

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. E.4.	
TITLE Contract Between New Horizons of Northwest Florida, Inc. and the School Board of Escambia County, Florida		SUBMITTED BY: Teri Szafran, Director, Exceptional Student Education	
PERIOD OF GRANT/CONTRACT/REQUEST July 1, 2020 - June 30, 2021	FUNDING SOURCE FTE - Project 0800	PROJECT COORDINATOR AND DEPARTMENT Teri Szafran, Director, Exceptional Student Education	
AMOUNT OF FUNDING REQUEST \$28,800	<i>Is amount more, less or same as last year?</i> Same	TOTAL PROJECT \$28,800	<i>Is the amount more, less or same as last year?</i> Same
PURPOSE The agreement will provide an educational and vocational training program for students with cognitive disabilities.			
IMPLEMENTATION PLAN Five (5) students with cognitive disabilities who have reached their potential in the regular school program will be provided additional educational and vocational training as determined appropriate by the Individual Educational Plan (IEP).			
PARTICIPATING SCHOOLS/AGENCIES All Escambia County high schools, special centers and District Extended Program New Horizons of Northwest Florida, Inc.			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT – <i>Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.</i> PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.1. Increase the percentage of students making a learning gain on the statewide standardized assessments.			
DIRECTOR Teri Szafran		DATE 04/21/2020	
ASSISTANT SUPERINTENDENT Steve Marcanio		DATE 04/21/2020	DATE OF BOARD APPROVAL

Revised: January 2019 –
Retention: 5 years

CONTRACT BETWEEN
NEW HORIZONS OF NORTHWEST FLORIDA, INC.
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

THIS CONTRACT dated the 19th day of May, 2020, is entered into by and between NEW HORIZONS OF NORTHWEST FLORIDA, INC., a Florida, not-for-profit corporation, hereinafter referred to as the “Contracting School” and THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, hereinafter referred to as the “Board” or “District”.

WHEREAS, the Contracting School is approved by the School Board of Escambia County, Florida, as the school conducting programs of education, training and related services for exceptional students; and

WHEREAS, the School Board of Escambia County, Florida wishes to provide a special program of education or training for students who have met the following criteria:

1. The student is a resident of Escambia County, Florida and is enrolled in or has made application for enrollment in the School District of Escambia County, Florida.
2. The student has been appropriately classified as a student with disabilities by the District in compliance with state statutes and all pertinent state and local school board rules and criteria.
3. The student has an Individual Educational Plan (IEP) established, based on assessment results, which indicates specific educational and/or vocational needs, and such plan and needs are agreed upon by the parents of the student and the District.
4. Upon review of the Individual Educational Plan and the educational opportunities available, the District concludes the Contracting School can provide a more appropriate community transition program to meet the needs of the students with disabilities.

WHEREAS, the School Board of Escambia County, Florida believes that the Contracting School can meet the educational and training needs of the students as outlined in the Individual Educational Plans and as evidenced by the Contracting School meeting approval under Rule 6A-6.0361, F.A.C.

For and in consideration of the mutual covenants contained herein, the parties to this Contract agree as follows:

1. The Contracting School shall accept the enrollment of up to five (5) students. These students shall be evaluated by the District as exceptional students and shall be placed in an appropriate educational program to fit the students’ special needs.

2. The term of this Agreement shall be for one (1) school year (or the following portion thereof) beginning July 1, 2020 and terminating on June 30, 2021.
3. The School Board of Escambia County, Florida agrees to pay thirty-two dollars (\$32) per day, per student. This sum shall be billed to the District at the end of each month for the educational program provided each exceptional student. The District shall only be responsible for the educational program of each student. The total contract amount shall not exceed twenty-eight thousand eight hundred dollars (\$28,800). Summer school and the number of days it will operate will be agreed upon by the Contracting School and the Board.
4. Bus transportation will be provided by the District. Students will be expected to follow the School Board of Escambia County, Florida's rules and regulations in regard to school bus transportation. Lunch will be provided by the District.
5. Supplies and equipment necessary to support the activities of the teacher unit will be the responsibility of the District.
6. The parties to this Contract concur that the students named in paragraph one (1) above have been appropriately classified as students with disabilities by the District. An individual education program for each student to be rendered by the Contracting School will become a part of the official record kept by the Contracting School for each student. The program contemplated by this agreement shall be instructional.
7. The Contracting School shall be staffed by qualified personnel as defined in Rule 6A-1.0503, F.A.C. Personnel in the facility shall be certified or licensed in accordance with the standards established by the State. The Contracting School shall provide a list of personnel and their qualifications to the District prior to the beginning of each school year and amend the list periodically as appropriate. All personnel of the Contracting School who have direct contact with the students served by this Contract shall undergo a Level 2 background screening pursuant to Section 1012.465, F.S.
8. The Contracting School shall provide a monthly attendance record to the District. This attendance record shall accompany the monthly invoice. In addition, the Contracting School shall submit progress and evaluation reports on each student to the District. The Contracting School will provide at least quarterly reports to the District on the student's progress in meeting educational goals, and a summary evaluation prior to renewal of the Contract.
9. The Contracting School shall provide with each invoice for services, a list of activities as well as an evaluation of those activities during the invoice period. The Contracting School will be responsible for the development of evaluation instruments as well as the administration of these instruments. Evaluation instruments must be reviewed by district personnel from the Exceptional Student Education Department.
10. A schedule will be devised as appropriate to review the program. Any meeting to review and revise a student's IEP may be initiated and conducted by the Contracting School at the discretion of the District. If the Contracting School initiates and conducts these meetings,

the District shall ensure that the parents and a District representative shall be involved in any decision about the student's IEP and the District shall agree to any proposed changes in the plan before those changes are implemented.

11. The Contracting School agrees in writing that it complies with the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973. The Contracting School will at all times comply with local and state standards for health and safety of the students, whichever are more stringent.
12. District staff shall be permitted to review the program provided by the Contracting School annually and confer with the staff at reasonable times.
13. This Contract may be terminated for any reason or no reason at all, by either party at any time giving sixty (60) days prior written notice to the other party.
14. Jurisdiction and venue for any legal claims arising under the Contract shall lie solely in the Circuit Courts of Escambia County, Florida.
15. The attached addenda entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" and "ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" are hereby agreed to and incorporated herein by reference.

(THIS SECTION INTENTIONALLY LEFT BLANK)

CONTRACT BETWEEN
NEW HORIZONS OF NORTHWEST FLORIDA, INC.
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, said parties have entered into this Contract on the 19th day of May, 2020 to become effective July 1, 2020 through June 30, 2021.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
Patricia Hightower, Chair

Attest:

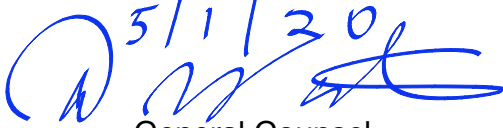
By: _____
Malcolm Thomas, Superintendent

NEW HORIZONS OF NORTHWEST FLORIDA, INC.

By: _____
Millicent Robinson, Administrator

By: _____
Susan Harman, Program Director

Approved for Legal Content
For May, 2020 Agenda

5/11/20

General Counsel
Escambia County School District

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the School Board to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
 - 2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the School Board's custodian of public records, provide the School 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 for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.
- 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 contract term and following completion of the contract if the Contractor does not transfer the records to School Board.
- D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Initials of Each Signatory:

 Donna Sessions Waters
 General Counsel
 Escambia County School Board
 75 North Pace Blvd.
 Pensacola, FL 32505
02/28/2020

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 of 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	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

State of Florida
Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____