

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made as of the 22nd day of October in the year 2021, between The School Board of Hamilton County, Florida, whose address is 5683 US Highway 129 South, Suite 1, Jasper, FL 32052 (hereinafter referred to as the "SCHOOL BOARD"), and Gail S. Ogawa, Ph.D., whose address is 2313 Emerald Ridge Loop, Tallahassee, FL 32303, (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services:** The PROFESSIONAL shall perform the following services: Title I, Part A Evaluation Plan (attached) for a total of \$13,652. Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.
2. **Insurance:** The PROFESSIONAL shall maintain throughout this Agreement insurance in the types and amounts provided in Appendix A which is attached and made a part of this agreement. Further:
 - A. "The School Board of Hamilton County, Florida and its members, officers and employees" shall be an additional named insured on all those coverages/policies listed in Appendix A except Workers' Compensation Insurance and Professional Liability Insurance.
 - B. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
 - C. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i). The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
 - (ii). With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
 - D. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The certificate of insurance shall contain the provision that the SCHOOL BOARD be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.
 - E. Unless otherwise notified, the certificate of insurance shall be delivered to:

Hamilton County Schools
Attn: Business Services Department
5683 US Highway 129 South - Suite 1
Jasper, Florida 32052

- F. The name and address of the Certificate Holder on the certificate of Insurance must be:

The School Board of Hamilton County, Florida
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052

- G. In the event PROFESSIONAL fails to maintain insurance as described in Section 2 and Appendix A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

3. **Indemnification:** The PROFESSIONAL agrees to make payment of all proper charges for labor required in the aforementioned work and PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.
4. **Codes, Laws, and Regulations:** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. **Permits, Licenses, and Fees:** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. **Access to Records:** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the final invoice.
7. **Payment:** SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner: Payment will be made after service are rendered and an invoice is issued to the Hamilton County School Board, 5683 US Hwy 129 S, Suite 1, Jasper, FL 32052. Services will be delivered as stipulated in the evaluation Plan Proposal not to exceed \$13,652. Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:
- (a) The date the task was performed;
 - (b) Identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.

8. **Independent Contractor:** The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
9. **Assignment:** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
10. **No Third Party Beneficiaries:** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
11. **Jurisdiction:** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.
12. **Term:** The term of this Agreement shall be for an initial term, up through and including one (1) year. The agreement may be renewed for up to two (2) additional one-year periods upon the mutual written consent of both parties.
13. **Termination:** All or part of this Agreement may be terminated by the SCHOOL BOARD, for its convenience, upon no less than thirty (30) days written notice to the PROFESSIONAL of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.

This agreement may be terminated in its entirety by the PROFESSIONAL, for its convenience, upon no less than thirty (30) days written notice to the SCHOOL BOARD of such intent to terminate. In such event, the SCHOOL BOARD will be entitled to competent services as listed under the Services section of this contract up to the date of termination.
14. **Approval of Personnel:** The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
15. **Disclosure of Conflict:** The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
16. **Background Investigations:** The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance

upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

17. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
18. Subcontracts and Assignment: PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions.
19. Entire Agreement: This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
20. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
21. E-Verify: Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.
 - A. Subcontractors:
 - (i). Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii). Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii). Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - B. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2022. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
22. Authority: Each person signing this Agreement on behalf of either 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.
23. Maintenance and Public Access to Records: Appendix B is attached and made a part of this agreement.

24. Suspension and Debarment: Appendix C is attached and made a part of this agreement and must be completed and signed by the vendor before services may commence under this contract.
25. Non-Collusion Affidavit: Appendix D is attached and made a part of this agreement and must be signed by the vendor before services may commence under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"
THE SCHOOL BOARD OF HAMILTON
COUNTY, FLORIDA

By: _____

Superintendent

Date: _____

11-22-21

"PROFESSIONAL"

By: _____

Its: _____

Corporate Officer

Date: _____

11/22/21

APPENDIX A

NEFEC recommended wording for contracts with a third party (non-public entity):

GENERAL LIABILITY

1. Contractor shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
2. If work performed under the contract will require contact with students' coverage must include sexual abuse and molestation.
3. The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Hamilton County, Florida using ISO endorsement CG 20 01 or its equivalent.

