PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made as of the 23	day of January	in the year 2020), between The
School Board of Hamilton County, Florida, whose a	ddress is 5683 US Hig	hway 129 South	ı – Suite 1,
Jasper, FI 32052 (hereinafter referred to as the "SG	CHOOL BOARD"), and	Gail S. Ogawa, I	Pd.D.,
whose address is 2313 Emerald Ridge Loop	, Tallahass	see, 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. <u>Services</u>: The PROFESSIONAL shall perform the following services: Title I Part A Evaluation Plan (attached) for a total of \$20,000,00. Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.
- 2. <u>Insurance</u>: 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

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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 that 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.
- Indemnification: The PROFESSIONAL agrees to make payment of all proper charges for labor 3. 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. <u>Codes, Laws, and Regulations</u>: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
- 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. <u>Access to Records</u>: 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. <u>Payment</u>: SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner:

Payment will be made after services are rendered and an invoice is issued to the Hamilton County School Board 5683 US Highway 129 South, Suite 1, Jasper, FL 32052. Services will be delivered as stipulated in the Evaluation Plan Proposal not to exceed \$20,000.00.

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. <u>Independent Contractor</u>: 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. <u>Assignment</u>: 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. <u>No Third Party Beneficiaries</u>: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
- 11. <u>Jurisdiction</u>: 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. <u>Term and Termination</u>: The term of this Agreement shall be for an initial term, up through and including one (1) year. All or part of this Agreement may be terminated by the SCHOOL

BOARD or the PROFESSIONAL, for its convenience, upon no less than thirty (30) days written notice to the other party 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. The agreement may be renewed for two additional one-year periods with the mutual written consent of both parties.

- 13. <u>Approval of Personnel</u>: 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.
- 14. <u>Disclosure of Conflict</u>: 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.
- 15. <u>Background Investigations</u>: 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.
- 16. <u>Modifications and Amendments</u>: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
- 17. <u>Subcontracts and Assignment</u>: 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.
- 18. <u>Entire Agreement</u>: 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.
- 19. <u>Severability Clause</u>: 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.
- 20. <u>Authority</u>: 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.

- 21. <u>Maintenance and Public Access to Records</u>. Appendix B is attached and made a part of this agreement.
- 22. <u>Suspension and Debarment</u>. 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.
- 23. <u>Non-Collusion Affidavit</u>. 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	"PROFESSIONAL"
COUNTY, FLORIDA	
By: Vex L Mitchell	
Superintendent	
Date: 2/11/20	By: gal S. Ogawa
/ *	, —
	Its:
	Corporate Officer
	Date: 1/23/20

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:

- 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.
- 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 Nonprocurement 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	DATE	
gal S. Ogan	1/23/20	

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

APPENDIX D

NON-COLLUSION AFFIDAVIT

State of Florida	
County of <u>Hamilton</u>	
bei	ng first duly sworn, deposes and says that:
(1) He/she is the <u>Owner, Partner, Officer,</u>	Representative, or Agent
of the Proposer that has submitted the a	ttached Proposal;
(2) He/she is fully informed respecting Proposal and of all pertinent circumstant	the preparation and contents of the attached ces respecting such Proposal;
(3) Such Proposal is genuine and is not a	collusive or sham Proposal;
representatives, employees or parties in colluded, conspired, connived or agreed firm, or person to submit a collusive or swhich the attached Proposal has been connection with such Work; or have in agreement or collusion, or communicat person to fix any overhead, profit, or cost price of any other Proposer, or to secure	interest, including this affiant, have in any way, directly or indirectly, with any other Proposer, sham Proposal in connection with the Work for submitted; or to refrain from proposing in any manner, directly or indirectly, sought by ion, or conference with any Proposer, firm of telements of the Proposal price or the Proposal through any collusion, conspiracy, connivance ainst (Recipient), or any person interested in the
tainted by any collusion, conspiracy, co	ached Proposal are fair and proper and are not nnivance, or unlawful agreement on the part of epresentatives, owners, employees or parties in
Signed, sealed, and delivered in the pres	ence of:
	BY: gail S. Ogawa
	Printed Name: Gail S. Dgawa Title: Evaluation Systems Group
	Title: Evaluation Systems Group

