



CENTER for ASSESSMENT, STRATEGIC  
PLANNING, EVALUATION and RESEARCH

## CONTRACT FOR EVALUATION SERVICES

*Center for Assessment, Strategic Planning, Evaluation and Research, LLC  
d.b.a. CASPER, LLC*

***Corporate Headquarters:***

6707 193<sup>rd</sup> Street East  
Bradenton, Florida 34211

***Authorized Representatives for Contract***

Charles E. Byrd, Ph.D.  
President and CEO, CASPER  
6707 193<sup>rd</sup> Street East  
Bradenton, Florida 34211  
Phone: (352) 262-3357  
Email: [contact@casperfl.com](mailto:contact@casperfl.com)

**AGREEMENT between:**

**Suwannee County School District** (hereinafter referred to as “**Client**”) having its principal place of business at: 1729 Walker Avenue, SW, Ste. 200, Live Oak, Florida 32064, with the principal contacts being Superintendent Ted Roush (Superintendent of Schools; [ted.roush@suwannee.k12.fl.us](mailto:ted.roush@suwannee.k12.fl.us)) and Janene Fitzpatrick (Assistant Superintendent of Instruction, [janene.fitzpatrick@suwannee.k12.fl.us](mailto:janene.fitzpatrick@suwannee.k12.fl.us)).

**And**

**Center for Assessment, Strategic Planning, Evaluation and Research, LLC (d.b.a. CASPER)** having its principal place of business at 6707 193<sup>rd</sup> Street East, Bradenton, Florida, 34211 (phone: 352-262-3357; Email: [contact@casperfl.com](mailto:contact@casperfl.com)).

WHEREAS **CASPER** has agreed to provide services to **Client** set out in clause (2) hereof AND the parties have agreed and do hereby agree that the terms of such agreement be put into writing, NOW THEREFORE the parties agree to be bound by the following terms and conditions:

### **1. The Term**

This agreement will commence immediately and terminate no later than August 31, 2019. This contract covers work performed starting August 1, 2018. This contract is available for renewal based on successful completion of contract services and continued funding under the 21<sup>st</sup> Century Community Learning Centers initiative.

## 2. Scope of Services

**CASPER** will perform the services as described within the Scope of Services (“the Service”). Nothing contained in this contract will be construed as or have the effect of constituting a relationship of employer and employee between the parties to this agreement. The **Client** agrees to provide any necessary data to aid in the evaluation process, including quantitative and qualitative data and general descriptive information necessary to complete the evaluation reports (e.g., prior agency success, student data, etc.). In addition, the **Client** agrees to furnish all necessary descriptions of activities and services at each of the identified site locations. The 21<sup>st</sup> CCLC proposal is firmly rooted in a commitment to continuous improvement, with the cornerstone being a logical process of planning, data collection, analysis, reporting, and refining. **CASPER will provide the following services for the Suwannee County School District 21<sup>st</sup> CCLC Programs:**

1. ***Continuous Improvement:*** CASPER will provide assistance and oversight of the ongoing evaluation using the Continuous Improvement Model (CIM). This will include, at minimum, the following: individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on objectives and outcomes. The immediate and individualized feedback provided through CIM is particularly important for implementation of this 21<sup>st</sup> CCLC model to help guide and ensure the highest impact for each student. The overall evaluation process is designed to provide a structure to (1) generate information for ongoing program/activity refinement, (2) assessing progress in meeting outcomes, (3) documenting/ analyzing how the model works in practice, and (4) documenting/analyzing changes in targeted student’s actions, attitudes, knowledge, performance.
2. ***Objectives and Evaluation Plan:*** CASPER will provide The Suwannee County School District with objective language, needs assessment data (based on district and state databases) to establish objective benchmarks, justification for benchmarks, description of assessment process for each objective, method for mid-year assessment and end-of-year assessment for each objective, and method for collecting data on each metric. These items will be submitted to the FLDOE under the RFA and/or RFP systems on behalf of The Suwannee County School District (they will be reviewed by the grant's office and program prior to submission - which is completed by The Suwannee County School District). The evaluator will also provide the narrative required for the evaluation section of the RFAs and RFPs - including a description of the evaluator, evaluation plan, and method for ensuring continuous improvement.
3. ***General Training and Assistance:*** CASPER will provide evaluation training and assistance, as requested or required, regarding data collection, selection of data elements, data storage, evaluation planning, development of recommendations under CIM, and use of evaluation findings for planning and revising program activities. The training can be provided in small groups (e.g., training provided during the conference in past years to specialists), during office meetings, or individually (e.g., sitting down with each site