AUTOMOBILE LIABILITY

1. Contractor shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
2. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

1. Contractor agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
2. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
3. Coverage will apply to all those persons rendering services to Contractor for The School Board of Hamilton County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.

NOTICE OF CANCELLATION:

1. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The School Board of Hamilton County, Florida, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
2. Such notice shall be sent directly to The School Board of Hamilton County, Florida.
3. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify The School Board of Hamilton County, Florida of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

IF APPLICABLE:

1. Contractor shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.
2. Consultant/service provider must provide proof of coverage for up to three (3) years after the completion of the project.

The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.

APPENDIX B

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA **Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Rex L. Mitchell, Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: rex.mitchell@hamiltonfl.com. telephone number (386) 792-7802.

APPENDIX C

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, ☐ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement List.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- Certification**
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE <i>Gail S. Ogawa</i>	DATE <i>11/22/21</i>

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

APPENDIX D

NON-COLLUSION AFFIDAVIT

State of Florida

County of Hamilton

_____ being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents' representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

BY: Gail S. Ogawa

Printed Name: Gail S. Ogawa

Title: Evaluator, Evaluation
Systems Group

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY THAT:

1. I, Gail S. Ogawa, am the (title) owner and the duly authorized representative of the firm of, (firm name) Evaluation Systems Group whose address is 2313 Emerald Ridge Loop, Tallahassee, Florida 32303, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

Exceptions List _____

(Signature) _____

Gail S. Ogawa

11/22/21

(Date)

STATE OF _____

Hawaii

COUNTY OF _____

Honolulu

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gail S. Ogawa

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this 22 day of November, 2021.

[Signature]
(NOTARY PUBLIC)

Jennifer Rowland
Notary Public, State of Hawaii
My Commission Expires 05/20/2022
Commission #18-260

My Commission Expires: 5/20/2022

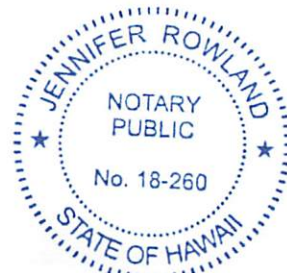
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Notary Name: Jennifer Rowland First Circuit

Doc. Description Conflict of

Interest Statement

[Signature] 11/22/21
Notary Signature Date



Evaluation Proposal: Hamilton County Schools

**Title I, Part A: Improving the Academic Achievement of the Disadvantaged –
2021-2022**

**Prepared by Gail S. Ogawa, Ph.D.
November 2021**

Title I Evaluation Plan: 2021-2022 Hamilton County Schools

This document outlines the program evaluation plan of the 2021-2022 Title I, Part A grant (TIPA), for Hamilton County Schools. The legal reference for the evaluation is [34 CFR 200.26(c)] which states that schoolwide programs must:

- (1) Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement.
- (2) Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
- (3) Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

The current evaluation uses an objectives-based approach. In this method, the effectiveness of the grant is based on the extent to which its objectives have been achieved (Owens, 2007). A flow chart of the evaluation design is illustrated in Figure 1.