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY THAT:

- I, <u>Gail S. Ogawa</u>, am the (title) <u>owner and the duly authorized representative of the firm of ,(firm name) <u>Evaluation Systems Group</u> whose address is <u>2313 Emerald Ridge Loop</u>, <u>Tallahassee</u>, <u>Florida 32303</u>, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
 </u>
- 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. Ogam- 1/23/20
state of HONDULU COUNTY OF HONDULU
PERSONALLY APPEARED BEFORE ME, the undersigned authority, (Name of individual signing) Output Description of the undersigned authority, (Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 30 day of 100000000000000000000000000000000000
My Commission Expires: (NOTARY PUBLIC) (NOTARY PUBLIC) (NOTARY PUBLIC) * NOTARY PUBLIC No 05-382
Doc. Date. JAN 2 3 2020 Pages 10
Notary Name: C. J. SAMPAIO First Circuit Doc. Description OFFISH Circuit No 05-382 JAN 2 2020
Notary Signature Date

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

This sworn statement is submitted

to Hamilton County School District

by Gail S. Ogawa, Evaluator

for Evaluation Systems Goup

Whose business address is: 2313 Emerald Ridge Loop, Tallahassee, FL 32303

(If applicable) its Federal Employer Identification Number (FEIN) is: SS# 576-46-9278

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on the attached sheet.) Required as per IRS Form W-9.

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime or;
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(c), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies.*)

Evaluation Proposal: Hamilton County Schools

Title I, Part A: Improving the Academic Achievement of the Disadvantaged – 2019-2020

Special Studies: ELL, STEM/STEAM (k-6, 7-8), and Homeless

Title I Evaluation Plan: 2019-2020 Hamilton County Schools

This document outlines the program evaluation plan of the 2019-2020 Title I, Part A grant. The legal reference for schoolwide program evaluation is [34 CFR 200.26(c)] states that the 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 referencing the areas of focus listed in the Title I, Part A grant for 2019-2020. It also includes supplemental studies related to Homeless, ELL, and STEM/STEAM programs.

Organization of the Evaluation Plan

The evaluation plan is divided into 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 grant objectives by focus area.

Table 1. Objectives

#	Focus	Objectives
1	Strengthening Academic Achievement	By the end of the 2019-2020 academic year, all students at each grade level will increase proficiency by at least 5% on the 2020 Florida Standards Assessment (FSA).
2	Parent and Family Engagement	At the end of the 2019-2020 school year, (1) the district will maintain high levels (70%) of positive ratings related to parent involvement activities on the Hamilton

3	Homeless Education	County Title I Parent Involvement Survey. (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 as measured by the same survey. By the end of 2019-2020 school year, 100% of the students eligible for homeless services in Hamilton County will be identified and served as their needs dictate. By the end of 2019-2020 school year, there will be an academic increase of 5% from the previous year.	
4	Neglected and Delinquent Education Focus 5: NA	By the end of the 2019-2020 school year, all identified neglected or delinquent children will be assessed and provided the necessary services to assist them to transition and receive educational services according to the District Transition plan. The promotion/graduation rate will increase as determined by the number of students who transition and earn at least one credit towards graduation on the APEX program.	
6	Discretionary Educational Services Funded at the School-Level Focus: NA	By the end of 2019-2020 school year, the district will improve ELA scores for students in grades 3-6 by 5%.	
8	Private Schools	By the end of the 2019-2020 school year, (1) students will show improvement in academic achievement as measured by Accelerated Reader Reports or be on grade level on TOSWRF scores. (2) Parents and staff will give positive ratings to 70% of the items on the Private School Survey.	
9	Foster Care	A partnership between the District Foster Care Liaison and a community-based welfare agency (Partnership for Strong Families) will ensure the following: 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.	
10	College/Career Readiness	By the end of the 2019-2020 school year, all students at each grade level will increase proficiency by at least 5% on the 2020 Florida Standards Assessment.	
12	Technology	By the end of the 2019-2020 school year, 100% of K-2 teachers and students and 100% of 3-12 teachers in Title 1 schools will have access to technology at the level that will enable them to effectively integrate technology into the classroom. By the end of the 2019-2020 school year, there will also be a one to one match will digital device and student. By the end of the 2019-2020 school year, FSA reading and math scores will increase by 5% in 2020.	