coordinator regarding use of the new master database and attendance sheet). Training is always available when the evaluator is already in town visiting sites. NOTE: The FLDOE does not allow the evaluator to be paid for trainings under the 21st CCLC grant, as being paid for trainings under the grant creates a potential conflict. These are not professional development trainings, but are designed to provide a better evaluation experience for all stakeholders.

4. **Data Collection and Survey Support:** CASPER provides ongoing support and technical assistance to the Director and other requested 21st CCLC staff in data collection and survey development for proposed performance indicators (if necessary). CASPER provides assistance with survey development for performance indicators not originally proposed, but only insofar as the surveys and indicators are used for the 21st CCLC program.
5. **Adult Literacy and Performance Survey (ALPS):** CASPER has developed and will provide to Suwannee County School District the ALPS for use in the 21<sup>st</sup> CCLC program. This survey is provided to adult participating in the program's literacy nights, as required by the FLDOE. This is provided without fee for use by Suwannee County School District only for those grants where CASPER is the evaluator. A database will also be developed and provided to the program (for each site) to utilize when collecting ALPS data.
6. **Master Student Database:** CASPER will develop and maintain the Master Student Database for the 21<sup>st</sup> CCLC program. This database will be designed to collect all necessary data for the program over the course of the year, thus ensuring all deliverables can be submitted timely. The master student database will be a complex spreadsheet, completed at the site level and sent to the evaluator periodically through the year (for the purposes of creating & submitting deliverables to FLDOE).
7. **Periodic Database Submissions:** CASPER will submit state-mandated databases at least three times per year (or as often as required by the FLDOE). This submission includes: (1) obtaining information from The Suwannee County School District and the associated site locations; (2) pulling data from district data provided within the master student databases; (3) cleaning and compiling student monthly attendance by site; (4) cleaning site-level assessment data; (5) de-identifying the database according to The Suwannee County School District and AEA rules and policies; (6) submitting the databases to the FLDOE; (7) cleaning and submitting a separate database for adult performance data.
8. **Site Visits:** CASPER enjoys the opportunity to visit as many sites as possible during site visits with the program during the Fall, Spring, and Summer. CASPER will visit the program at least once, as per agreement with The Suwannee County School District should CASPER be awarded the contract(s). There is no minimum required number of visits by the FLDOE, though it would be expected that the evaluator visit the agency at least once during the course of the program year. The program has access to site visit forms used by CASPER, if they chose to complete their own site visits before or after the CASPER visit. The visits are designed to be informal assessment of program operations, and CASPER does not evaluate staff members or school facilities.
9. **Interim Debriefing:** A debriefing will be held after site visits and program visits, either in person or via teleconference. The debriefing will provide findings and recommendations

for the program to improve the quality of 21<sup>st</sup> CCLC activities and help ensure progress towards program objectives. A written report may be provided based on site visits when there is not an opportunity for a debriefing. While not always necessary, the written report has proven helpful in the past to provide feedback to all stakeholders interested in feedback from the site visits. A written report will only be provided if mutually agreed upon by CASPER and The Suwannee County School District.

