AGREEMENT BETWEEN THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O (EAST COAST TECHNICAL ASSISTANCE CENTER) AND THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and the School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

WHEREAS, The School Board of Seminole County on behalf of the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the member district wishes to enter into an agreement with the School Board of Seminole County, Florida, for support and technical assistance regarding its Title I and other ESEA programs.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2020. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.

2. Payment. The member district agrees to pay to The School Board of Seminole County, Florida, the amount of $8,000 for services provided under this Agreement. The School Board of Seminole County, Florida, shall submit an invoice no later than July 31, 2019 and the member district shall remit payment within forty-five (45) days of the invoice date.

3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the member district. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.

4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, The School Board of Seminole County, Florida, shall immediately cease providing services as described in paragraph 3 above, and the member district shall be entitled to a pro rata refund of funds paid in advance for the 2019-2020 school year, pursuant to paragraph 2 above.

5. Background Screening. ECTAC acknowledges that all of its staff, employees, and/or agents which are permitted access on school grounds when students are present, or which have any direct contact with students, shall at all times be within line-of-sight supervision by member district.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida Statute, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:	Walt Griffin, Ed.D., Superintendent The School Board of Seminole County, Florida 400 E. Lake Mary Blvd Sanford, FL 32773-7127
With a copy to:	Mrs. Marjorie Murray, Director East Coast Technical Assistance Center 400 E. Lake Mary Blvd. Sanford, FL 32773-7127
If to member district:	Ted L. Roush, Superintendent The School Board of Suwannee County, Florida 1729 Walker Avenue, SW, Suite 200 Live Oak, FL 32064
With a copy to:	Kecia Robinson, Director Federal Programs 1729 Walker Avenue, SW, Suite 200 Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the member district has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that The School Board of Seminole County, Florida, has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within The School District of Seminole County, Florida for purposes related to The School Board of Seminole County, Florida, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) year period, 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 agreement under 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 or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. Member District agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) Member District shall keep and maintain public records required by the School Board to perform the service.

(b) Member District shall 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Member District shall ensure that public records that are exempt or that are confidential and exempt from the 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 Member District does not transfer the records to the School Board; and

(d) Member District upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Member District or keep and maintain the public records required by the School Board to perform the service. If the Member District transfers all public records to the School Board upon completion of the contract, the Member District shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Member District keeps and maintains public records, upon completion of the contract, the Member District shall meet all applicable requirements for retaining public records. All records stored 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.

The parties agree that if the Member District fails to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT 407-320-0466, carolyn_bedsole@scps.k12.fl.us, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race,

age, religion, color, gender, national origin, marital status, disability, sexual orientation or any other basis prohibited by law.

16. Equal Opportunity and Affirmative Action. The parties affirm that they are each equal opportunity and affirmative action employers and shall each comply with all applicable federal, state, and local laws and regulations pertaining thereto.

17. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Member District.

AGREEMENT BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O
(EAST COAST TECHNICAL ASSISTANCE CENTER)
AND
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA:

By: Tina Calderone
Tina Calderone, Ed.D., Chairman

Date Approved: April 23, 2019

ATTEST:

By: Walt Griffin
Walt Griffin, Ed.D., Superintendent

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA:

By: Ed daSilva

Print Name: Ed daSilva

Title: Board Chairman

Date: AUG 27 2019

ATTEST:

By: Ted L. Roush

Print Name: Ted L. Roush

Title: Superintendent of Schools

Reviewed & Approved/ Date: 9/6/19
Cheryl Olson, Director of Purchasing

EXHIBIT A
ECTAC TECHNICAL ASSISTANCE SERVICES

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
    a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statue.
    b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
    c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
    d. effectively utilizing Title I resources, and other resources in the school improvement/school reform process.
    e. the implementation of effective instructional strategies and evidence-based best practices.
    f. building capacity for the effective engagement of families in the education of their children.
    g. networking with high performing/high poverty schools across the state for the purpose of sharing effective practices.
    h. accessing other collaborative service providers, such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEPA), National Association of Federal Education Program Administrators (NAFEPA), as well as other offices and organizations.
    i. advocating for the needs of the Local Educational Agencies (LEAs).
    j. other areas as necessary.
2. providing member meetings including professional development at least three (3) times per year.
3. co-sponsoring two (2) forums per year with FASFEPA.

EXHIBIT B
OPERATING PROCEDURES

The name of the Center will be the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

Purpose:

The purpose of ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

Members:

Membership in ECTAC will be open to all school districts in Florida.

Advisory Board:

An Advisory Board will guide the proper development, approval, and execution of the operation of ECTAC.