II. Data Collection and Analysis Plan

Table 2 shows the instruments that will be used to collect information for each area and the specific instruments that will be developed. Instruments used in previous evaluations will be updated and revised to reflect any changes in the 2019-2020 evaluation. Table 3 outlines the analysis for each objective.

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

Focus Area	Objective	Measures	Instruments to Develop/Revise or Obtain
1, 3, 4, 5, 6, 8, 10,12	Student Achievement	FSA, Accelerated Reader, TOWSF or other achievement data	Achievement data (MIS) Private school data
2	Parent Involvement	Title I Parent Survey	Title I Parent Survey
3	Homeless	Records, survey	Checklist, survey
4	N or D	Records	Checklist
8	Private schools	Survey	Private school surveys
9	Foster Care	Records	Checklist
12	Technology	Records, survey	Checklist
Other	Activities	Implementation Survey Interview data Records	Implementation Survey (See Appendix A)

Table 3 Analysis of Each Objective

Objective	Objective	Measures	Analysis
1, 3, 4, 5, 6, 8, 10,12	Student Achievement	FSA, Accelerated Reader, TOWSF or other achievement data	Obtain data from MIS or schools and calculate change in achievement from 2018-2019 to 2019-2020.
2	Parent Involvement	Title I Parent Survey	Analyze Title I Parent Survey items, calculate percentages of "agree/disagree", compare to previous years
3	Homeless	Records, survey	Obtain homeless data from FLDOE Review records, summarize Analyze survey results (frequencies)
4	N or D	Records	Review records, summarize
8	Private schools	Survey	Compile checklist items, summarize
9	Foster Care	Records	Review records, summarize
12	Technology	Records, survey	Review records, summarize Analyze survey results
Other	Activities	Implementation Survey Interview data Records	Analyze survey and interview data, summarize

III. List of Deliverables

Table 4 contains the deliverables for the 2019-2020 evaluation.

Table 4. Deliverables

Deliverable	Projected Dates
Evaluation Plan	January 2020
Instruments	Dates vary
Title I Parent Involvement Summary	May 31, 2020
Private School Report	May 31, 2020
ELL Report	June 30, 2020

STEM/STEAM Report (IV and V)	May 2020
Homeless Report	June 30, 2020 or as requested by DOE
Title I Evaluation Report	June 30, 2020

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	Jan 2020	\$3,500
Parent Involvement study	Review instrument (Parent Survey)	Feb 2020	\$4,000
r arche involvement study	Analyze and write report	Mar – Apr 2020	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
N or D	Develop checklist Review documents Process and analyze, write report	Dec 2019 June 2020	\$500
Technology	Develop checklist and review documents Summarize data	Dec 2019 May 2020	\$500
Private school review	Develop record sheet and review records Summarize data	Dec. 2019 May 2020	\$1,000
ELL study	 Develop surveys Obtain test data Review records Process and analyze Write report 	Dec. 2019 May 2020	No cost attached
STEM/STEAM study (IV)	Develop surveys Analyze and summarize	Dec	No cost attached
STEM/STEAM study (V)	Develop surveys Analyze and summarize	Nov. 2019 April 2020	No cost attached
Homeless Study	Develop surveys Analyze and summarize	June 2020	No cost attached
Program activities analysis	Develop survey Self-evaluation of survey at mid-year Analyze fidelity of implementation of programs/activities	Dec 2019 Jan 2020 May 2020	\$4,500
Final report	Compile data Write report	June 2020	\$6000
		Total Cost	\$20,000

References

These references were used in writing the evaluation plan.