10. ***Student Daily Attendance (State Submission):*** To assist with the deliverables process, CASPER will provide The Suwannee County School District assistance in submitting the daily attendance for each site and each day of operations. The daily attendance is collected by sites, submitted to the program director assigned, checked against sign-in sheets, and sent to the evaluator. The evaluator then cleans the data and checks for any abnormalities or issues (e.g., attendance when the program did not operate, duplicated students, etc.). Once clean, the data are entered for each day in the FLDOE online system or associated excel sheet. These attendance data are also entered into the master student database by student and by month.
11. ***Deliverables Verification:*** In checking the daily attendance and/or upon request, CASPER will enter the online deliverable system (if available) and check each deliverable submitted for relative accuracy and completeness. If possible, CASPER will provide assistance if a deliverable is likely to be denied. The FLDOE changes the rules for deliverables each year, so deliverables that were once approved might now be denied, but CASPER will provide as much assistance as possible.
12. ***Mid-Year Evaluation Report:*** The mid-year evaluation report utilizes data provided for the mid-year database. The mid-year report is a data-only report, where CASPER analyzes data provided at mid-year (e.g., 1<sup>st</sup> and 2<sup>nd</sup> semester course 'grades', state standardized test scores, pre-post assessments, ALPS performance data, etc.). The analysis is relatively basic, and is provided on a form required by the FLDOE (alterations to the form are forbidden by the FLDOE). The data are not generally interpreted, though CASPER has long provided an interpretation of the data elsewhere on the Objective Assessment and Data Collection Tool (the tool wherein the mid-year report is located). This is submitted for each grant project and cannot be combined.
13. ***Formative Evaluation Summary:*** The formative evaluation summary is provided based on the data submitted during the mid-year evaluation report. The evaluator must use the same data submitted at mid-year, as per FLDOE requirements. Using the same form (Objective Assessment and Data Collection Tool), the evaluator provides recommendations based on both 'data collection' and 'program operations' for each of the objectives approved under each 21<sup>st</sup> CCLC grant. This is submitted for each grant project and cannot be combined.
14. ***End-Of-Year Report:*** The end-of-year evaluation report utilizes data provided for the end-of-year database. As with the mid-year report, this is also a data-only report, where CASPER analyzes data provided at the end-of-year (e.g., 1<sup>st</sup> and 4<sup>th</sup> semester course 'grades', state standardized test scores, pre-post assessments, ALPS performance data, etc.). The analysis is relatively basic, and is provided on a form required by the FLDOE

(without alteration). The data are not generally interpreted, though CASPER has long provided an interpretation of the data elsewhere on the Objective Assessment and Data Collection Tool (the tool wherein the end-of-year report is located). This is submitted for each grant project and cannot be combined.

15. **Summative Evaluation Summary:** The summative evaluation summary is provided based on the data submitted during the end-of-year evaluation report. The evaluator must use the same data submitted at the end-of-year, as per FLDOE requirements. Using the same form (Objective Assessment and Data Collection Tool), the evaluator provides recommendations based on both 'data collection' and 'program operations' for each of the objectives approved under each 21<sup>st</sup> CCLC grant. This is submitted for each grant project and cannot be combined. These data and recommendations must be consistent with the Summative Evaluation Report.
16. **Summative Evaluation Report:** This is the most comprehensive element of the evaluation process. The end-of-year report guides the summative evaluation (as they must align entirely), but the summative evaluation report has additional information on overall program outcomes and more detailed information about those activities and operations with the greatest impact and success. The summative evaluation encompasses the prior academic year and the immediately preceding summer programming. The purpose of the evaluation is aimed at recording and developing a model that can be applied in other settings, as well as providing a comprehensive report that can be shared with stakeholders (note the report must be uploaded to the program website and is available from the FLDOE website). The summative evaluation includes all elements of program operation (e.g., hours, days); activities; enrollment and attendance; measures of academic performance; feeder schools; staff information; and partnerships. Recommendations for program refinement are provided and based on both quantitative and qualitative data. The summative evaluation report also provides a means for the FLDOE to validate data submitted to the federal government.
17. **Annual Performance Report (Federal Data Submission):** CASPER provides all necessary manpower to clean data, aggregate data, and categorize data for submission to the United States Department of Education Annual Performance Report system (21APR; previously PPICS). The 21APR is a comprehensive data collection system that requires a substantial amount of work to aggregate and submit data for each site. CASPER fully completes the 21APR on behalf of the program to ensure compliance with state and federal rules and regulations. These data are mandated under federal law, and must be submitted to avoid forfeiture of 21<sup>st</sup> CCLC grants under the agency.
18. **Refinement:** CASPER will assist in refining and addressing any identified concerns. CASPER will also assist, if requested, with revisions of objectives based on future needs assessments and proposed activities aligned to objectives and student needs.
19. **CASPER** will be available by telephone and email to ensure timely communication necessary to accomplish the required work.