Advisory Board Members:

The Advisory Board will be composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

Election and Term of Advisory Board Members:

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to make it effective.

Quorum of the Advisory Board:

A simple majority of the Advisory Board members will constitute a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

Meetings of the Board:

An annual meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings will be shared with general membership.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

Absence of Board Members:

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

Fiscal Year:

The fiscal year of the organization will be aligned July 1 to June 30.

Fiscal Agent:

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC member district.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to member districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC member districts.

Agreement:

An agreement for ECTAC services will be executed annually with ECTAC member districts. The agreement will include attachments of the description of services and operating procedures.

Website:

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

Representation in State and National Organizations, Committees, and Meetings:

The ECTAC staff will represent ECTAC member districts in state and national organizations, committees, and meetings as appropriate.

INVOICE

MARJORIE MURRAY
DIRECTOR

Seminole County Public Schools

400 East Lake Mary Blvd
Sanford, Florida 32773

Phone
407-320-0244
407-320-0302

Fax
407-320-0293

Website
www.ectacfl.net

Invoice Number: 2020-046-ECT
Invoice Date: 7/1/2019

Purchase Order #

Bill To:
Suwannee County School District
Kecia Robinson, Director
Federal Programs
1729 Walker Avenue, SW, Suite 200
Live Oak, Florida 32064

Remit To:
Marjorie Murray
East Coast Technical Assistance Center
Seminole County Public Schools
400 East Lake Mary Boulevard
Sanford, Florida 32773

Item	Quantity	Unit		Unit Price	Total
1	1	ea	The East Coast Technical Assistance Center (ECTAC) agrees to provide The Suwannee County School District with specific program activities and deliverables for the 2019-2020 school year as specified by the approved contract, the TITLE I Project applications, and other services as agreed upon by both parties. For these services and deliverables, The Suwannee County School District agrees to pay the East Coast Technical Assistance Center an amount of $8,000.00. This payment portion will encompass the project period thru June 30, 2020.	$8,000.00	$8,000.00

Subtotal	$8,000.00
Tax	
Shipping	
Misc	
Balance Due	$8,000.00

Notice to Remitter: Return a copy of this invoice with remittance to ensure proper credit to your account. Include invoice number on your check.

Walt Griffin, Ed.D.
Superintendent

REMITTANCE

Date:
Amount Enclosed:

ECTAC Funding Structure - School Year 2019 - 2020

	District	17-18 Survey 3	Annual Fee
1	GLADES	1421	1000
2	HAMILTON	1603	2000
3	UNION	2303	2000
4	FLORIDA VIRTUAL	2551	2000
5	WAKULLA	3023	4000
6	BRADFORD	3199	4000
7	BAKER	3750	4000
8	DESOTO	4967	4000
9	HARDEE	5268	8000
10	MONROE	5351	8000
11	LEVY	5574	8000
12	OKEECHOBEE	5584	8000
13	SUMTER	5608	8000
14	SUWANNEE	5917	8000
15	HENDRY	7364	8000
16	FLAGLER	8986	8000
17	COLUMBIA	9146	8000
18	MARTIN	9158	8000
19	HIGHLANDS	10379	12000
20	PUTNAM	10826	12000
21	ST. JOHNS	10913	12000
22	INDIAN RIVER	11091	12000
23	CITRUS	11175	12000
24	CHARLOTTE	12517	12000
25	LEON	15808	12000
26	HERNANDO	18517	12000
27	ALACHUA	21318	12000
28	SARASOTA	22975	12000
29	LAKE	29291	12000
30	ESCAMBIA	30715	16000
31	ST. LUCIE	30808	16000
32	MANATEE	31130	16000
33	SEMINOLE	36845	16000
34	BREVARD	42334	16000
35	PASCO	43547	16000
36	VOLUSIA	44241	16000
37	OSCEOLA	55556	16000
38	PINELLAS	67108	18000
39	POLK	78282	18000
40	LEE	80605	18000
41	DUVAL	98739	18000
42	PALM BEACH	129012	20000
43	HILLSBOROUGH*	139920	15000
44	ORANGE	147059	20000
45	BROWARD	184893	22000

Eligibility numbers are based on the FDOE 2017-2018 Final Survey 3 Data Report, with CEP multiplier applied by FDOE.

# Eligible for Free/Reduced Lunch	
up to 1,500	1,000
1,501-3,000	2,000
3,001-5,000	4,000
5,001-10,000	8,000
10,001-30,000	12,000
30,001-60,000	16,000
60001-100,000	18,000
100,001-150,000	20,000
150,001 +	22,000

*Reduced membership rate due to leadership responsibilities in areas of evaluation (approved by ECTAC Advisory Board)