US DOE (2006). *Designing Schoolwide Programs Non-Regulatory Guidance USDOE*. Retrieved from https://www2.ed.gov/policy/elsec/guid/designingswpguid.doc

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

APPENDIX A

Implementation of Activities

FOCUS	ACTIVITY	MEASURE
1 Strengthening Academic Achievement	Literacy Teams within each school, meet on a weekly basis for the school year 2019-2020. Professional development for differentiated (including acceleration) instruction on an ongoing basis through staff development inn reading, writing, model lessons and embedded staff development and data analysis that will assist teachers to increase reading and writing achievement	Observations, implementation checklists, monitoring reports
	Tutoring to students who are level 1 or level 2 or struggling with academic achievement in the classroom beginning in the Fall of 2018 and extending throughout the school year 9-2020 as needed Title 1 support for each Title 1 school with supplemental materials and supplies, web-based	
	programs, teachers and paras, instructional programs	
2 Parent Involvement	BUILDING CAPACITY 1. Content and Type of Activity- Parent University- college and career (help child master content)	
	Timeline: Fall 2019, spring 2020 2.Content and Type of Activity - Anticipated Impact on Student Achievement- (Workshops would be constructed to assist parents with developing skills to assist students at home and learn about information sent to parents concerning student achievement)	
	Timeline: March – May 2020 3.Content and Type of Activity - Anticipated Impact on Student Achievement- (Workshops would be constructed to assist parents with developing skills to assist students at home and	
	learn about information sent to parents concerning student achievement) Timeline: November 2019-May 2020	
	4.Content and Type of Activity- Homework Helper Make and Take (50 parents)	
	Timeline: January 2020/ 2 hours <u>5. Content and Type of Activity- Writing Workshop for 100 parents</u>	
	Timeline: Fall, 2019, Spring 2020 6.Content and Type of Activity- Math Made Easy (75 parents)	
	Timeline: October 2019- May 2020	
	STAFF TRAINING	Pre-post at end of
	Book Study- Powerful Partnerships by Karen Mapp	book, survey
	Timeline: Monthly during the 2019-2020 school year (1.5-hour long sessions) Volunteers in the school and classroom – training including orientation	School records
3	Timeline: Fall and ongoing during the school year Identification	
Homeless Education	1. Professional development and other activities for educators and pupil services personnel designed to heighten the understanding and sensitivity of such personnel to the needs of homeless children and youths, the rights of such children and youths under this subtitle, and the specific educational needs of runaway and homeless youths. The Hamilton County Homeless Education Program will provide training to school staff at district schools, Transportation, Food Services and District Staff on homelessness.	School/district records, implementation checklist, interview
	Referrals for identified homeless youth and children to mental health, medical, and dental and community services will be made by Homeless Education program.	
	3. Student Residency forms will be given to all district students. Forms are used to assist in the identification process.	