### 3. Compensation (Evaluation)

Most federal projects determine reasonable evaluation costs as 10% of the total grant. While such percent-based allocations are easier to determine, CASPER disagrees with such blanket allocations. As such, this evaluation contract is based on a more appropriate estimate of less than 5% of the total grant award. CASPER believes proposing a lower amount per grant will provide the highest quality of services, while also maximizing available project funding for direct use with 21<sup>st</sup> CCLC students and direct evaluation costs for each grant project.

The **Client** agrees to compensate **CASPER** at a fixed rate for the indicated 21<sup>st</sup> CCLC project for which CASPER is the lead evaluator. The fixed price contract represents a savings to the 21<sup>st</sup> CCLC program, as standard fees for evaluation services on federal grants are at least 10% of the total grant. Total costs estimated using standard federal rates would be up to \$20,000 for this 21<sup>st</sup> CCLC grant. Even the 5% maximum budget allowed by The Suwannee County School District grants would be nearly \$10,000. Given CASPER's past working history with Florida's Boys & Girls Clubs, a discounted rate is proposed to ensure maximum funding is allocated to direct student services and ensure the program has sufficient funds to offset other data management costs. The fixed price contract is estimated based on \$100 per hour cost for an estimated 270 hours per grant (estimated: 40 hours per grant for program visits (preparation and execution); 60 hours per grant for database development and maintenance (multiple submissions and updates); 80 hours per grant for evaluation support, data analysis, and reporting requirements; 20 hours per grant for bi-weekly meetings regarding program progress and troubleshooting; 40 hours per site for direct quality assistance, and 30 hours per grant for the 21APR submission multiple times throughout the year). Grants with smaller budgets are given further discounts to maximize funding for students. This total cost includes all stationary, telephone, utilities, travel expenses, taxes, licenses, and insurances associated with the evaluation services described above. Costs do not include printing, postage, online services, and/or travel in excess of that described above. CASPER agrees to provide, in kind, the difference between the 10% federal estimate for evaluation services and the fixed price contract.

Although an hourly rate was used to estimate total costs, the fixed price is based on a Service Fee Base Rate. CASPER understands that the Service Fee Base Rate will be maintained as the evaluation cost for the duration of each of the grants included in this request for bid. As such, even if the total grant award increases or decreases (e.g., the grants may decrease by 20% in the third year), CASPER will be contracted for the portion of the total grant amount equal to the Service Fee Base Rate. The Service Fee Base Rate is significantly (20%) lower than the 5.0% rate allowable by the FLDOE under 21<sup>st</sup> CCLC. The proposed Service Fee Base Rate is indicated in the following table for each grant individually. The following cost schedule for the fixed price contract is based on payments being 'triggered' by specific deliverables. Rather than paying for every deliverable, CASPER proposes a limited number of deliverables to 'trigger' a payment (upon invoice). Payments are made when the noted 'keystone' deliverables are met and submitted to the Suwannee County School District. The Suwannee County School District may choose to pay CASPER on a monthly basis. In this event, the table on the following page will serve to indicate the amount CASPER may not charge or must refund if a specific deliverable is not completed in the timeframe provided under the contract and/or FLDOE RFP deadlines.

