within the district, in state and with other countries and awareness of Network and Internet safety
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	<p>information system, an internet based program, to teachers, students and parents by way of the district web at all times. This will allow parents and students to acquire and provide homework, interact with teachers and keep abreast of academic standing throughout the year. Additionally parents will be provided similar information and abilities to contact instructors, which should improve parental involvement within the schools.</p> <p>Appropriate district and school level staff (ex. MIS, Media Specialist, Technology Specialists) to provide the required support to promote technology as an effective tool for enhancing the delivery of curriculum content, analyzing assessment data, and facilitating student learning</p> <p>Provide Parent Technology Workshops on software currently used in their child's classroom so that the parent may become a resource. These workshops will utilize parent volunteers as trainers, when possible.</p>	<p>analyze trends in overall performance and drill down to individual results by every standard assessed and compare individual performance among cohort groups</p> <ul style="list-style-type: none"> • Administrators and Teachers ability to effectively access telecommunications and other technologies to support teaching and learning and the transitions from the Next Generation Sunshine State Standards to the Common Core State Standards • Evaluate the level of technological proficiency gained by students, teachers, and administrators through the Inventory of Teacher and Students technology skills surveys • Document usage of technology within the curriculum as observed in learning environment and/or reported by administration from lesson plans • Develop a diverse 	
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		<p>process to formally and informally evaluate the impact of technology on student achievement</p> <ul style="list-style-type: none"> • The technology plan is a working document that will be evaluated on an ongoing basis • Evaluate annually report of student's ability to master grade level academic standards and grade level technology competencies, tools which might be used include achievement tests (FCAT), observation, student, parent and teacher surveys, time logged-in while on-line, and utilization logs. Student gains from appropriate diagnostic and/or support software will reflect growth. 	
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Internal Connections and Basic Maintenance

All Priority 2 services listed on a Form 470 (to include services or items identified in conjunction with the state master contract) must be included in technology plan. *(List each item or service that will be on your Form 470 that was not on the prior year's Form 470. List each new item or service only once but clearly delineate who is receiving the items or services.)*

Goals & Strategies

Clear goals and a realistic strategy for using the requested telecommunications and information technology to improve education services.

Goal 1: Improve student to computer ratio within the classroom

Strategies:

- The district will provide additional connections within the classroom
- The district will purchase additional computers for use as student stations.
- The district will install Successmaker, Accelerated Reader, Acaletics and other instructional software on student workstations.
- The district will provide PD opportunities to teachers on integrating technology into common core standards
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Goal 2: Pilot an integrated digital classroom in four schools.

Strategies:

- The 3rd, 4th and 5th grade classrooms for the selected schools will be provided a uniformed digital setup to include: SMARTboards, LCD Projectors, iPads, Document cameras, tablets, and laptops allocated by class size.
- District personnel and school administrators will work cooperatively to identify the best teachers to be assigned to piloted classrooms
- The district will provide structured in-service for all 3rd thru 5th grade teachers within the selected schools
- District and school administration will help teachers develop plans and strategies for student instruction and assessment through the use of technology
- The district will adopt an integrated digital reading and literacy program that will be used within each classroom

Goal 3: Provide wireless access to all schools to accommodate the BYOD initiative

Strategies:

- The district will create policy and procedure for use of the network for students and teachers.
- Administration and staff will be informed of the new usage policy.

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- Teachers will be provided in-service on ways to incorporate different types of technology into class assignment
- Instructional staff and students will be allowed to bring personal devices to school for instructional use
- The district will provide access to the wireless system throughout campus
- Teachers without personal technology will be provided either laptops or iPads to simulate use of technology in to the classroom
- Teachers will be required to develop lesson plans that integrate use of technology into subject area curriculum