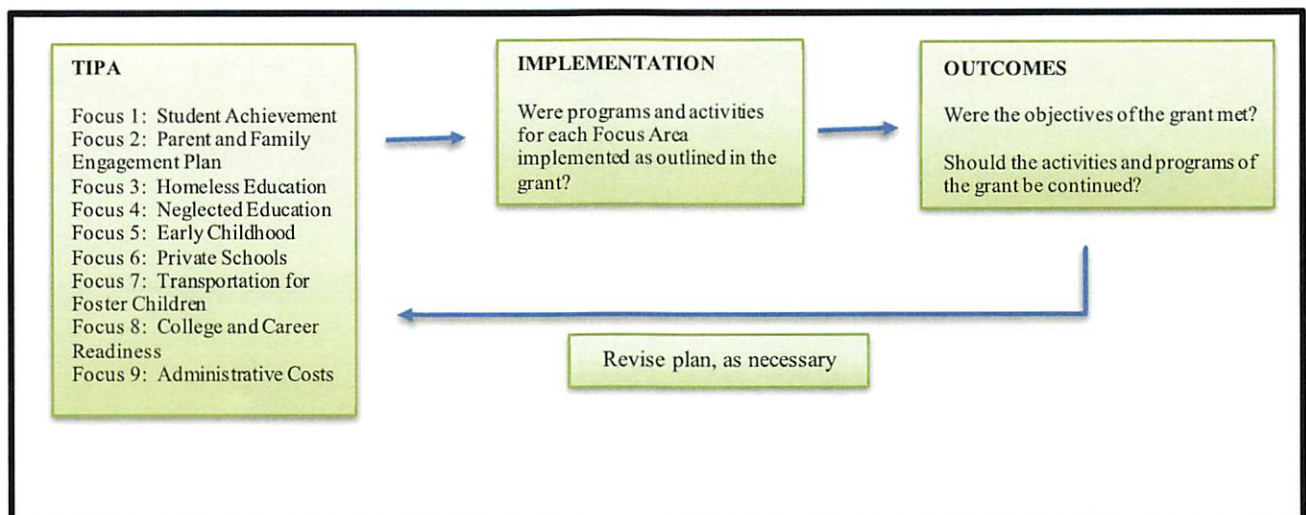


Figure 1. Evaluation Design

Organization of the Evaluation Plan

The evaluation plan is divided into these four sections:

- I Grant objectives
- II Data collection and analysis plan
- III List of deliverables
- IV Budget proposal

I. Grant Objectives

Table 1 lists the objectives for the focus areas of the 2021-2022 Title I, Part A, grant for Hamilton County Schools. The grant does not explicitly include objectives; therefore, those from the previous year were utilized as guidelines so that the intent of each focus area could be measured objectively.

While all objectives will be examined, the evaluation will focus on these areas: 1 (Student Achievement), 2 (Parent and Family Engagement) and 6 (Private Schools). Areas 1 and 6 target student achievement and parent involvement is one of the best predictors of student success (Waterford, 2018).

Table 1. Grant Objectives+

#	Focus	Objectives
1	Student Achievement	A. By the end of the 2021-2022 academic year, the percent of students scoring at proficiency at each grade level will increase by at least 5% from 2021 to 2022 on the Florida Standards Assessment (FSA), OR
		B. By the end of the 2021-2022 academic year, there will be a 5% increase in the percentage of students in grades KG to 6 scoring on or above grade level from the fall 2021 to the spring 2022 diagnostic testing in ELA and math on <i>i-Ready</i> .
		C. By the end of the 2021-2022 academic year, at least 50% of the students in grades 7-12 will improve their grades from the fall 2021 to the spring 2022 quarters in ELA and math
2	Parent and Family Engagement	A. By the end of the 2021-2022 school year, (1) the district will maintain high levels (70%) of positive ratings by 70% of parents on items on the <i>Hamilton County Title I Parent Involvement Survey</i> .
		B. By the end of the 2021-2022 school year, (2) The percent of parents who indicate that they attended meetings/training (e.g. SAC, Family Literacy Workshops, Parent Involvement to learn about State Standards, other activities) at their child's school or other location will increase by 2 percentage points from the previous year as measured by the same survey as #1
		C. By the end of the 2021-2022 school year, (3) There will be an increase in the number of parents attending specific workshop/training sessions from 2021 to 2022, as measured by <i>Parent Training Survey</i> . (This objective supplements #2.)