	4. Homeless Education Program staff will provide outreach awareness presentation to civic organizations, churches, and schools to bring awareness and possible identification of homeless youth and children. Brochures, posters, and resource materials about the Hamilton County Homeless Education program will be provided during awareness presentation in both English and Spanish.	
	Attendance-	
	1. Training on enrollment procedure for homeless children and youth will be provided to front line staff with the duties of enrollment for (2) district school and one private school.	
	The Homeless Education program will assist with the cost and fees for school physical, dental services and birth certificate records necessary for enrollment in schools. Promotion-	
	1. Tutoring services will be provided to homeless students identified of needing supplemental academic services at school and in the community.	
	2. The provision of needed school supplies to homeless students for home and school to increase academic success.	
	3. The provision of Educational Support Services to homeless students to ensure full participation in all aspects of academic curriculum and learning. Collaboration-collaborative contact forms will be collected including transportation, food distribution, home visits and referrals, services to medical, dental, and family counseling. Records will be kept in office of Homeless Liaison.	
4	Additional counseling	School/district
Neglected and	Materials and supplies	records,
Delinquent	Tutoring before, after and during school on as need basis	implementation checklist
Education	Transportation before and after school on scheduled basis	checklist
6	Materials and supplies and Guided Reading materials will be purchased to provided	School/district
Discretionary Educational	intervention in reading for students in need of assistance. Professional Development for intervention with struggling students will be ongoing during	records, implementation
Services	the 2019-2020 school year beginning in August of 2019 and ending in May 2020. During	checklist
Funded at the	the 2019-2020 school year professional development will include monthly meetings,	
School-Level	embedded PD and technical assistance for administrators, teachers and paraprofessionals	
	working with this intervention. Parents will be given information on the LLI intervention program.	
		Calcal/district
8 PRIVATE	District will provide timely and meaningful consultation and equitable services to eligible children, teachers, and parents in private schools.	School/district records,
SCHOOLS	1. Contact all private schools in the district by certified mail in late November or early	implementation
	December to invite private school principals/directors to an informational meeting with the District.	checklist
	with the District. 2. Follow up calls will be made and emails sent to schools to ensure letters are	
	received and to answer any questions specific to federal program participation.	
	3. A meeting will be held in December or January between the principals/directors of the private schools, the Title I Coordinator, and other Title grant coordinators and	
	district staff to determine methods for funding, student identification, equitable	
	services to students and parents, and how services will be delivered.	
	4. Consultation will be ongoing and meetings held at least quarterly throughout the school year. An Affirmation of Consultation will be available at the end of the year	
	(May) to signify by both District and Private Schools that effective consultation took	
	place.	District records
9	1. Transportation will be provided to maintain children in foster care in the school	
9 FOSTER	 Transportation will be provided to maintain children in foster care in the school of origin unless there is a determination that it is not in hie or her best interest. 	District Coords
-	of origin unless there is a determination that it is not in hie or her best interest. 2. There will be a successful enrollment and transfer of records of children enrolled	2.5.11.61.7.660745
FOSTER	of origin unless there is a determination that it is not in hie or her best interest. 2. There will be a successful enrollment and transfer of records of children enrolled in a new school even if they do not have the required documentation.	District records
FOSTER	of origin unless there is a determination that it is not in hie or her best interest. 2. There will be a successful enrollment and transfer of records of children enrolled	District records

10 College and Career	Activity 1. 1. Tutoring - Monthly during the school year, after school and during the month of	School records
Readiness	June. 2. Summer Enrichment - Activities include: Credit retrieval, transition programs, early reading intervention, algebra boot camp, math, science/STEM, field trips and writing. Programs will be during the day for 4 days per week for 4 weeks.	
	Activity 2. Professional Development in reading and writing process for teachers and administrators in both elementary and secondary levels. An outside consultant will work with teachers to provide training in writers and readers workshops.	Agenda, sign-in sheet, implementation checklist
	Activity 3. Family literacy and involvement activities are scheduled monthly at flexible times throughout the school year. to encourage all parents to participate. Activities are advertised via flyers in backpacks, Facebook, school marquee, newspaper, and posters. Activities include books and take home materials for parents to assist their children to succeed in school.	
12 Technology	Technology hardware upgrades purchased according to the District Technology Plan will assist Title I schools/classrooms/teachers to integrate technology into the curriculum and implement technology SMART classrooms. Upgrades and purchases may include interactive white boards, large screen TV for high school (school, parent and community digital communication) audio enhancement, LCD projectors, scanners, document cameras, digital cameras, computer laptops, iPads, Desktops and printer upgrades.	School/district records

Implementation Survey (to be revised after consultation with Coordinator))

PURPOSE: To monitor the implementation of Title I supported materials in your school.

DIRECTIONS: There are two parts to the survey: <u>USAGE</u> and <u>SUPPORT FOR STUDENT ACHIEVEMENT</u>. If you have used a particular material at least once this fall, indicate the extent to which it supports student achievement. Use a check mark (v) for your choices.