**Suwannee County School District  
21<sup>st</sup> Century Community Learning Centers**

*Suwannee County School District*

1) Continuous Improvement / Guidance	Complimentary
2) Evaluation Support and Training	Complimentary
3) Data Collection and Survey Support	Complimentary
a. Student Master Database	<b>\$2,000</b>
b. Adult Performance Database	Complimentary
c. Pre-Post Review and Support	Complimentary
d. Literacy Performance Survey	Complimentary
e. Monthly Attendance Support	Complimentary
4) On-Site Evaluation Visits:	--
a. Visit 1 (Fall or Spring)	<b>\$3,000</b>
b. Visit 1 Debriefing Meeting	Complimentary
c. Visit 2 (Spring or Summer)	Discretionary
d. Visit 2 Debriefing Meeting	Discretionary
5) Data Collection and Reports:	--
a. Baseline Database	Complimentary
b. Baseline Database Update	Complimentary
c. Mid-Year Database	Complimentary
d. Mid-Year Data Report	<b>\$5,000</b>
e. Formative Evaluation Summary	<b>\$5,000</b>
f. Formative CIM Response	Complimentary
g. End-of-Year Database	Complimentary
h. End-of-Year Data Report	<b>\$5,000</b>
i. End-of-Year Data Summary	Complimentary
6) Summative Evaluation Report	<b>\$5,196</b>
7) Federal Data Submission (21APR)	Complimentary
8) Feedback and Debriefings	Complimentary
9) Improvement / Refinement Support	Complimentary
10) Objectives and Evaluation Plan	Complimentary
11) Bi-Weekly Communication (On Request)	Complimentary

<b>Proposed Evaluation Costs</b>	<b>\$25,196</b>
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<b>Proposed Service Fee Base Rate</b>	<b>3.60%</b>
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21st CCLC Grant Award	\$699,884
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Maximum Service Fee (5.0%)	\$34,995
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*Total for grant and evaluation costs are estimated, with the service fee base rate at 3.60%. This is significantly lower than the total allowable evaluation costs for the Suwannee County School District grants, allowing \$9,798 for data entry support within the Suwannee County School District.*

#### 4. Compensation (Professional Development)

The Client may request **CASPER** to provide additional professional development to active 21<sup>st</sup> CCLC staff under this contract. Whereas **CASPER** is a known resource for professional development trainings about 21<sup>st</sup> CCLC and the afterschool movement, the **Client** agrees to compensate **CASPER** at a fixed rate of \$2,500 for each day of professional development to staff of this grant, if requested, with a minimum of two days of training. Professional development trainings may include general 21<sup>st</sup> CCLC trainings and development of high-quality afterschool programs. The **Client** agrees to compensate **CASPER** a fixed rate, as above, to include preparation, travel, and provision of the professional development workshops for 21<sup>st</sup> CCLC staff. Although fixed price, costs are estimated at 25 hours (15 hours preparation, 10 hours training over two days) at \$150 per hour and \$1,250 for all travel costs. Costs do not include printing.

The entire cost for professional development sessions must be paid in full prior to provision of services. A separate invoice will be provided to **Client** for each professional development training. The **Client** is responsible for ensuring participation and tracking attendance for reporting to the Florida Department of Education.

#### 5. Meetings

**CASPER** and the **Client** will attend meetings via telephone, as required or requested, in order to discuss aspects of this agreement and the Services.

#### 6. Expenses

Reasonable expenses (1) when properly and necessarily incurred beyond the scope of this contract and (2) with prior written approval from **Client** will be paid by **Client**. **CASPER** will ensure that expense forms, where appropriate and where provided by **Client** to **CASPER**, are completed and delivered to **Client** as soon as practicably possible following the expense actually occurring.

