

ATTACHMENT #19-035-A52 (hereinafter referred to as the "Attachment") to CONTRACT 731-19-035 (hereinafter referred to as the "Master Contract") between the School Board of Hamilton County, Florida, (hereinafter referred to as "Hamilton") and the School Board of Putnam County, Florida, on Behalf of the North East Florida Educational Consortium, (hereinafter together referred to as NEFEC).

This Attachment period shall be from August 8, 2018, to June 30, 2019, unless otherwise amended/extended by mutual agreement.

**I. OBLIGATIONS OF NEFEC:**

NEFEC agrees to assist Hamilton in improving learning gains of Hamilton's students by improving the instructional programs at Hamilton County Elementary School, the sole elementary school (hereinafter referred to as "HCES"). The goals under this Attachment are to improve the learning gains of the students enrolled in HCES in the 2018-2019 school year sufficiently to improve the School Grade of HCES under the standards of the Florida Department of Education.

To that end NEFEC will:

- A. Provide training and technical assistance to teachers, instructional coaches, and administrators at HCES. Training content will be determined through the collaborative efforts of HCES staff, other Hamilton Staff, and NEFEC staff, and may include but not be limited to:
  - Data disaggregation
  - Instructional practice support
  - Curriculum alignment – ELA and Mathematics
  - Rigor of FSA standards
  - Progress monitoring support
  - Observations and walkthroughs
  - Writing training
- B. Meet with Hamilton and HCES administrators to discuss teacher progress toward the goals and next steps.
- C. Have Level II clearances registered with NEFEC, and will obtain an HCSB vendor i.d. badge through Philip H. Pinello, Director of Administrative Services, or his designee.

## **II. OBLIGATIONS OF HAMILTON:**

The School Board of Hamilton County, Florida (Hamilton) agrees to the following:

- A. Pay NEFEC \$1,000.00 per day for services requiring one NEFEC specialist. Travel is included in this amount.
- B. Pay \$1,650.00 per day for services requiring two NEFEC specialists. Travel is included in this amount.
- C. Provide NEFEC full access to the campus and classrooms, as well as student and teacher data, if deemed appropriate.

## **III. MISCELLANEOUS:**

- A. This Attachment is incorporated and made a part of all terms and conditions of the Master Contract.
- B. Maintenance and Public Access to Records.

In compliance with Section 119.0701 Florida Statutes (2016) "NEFEC" shall:

Keep and maintain public records that would ordinarily and necessarily be required by HCSB to perform the services provided by the NEFEC. Any documents created by NEFEC related to this contract shall be considered a Public Record. This includes, without limitation, all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Upon request from HCSB's custodian of public records, provide HCSB 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.

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 NEFEC does not transfer the records to HCSB. NEFEC acknowledges that under the provisions of Section 1002.22, Florida Statutes, education records, as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations issued pursuant thereto, are confidential and exempt from public records requests under the provisions of Section 119.07(1), Florida Statutes, and Section. 24(a), Article I of the Florida Constitution. In the event any complaint, administrative or judicial proceeding is filed against NEFEC or HCSB or its officers, agents and employees for the wrongful disclosure of educational records by NEFEC or an officer, employee, agent, representative, contractor, or sub-contractors of NEFEC vendor. NEFEC will fully indemnify and defend HCSB and HCSB's officers, agents, volunteers and employees from costs, damages and attorney's fees due to such wrongful disclosure.

Upon completion of the Agreement, transfer, at no cost, to HCSB all public records in possession of NEFEC or keep and maintain public records required by HCSB to perform the service. If NEFEC transfers all public records to HCSB upon completion of the Agreement, NEFEC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NEFEC keeps and maintains public records upon completion of the Agreement, NEFEC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to HCSB, upon request from HCSB's custodian of public records, in a format that is compatible with the information technology systems of the HCSB. In any event, upon completion of the Agreement, NEFEC will transfer to HCSB any Education Records, as defined under the Family Educational Rights and Privacy Act ("FERPA"), which may be in NEFEC's possession as required under FERPA by 34 CFR 99.31.

If NEFEC does not comply with a public records request, HCSB shall be entitled to enforce these contract provision by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of NEFEC 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 NEFEC to compel production of public records where NEFEC 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 NEFEC as authorized by Section 119-0701, Florida Statutes (2016).

**If NEFEC has questions regarding the application of Chapter 119, Florida Statutes, to NEFEC's duty to provide public records relating to this Agreement, NEFEC must contact the custodian of public records for the School Board of Hamilton County, Florida, Superintendent Rex L. Mitchell, telephone number (386) 792-7802, email address: [rex.mitchell@hamiltonfl.com](mailto:rex.mitchell@hamiltonfl.com); mailing address: the School District of Hamilton County, Florida, 5683 South US Highway 129, Suite 1, Jasper, Florida 32052.**

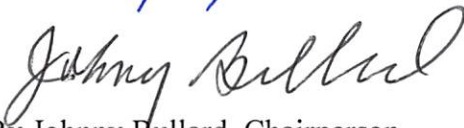
IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seals on this the 8<sup>th</sup> day of August, 2018.

APPROVED AND RECOMMENDED FOR SIGNING

The School Board of Hamilton  
County, Florida

  
by Rex L. Mitchell, Superintendent

Dated: 7/24/18 Dated:

  
By Johnny Bullard, Chairperson

Dated: 7/24/18 Dated:

The School Board of Putnam  
County, Florida

by Richard M. Surrency, Sr., Ed.D.  
Superintendent


by Jane T. Crawford, Chairperson

North East Florida Educational Consortium

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by Dr. Patrick Wnek, Executive Director

Dated:

APPROVED BY HAMILTON SCHOOL BOARD

ON 7/24/18  
  
SUPERINTENDENT