3	Homeless Education	By the end of 2021-2022 school year, 100% of the students eligible for homeless services in Hamilton County will be identified and provided with services to be prepared for class and ready for school with materials and supplies to fit their individual needs. (School supplies, paper, pencils, pens, backpacks, notebooks, art supplies, workbooks, calculators)
6	Private Schools	A. By the end of the 2021-2022 school year, (1) students will show improvement in academic achievement as measured by Renaissance/Accelerated Reader Reports or report card grades from fall to spring.
		B By the end of the 2021-2022 school year, (2) Parents and staff will give positive ratings to 70% of the items on the <i>Private School Survey</i> or the <i>Hamilton County Title I Parent Involvement Survey</i> .
		C. By the end of the 2021-2022 school year, (3) The majority of items on the <i>Effectiveness Survey</i> will show positive ratings.
7	Foster Care	A partnership between the District Foster Care Liaison and a community-based welfare agency (Partnership for Strong Families) will ensure the following: <ol style="list-style-type: none"> 1. Transportation will be provided to maintain children in foster care on the school of origin unless there is a determination that it is not in his or her best interest. 2. Successful enrollment and transfer of records of children enrolled in a new school even if they do not have the required documentation. 3. Development and implementation of clear written procedures for hoe transportation will be provided, arranged, and funded for a child's duration of time in foster care – in collaboration with the appropriate Child Welfare Agency.
8	College/Career Readiness	Throughout the 2021-2022 school year, these services will be provided: after school tutoring program, summer enrichment, acceleration, credit retrieval and transition programs during 2022 These activities will be implemented: <p>Algebra boot camp Summer 8-day STEM/STEAM Field trips to Challenger Center (summer) College and career tours 3-D printer for student sue Materials and supplies for all activities</p>

+ Focus areas 4 and 9 are not included. Focus 4 does not include details in the grant and Focus 9 relates to administrative costs.

II. Data Collection and Analysis Plan

Table 2 shows the instruments that will be used to collect information for each objective.

Instruments used in previous evaluations will be updated and revised to reflect any changes in the 2021-2022 evaluation.

Table 2. Instruments to be developed or revised for each area

Focus Area	Objective	Measures	Instruments to Develop/Revise or Obtain
1	Student Achievement	<ul style="list-style-type: none"> FSA, Accelerated Reader, i-Ready, Performance Matters, grades, achievement data Implementation Survey 	<ul style="list-style-type: none"> Achievement data (MIS) Private school data
2	Parent and Family Engagement	<ul style="list-style-type: none"> <i>Title I Parent Survey</i> Workshop/Training Survey 	<ul style="list-style-type: none"> <i>Title I Parent Survey</i>
6	Private schools	<ul style="list-style-type: none"> Accelerated Reader, Survey 	<ul style="list-style-type: none"> Private school data
Other (3, 7)	Homeless Education, Foster Care, College and Career Awareness	<ul style="list-style-type: none"> Implementation/Impact Survey 	<ul style="list-style-type: none"> Implementation/Impact Survey Interview protocol(s)

Table 3 details the analysis procedures for each objective

Table 3 Analysis of Each Objective

	Objective	Measures	Analysis
1	Student Achievement	<ul style="list-style-type: none"> FSA, grades, or other achievement data 	<ul style="list-style-type: none"> Obtain data from MIS or schools Calculate change in achievement from 2020-2021 to 2021-2022.
2	Parent Involvement	<ul style="list-style-type: none"> <i>Title I Parent Survey</i> (English and Spanish versions) <i>Workshop/Training Survey</i> 	<ul style="list-style-type: none"> Process and analyze <i>Title I Parent Survey</i> items, calculate percentages of “agree/disagree”, compare to previous years Process and analyze <i>Workshop/Training Survey</i>, summarize
6	Private schools	<ul style="list-style-type: none"> <i>Effectiveness Survey</i> <i>Private School Survey</i> <i>Accelerated Reader</i> 	<ul style="list-style-type: none"> Process and compile checklist items, summarize
Other (3, 7)	Homeless Education, Foster Care, College and Career Awareness	<ul style="list-style-type: none"> <i>Implementation/Impact Survey</i> 	<ul style="list-style-type: none"> Process and calculate percentage for implementation data

III. List of Deliverables

Table 4 contains the deliverables for the 2021-2022 evaluation.

Table 4. Deliverables

Deliverable	Projected Dates
Evaluation Plan	Nov. 2021
Instruments	Dates vary from Dec 2021 to April 2022
Title I Parent Involvement Report	April - May 31, 2022
Private School Report (included in final report)	June 30, 2022
Title I Evaluation Report	June 30, 2022

IV. Budget Proposal

The chart below details the estimated cost of each section of the evaluation.