#### 7. Overtime

No minimum hours are promised and no overtime will be paid by **Client** to **CASPER**. **CASPER** agrees to work within the agreed budget specified. At the sole discretion of **CASPER**, additional days or hours may be worked as required to ensure the timely and complete delivery of the project, and, at its own cost, **CASPER** will carry out any steps necessary to make good the quality and suitability of the project deliverables. By exception, and at the request of **Client**, **CASPER** may be requested to work additional hours to meet unforeseen requirements. In this circumstance, additional work will be paid at the rate of \$150.00 per hour, or on a pro rata basis.

#### 8. Warranties / Guarantee

**CASPER** warrants that it has the necessary expertise, skill and experience to provide the Service and will provide unbiased and independent advice in respect of the Service. **CASPER** warrants that it will comply with representations and descriptions in respect of the Service including, but not limited to, capabilities, performance, completeness, accuracy, characteristics and specification.

**CASPER** warrants that the Service and any material or materials supplied or obtained by **CASPER** in connection with this agreement will not in any manner or way infringe or violate any third party proprietary rights including but not limited to any copyright, patent, trademark, trade name, registered design, trade secret, proprietary information, contractual, property, employment or non-disclosure rights.

**CASPER** shall use all resources at **CASPER's** disposal to perform duties as assigned and agreed to by both parties, and shall submit same in good faith. However, no guarantee of continued funding for the **Client** is implied or promised by **CASPER**. In addition, **CASPER** and **Client** recognize that performance of tasks in Section 2 necessitates communication and information exchange between the parties and with funders, and that delay in completing the tasks may occur if there are delays with information exchange. **Client** also recognizes that **Client** is responsible for any acknowledgments and reports to funders, unless otherwise determined by Agreement.

## 9. Indemnity and Insurance

**CASPER** will indemnify **Client** against professional loss, damage, costs and expenses which **Client** may incur as a consequence of any act, omission, negligence or default of **CASPER**, its employees, subcontractors, assignees or agents in connection with or in performance of the Services.

Likewise, **Client** will indemnify **CASPER** against professional loss, damage, costs and expenses which **CASPER** may incur as a consequence of any act, omission, negligence or default of **Client**, its employees, subcontractors, assignees or agents in connection with or in performance of the Services.

**CASPER** believes in protecting clients and stakeholders of the 21st CCLC programs under evaluation. As such, **CASPER** currently carries a number of insurance policies. Upon request, all clients are added to these policies as an "additional insured" and are provided certificates as such. Insurances are subject to change, but currently include:

- Professional Liability (Grant Writing / Evaluation) (Lloyds of London): \$500,000
- General Liability (Hartford Insurance): \$1,000,000
- Personal and Advertising Injury (Hartford Insurance): \$1,000,000
- Products and Services Liability (Hartford Insurance): \$2,000,000
- Damage to Premises (Hartford Insurance): \$1,000,000
- Business Owners (Hartford Insurance): \$1,000,000
- Automobile Liability (Hired) (Hartford Insurance): \$1,000,000
- Workers Compensation (Hartford Insurance): 1,000,000

## 10. Ownership

All Intellectual Property Rights, including copyrights, in and to any software, documentation, drawings, data, information, database, writings, or other product created or produced by **CASPER** in performing the Services under this Agreement will be the property **CASPER**. Contingent upon payment for services, **CASPER** hereby authorizes unlimited use, present and future, of any software, documentation, drawings, data, information, database, writings, or other product created or produced exclusively through this Agreement. The **Client** hereby agrees to reference **CASPER** by full name (i.e., **Center for Assessment, Strategic Planning, Evaluation and Research**) when using any said product, either in whole or in part.

This clause in no way limits or transfers the Intellectual Property Rights of the **Client** in and to any software, documentation, drawings, data, information, database, writings, or other product originally owned, purchased, or developed by **Client** and used during the execution of this contract. **CASPER** will not obtain rights in any data, materials, or systems otherwise utilized or provided by **Client** in connection with this agreement. At the request and expense of **Client**, **CASPER** will do all things and sign all documents or instruments reasonably necessary in the opinion of **Client** to enable **Client** to obtain, defend and enforce its rights in any such data, materials or systems. Upon request by **Client**, **CASPER** will promptly deliver to **Client** copies of such data, materials or systems that may be in the possession, custody or control of **CASPER**.