	USAGE		SUPPORTS STUDENT			
MATERIAL	Not offered	Used at least once in fall 2019		ACHIEVEMENT?		
	at my school	Yes	No	A Lot	Some	A little
Renaissance Learning						
Accelerated Reader						
Math Facts in A Flash						
Flow 360						
Reading A-Z						
Math A-Z						
Star Reading						
Star Math						
USA Test Preparation						
iReady						
Guided Reading						
Performance Matters						
Educational Learning Systems (200 Reading) Plus						
Destination Knowledge (200 Mindplay Virtual Reading)						
Study Island						
Challenger Learning Center of Tallahassee						
High Touch – High Tech for science						
STEM/STEAM						
Eureka Math						
Language for Learning						
Leveled Literacy Intervention						
Lexonik Reading						
Write Score						

Thank you for your help with this effort. Please return your survey by February 15, 2020.

APPENDIX B

APPENDIX B

Special Study - ELL

The source for this study will be Title III, Part A English Language Acquisition. The study will address these questions:

- 1. Were the objectives of the subgroup study met?
- 2. What types of supplemental professional development activities were supported by Title III?
- 3. What types of parent involvement activities were supported by Title III?
- 4. What type of services was provided to private schools for ELL students?
- 5. What partners (federal, state, local, and community) participated in the program and what were the benefits of each?

APPENDIX C

Special Study - STEM/STEAM Study

The source for this study will be 2019-2020 Title I, Part A Student Support and Academic Enrichment (SSAE) Project Proposal. The study will address these questions:

- 1. Did the project participants show increased interest in STEM/STEAM education?
- 2. Did the project participants show an increased interest in STEM/STEAM careers?
 Did the project participants show an improvement in grades from the 1st and 4th quarters in the core subject areas?
- 3. Did the project participants improve their attitudes/behaviors about school?

Evaluation Question	Instruments	Outcome Measures	Analysis
1	Post survey	Number of participants	Summarize results
2	Post survey	Number of participants	Summarize results
3	1st and 4th Q grades	Number of participants	Compare 1st and 4th Q grade difference
4	End-of-year survey	Number of participants	Summarize results

APPENDIX D

Special Study - STEAM Study

The source for this study will be 2019-2020 Title I, Part A Student Support and Academic Enrichment (SSAE) Project Proposal. The study will address these questions:

- 1. Did project participants show a 3% increase in scoring 3 or higher in reading, mathematics and science on state assessments?
- 2. Did the project participants knowledge of STEM-related subjects increase?
- 3. Did the project participants show increased interest in STEM/STEAM education?
- 4. Did the project participants who an increased interest in STEM/STEAM careers?
- 5. Did parents of project participants indicate positive ratings about their child's participation in the program?
- 6. Did program staff indicate that the program helped students academically?

Evaluation			
Question	Instruments	Outcome Measures	Analysis
1	State assessments	Number of participants	Summarize results
2-4	Post survey (students)	Number of participants	Summarize results
5	Post survey (parents)	Number of parents	Summarize results
6	Post survey (staff)	Number of staff	Summarize results

APPENDIX E

Special Study: Homeless Study

The source for this study will be Title IX, Part A Education of Homeless Children and Youth 2018-2021: Year 1. The objectives of the grant are listed below with the data elements to track progress.

NEI	ED/ACTIVITIES	Objectives
A.	IDENTIFICATION	By June 30, 2019, the LEA's HSIR will be 28.87%. By June 30, 2020, the LEA's HSIR will be 28.87%.
	Progress	Attendance (enrollment) will be monitored every 9-week period to ensure homeless students have been identified and enrolled in school.
В.	ENROLLMENT AND ATTENDANCE	By June 2019 the LEA's HSIR will be 90.45%. By June 2020 the LEA's HSIR will be 90.45%.
	Progress	Citizenship, absences, and suspensions will be reviewed every 2 nd and 4 th 9-week periods.
C.	ACADEMIC	By June 2019 the LEA's HSIR will be 90.00%.
	ACHIEVEMENT OF HOMELESS STUDENT	By June 2020 the LEA's HSIR will be 90.00%.
	Progress	Attendance, grades and citizenship notes will be reviewed every 2 nd and 4 th 9-week periods.