Item	Content	Due Dates	Estimated Cost
Evaluation Design	Evaluation plan completed	Nov-21	\$2,500
ACHIEVEMENT	Process and analyze achievement data (grades, state tests)	May-22	\$1,000
PARENT ENGAGEMENT	<i>Title I Parent Survey</i> <ul style="list-style-type: none"> Review parent involvement survey (Hamilton County Title I Parent Involvement Survey) Process and analyze <i>Title I Training Survey</i> <ul style="list-style-type: none"> Develop parent training survey Process and analyze 		\$4,000
PRIVATE SCHOOL	<ul style="list-style-type: none"> Develop record sheet and review records Process and analyze survey 	Dec. 2021 May 2022	\$650
OTHER	<ul style="list-style-type: none"> Develop <i>Implementation/Impact Survey</i> Process and analyze fidelity of implementation of program activities and impact of activities 	Dec. 2021 May 2022	\$1,000
FINAL REPORT	<ul style="list-style-type: none"> Summarize data collected Write report 	Jun-21	\$4,500
		Total Cost	\$13,650

References

These references were used in writing the evaluation plan.

Hamilton TIP Application 2021-2022 (draft copy)

Joint Committee on Evaluation Standards (2010).. The program evaluation standards (3rd ed.) Retrieved from <https://evaluationstandards.org/program/>

Legal Information Institute (n.d.). 34CFR200.26-Core elements of a schoolwide program. Retrieved from <https://www.law.cornell.edu/cfr/text/34/200.26>

Owen, J. M. (2007). *Program Evaluation: Forms and Approaches*. New York. The Guilford Press

HAMILTON COUNTY DISTRICT SCHOOL BOARD

FEDERAL PURCHASES PRE-PROCUREMENT REVIEW FORM

Objective: Pre-procurement review is a requirement of the Uniform Grant Guidance, 2 CFR Part 200.324. This form is designed for Federal grant administrators to complete and attach to purchase requisitions and is a requirement for all Federal purchases totaling \$3,000 or greater.

Federal Program: Federal Programs: Title I, Part A (collaboration with other title gms)		Date: 02/08/2022
Description of Intended Goods or Services: Professional Contract to provide Evaluation Services		
Vendor: Gail S. Ogawa, Ph. D	Contract No.:	Amount: \$13,652.00

Assurances:

- 1. ALLOWABILITY OF COSTS:** Proposed expenditures are allowable with respect to the scope, goals, and objectives of the Federal program identified above.
- 2. CONFLICT OF INTEREST:** No employee, officer, or agent, any member of his or her family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from any party related to this contract or acquisitions. In addition, no employee, officer, or agent of the District has solicited or accepted gratuities, favors, or anything of monetary value from any party related to this contract or acquisition.
- 3. PURCHASE THRESHOLD PROCEDURES:** Select the applicable threshold:

<input type="checkbox"/> Micro-Purchase	<input checked="" type="checkbox"/> Small Purchase	<input type="checkbox"/> Simplified Acquisition
None of the below requirements are applicable.	Follow the guidelines established in the District's UGG Procedures Manual.	

The proper procedures were followed based on the purchasing threshold above and the District's UGG Procedures Manual for the following:

<u>Professional Services Contract</u> <input checked="" type="checkbox"/> Yes (See attached) <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<u>Proper Type and Amount of Quotes Obtained</u> <input type="checkbox"/> Yes (See attached) <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<u>SAM Verification of Exclusion (\$25,000 or greater)</u> <input type="checkbox"/> Yes (See attached) <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<u>Cost Analysis (Simplified Acq. Purchases Only)</u> <input type="checkbox"/> Yes (See attached) <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<u>Consideration of Small and Minority Businesses</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	

- 4. COMPETITIVE REQUIREMENTS:** For goods or services exceeding \$35,000 not acquired through competitive solicitation, provide the justification for why the procurement approach used best serves the District from an economic and efficiency standpoint.

☒ N/A ☐ Justification:

Attestations:


GRANT ADMINISTRATOR

02/08/2022

DATE

DIRECTOR OF BUSINESS SERVICES (> \$35,000.00)

DATE