The provisions and requirements of this clause will survive the expiration or termination of this Agreement.

## **11. Confidentiality**

**CASPER** will maintain as confidential all information obtained under or in connection with this Agreement and will not divulge such information to any person (except to their own employees or subcontractors and then only to those employees or subcontractors who need to know same) without the **Client's** prior written consent.

The **Client** will maintain as confidential all information obtained under or in connection with this Agreement and will not divulge such information to any person (except to their own employees who need to know same) without **CASPER's** prior written consent.

This clause will not extend to information which was rightfully in the possession of **CASPER** or the **Client** prior to the commencement of the negotiations that led to this Agreement, which was already in the public domain or becomes so at a future date (other than as a result of a breach of this clause), or is discoverable under the public record laws of Florida (if applicable).

The **Client** agrees to allow **CASPER** to use the **Client's** legal name and unaltered logo, if available, in print, electronic, and web-based materials as a current or past client of **CASPER**. **CASPER** agrees to allow the **Client** to use **CASPER's** full legal name and unaltered logo, if desired, in print, electronic, and web-based materials as a consultant and/or contractor of the **Client**, including the nature of and satisfaction with said services.

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

These obligations of confidentiality will survive the expiry or any termination of this agreement.

## **12. Certification Regarding Debarment and Suspension**

As required by Executive Order 12549, the undersigned representative of **CASPER** certifies, to the best of his or her knowledge and belief, that **CASPER** and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **13. Offers of Employment**

**CASPER** will not make any approach to any member of staff of **Client**, nor will **CASPER** offer employment to any of **Client** employees or contractors either during this Agreement or for a period of six months from the termination or expiry of the Agreement.

**Client** will make no approach or offer relating to employment to any employees or subcontractors of **CASPER** during this agreement. **Client** will not accept the services of any such employee or subcontractor for a period of six months immediately following the termination or expiry of this Agreement except (a) on further assignment from **CASPER** or (b) as a permanent recruit in which event a fee of 15% (fifteen percent) of his or her initial base salary will be payable by **Client** to **CASPER** at the discretion of **CASPER**.

### **14. Independence**

**CASPER** and its employees and subcontractors are independent contractors and nothing in this Agreement will render them an agent or partner of **Client**, and **CASPER** will not hold themselves out as such. **CASPER** and its employees and subcontractors will not have any right or power to bind **Client** to any obligation.

**CASPER** is retained or engaged by **Client** only for the purposes and to the extent set forth in this Agreement. **CASPER's** relation to **Client** will, during the period or periods of this Agreement, be that of an independent contractor and, as such, **CASPER** will be free to dispose of such portion of its time, energy and skill, when **CASPER** is not obligated under this Agreement, in such a manner as **CASPER** sees fit.

This Agreement will not establish a joint venture, agency or partnership between **Client** and **CASPER** beyond that explicitly detailed in the finalized grant applications funding the services of this Agreement (i.e., external evaluation and staff trainings).

**CASPER** will not be considered under this Agreement, or otherwise, or in any way, as having the status of employee or being entitled to participate in any plans, schemes, arrangements or distributions by **Client** pertaining to, or in connection with, any person, stock, bonus, profit sharing or other benefits provided ordinarily by **Client** to its employees.

## 15. Termination

- (a) This agreement may be terminated by mutual agreement of **CASPER** and **Client**. With mutual agreement, **Client** will have no liability in respect of costs incurred following the expiration of such notice.
- (b) This agreement may be terminated immediately by either party on giving notice in writing to the other, if the other party has a receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other party becomes subject to an administration order or enters into a voluntary arrangement with its creditors or ceases or threatens to cease to carry on business.
- (c) Should **CASPER** or any of its employees or subcontractors or agents commit, in the sole opinion of **Client**, a gross breach of contract or be guilty of gross misconduct, **Client** will be entitled to terminate this agreement immediately.
- (d) In the event that **CASPER** or its employees or subcontractors are absent during the Service and, in the sole opinion of **Client**, that **CASPER** has been or will be absent for a period of time unacceptable to **Client**, but not less than 45 calendar days, **Client** will be entitled to terminate this agreement immediately.
- (e) Any termination of this agreement, however occasioned will not affect any accrued rights or liabilities of the other party, nor will it affect the coming into force, or the continuance in force, of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## 16. Force Majeure

Notwithstanding anything else contained in this Agreement, neither party will be liable for any delay in performing its obligations herein, if such delay is caused by circumstances beyond its reasonable control (including, without limitation, any delay caused by an act or omission of the other party).

Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of such party's obligations will be suspended during the period that the said circumstances persist, and such party will be granted an extension of a time period for performance of duties and obligations under this agreement equal to the period of the delay.

This to be the case except where said delay is caused by the act or omission of the other party, in which event the rights, remedies and liabilities of the parties will be as conferred by the other clauses and terms of this Agreement and by law:

- (a) Any costs arising from such delay will be borne by the party incurring the same, and
- (b) either party may, if such delay continues for more than eight weeks, terminate this Agreement on giving notice in writing to the other in which event neither party will be liable to the other by reason of such termination.

### **17. Waiver of Remedies**

No forbearance, indulgence or delay by either party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party, nor will any waiver of its rights operate as a waiver of any subsequent breach. No right, power or remedy in the Agreement conferred upon or reserved for either party is exclusive of all other rights, powers or remedies available to that party and each such right, power or remedy will be cumulative.

### **18. Entire Agreement**

This Agreement supersedes all prior arrangements, agreements and understandings between the parties. No addition to or modification of any provision of this Agreement will be binding upon the parties unless made by written instrument and signed by an authorized representative of each of the parties.

### **19. Assignment**

Neither party will assign or transfer this Agreement or any of its rights or obligations herein, whether in whole or in part without the prior written consent of the other.

### **20. Notices**

All notices that are required to be given under this agreement will be in writing and will be sent to the address of the appropriate party as set out in this Agreement or such alternative address the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, by first class pre-paid letter or facsimile transmission and will be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when dispatched.

### **20. Headings**

The headings to and numbering of the clauses of this Agreement are for ease of reference only and will not affect the interpretation, application or construction of this Agreement.

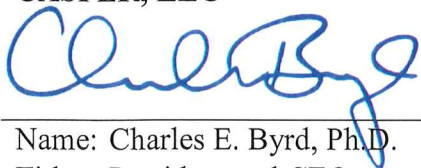
### **22. Law**

This Agreement will be governed by and construed in accordance with the Laws of the State of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

This agreement shall constitute the entire agreement between the parties. This agreement may be terminated or renegotiated by either party in accordance with this contract.

CASPER, LLC



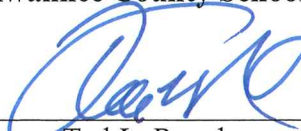
Name: Charles E. Byrd, Ph.D.

Title: President and CEO

Date: 03/01/2019

EIN: 27- 4660705

Suwannee County School District

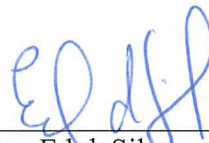


Name: Ted L. Roush

Title: Superintendent of Schools

Date:

APR 23 2019



Name: Ed daSilva

Title: Board Chairperson

Date:

APR 23 2019

/\*\*/\*\*/



"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

## **EXHIBIT A**

### **Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, [VICKIE.DEPRATTER@SUWANNEE.K12.FL.US](mailto:VICKIE.DEPRATTER@SUWANNEE.K12.FL.US), OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District 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 or otherwise provided by law.

You must ensure that public records which 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 the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

### **REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).