

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made as of the 30 day of October in the year 2020, between The School Board of Hamilton County, Florida, whose address is 5683 US Highway 129 South – Suite 1, Jasper, FL 32052 (hereinafter referred to as the "SCHOOL BOARD"), and Gail S. Ogawa, Ph.D., whose address is 2313 Emerald Ridge Loop, Tallahassee, FL, 32303 (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services: The PROFESSIONAL shall perform the following services: Title I Part A Evaluation Plan (attached) for a total of \$20,000.00. Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.
2. Insurance: The PROFESSIONAL shall maintain throughout this Agreement insurance in the types and amounts provided in Appendix A which is attached and made a part of this agreement. Further:
 - A. "The School Board of Hamilton County, Florida and its members, officers and employees" shall be an additional named insured on all those coverages/policies listed in Appendix A except Workers' Compensation Insurance and Professional Liability Insurance.
 - B. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the PROFESSIONAL.
 - C. The PROFESSIONAL shall ensure that all insurance policies required by this section are issued by companies with either of the following qualifications:
 - (i). The company must be (1) authorized by existing certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company; or
 - (ii). With respect only to the Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.
 - D. The PROFESSIONAL shall be responsible for assuring that the insurance remains in force for the duration of this Agreement, including any and all option years that may be granted to the PROFESSIONAL. The certificate of insurance shall contain the provision that the SCHOOL BOARD be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the PROFESSIONAL shall be responsible for submitting new or renewed certificates of

insurance to the SCHOOL BOARD at a minimum of fifteen (15) calendar days in advance of such expiration.

- E. Unless otherwise notified, the certificate of insurance shall be delivered to:

Hamilton County Schools
Attn: Business Services Department
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052

- F. The name and address of the Certificate Holder on the certificate of insurance must be:

The School Board of Hamilton County, Florida
5683 US Highway 129 South – Suite 1
Jasper, Florida 32052

- G. In the event that PROFESSIONAL fails to maintain insurance as described in Section 2 and Appendix A of this Agreement, such failure will constitute a material breach of this Agreement and will be cause for immediate termination of this Agreement. If such a breach occurs, then PROFESSIONAL agrees that SCHOOL BOARD may take any action necessary at law or in equity to preserve and protect SCHOOL BOARD'S rights.

3. Indemnification: The PROFESSIONAL agrees to make payment of all proper charges for labor required in the aforementioned work and PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.
4. Codes, Laws, and Regulations: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. Permits, Licenses, and Fees: PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.

6. Access to Records: PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the final invoice.
7. Payment: SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner:
Payment will be made after services are rendered and an invoice is issued to the Hamilton County School Board 5683 US Hwy 129, S, Suite 1, Jasper, FL 32052. Services will be delivered as stipulated in the Evaluation Plan Proposal not to exceed 20,000.00.
Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:
- (a) The date the task was performed;
 - (b) identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.
8. Independent Contractor: The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
9. Assignment: Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
10. No Third Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
11. Jurisdiction: The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.
12. Term and Termination: The term of this Agreement shall be for an initial term, up through and including one (1) year. All or part of this Agreement may be terminated by the SCHOOL BOARD or the PROFESSIONAL, for its convenience, upon no less than thirty (30) days written

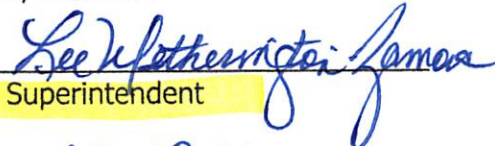
notice to the other party of such intent to terminate. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. The agreement may be renewed for two additional one-year periods with the mutual written consent of both parties.

13. Approval of Personnel: The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
14. Disclosure of Conflict: The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
15. Background Investigations: The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.
16. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
17. Subcontracts and Assignment: PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions.
18. Entire Agreement: This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
19. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
20. Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

21. Maintenance and Public Access to Records. Appendix B is attached and made a part of this agreement.
22. Suspension and Debarment. Appendix C is attached and made a part of this agreement and must be completed and signed by the vendor before services may commence under this contract.
23. Non-Collusion Affidavit. Appendix D is attached and made a part of this agreement and must be signed by the vendor before services may commence under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"
THE SCHOOL BOARD OF HAMILTON
COUNTY, FLORIDA

By: 
Superintendent

Date: 02-09-21

"PROFESSIONAL"

By: 

Its: _____
Corporate Officer

Date: 10/30/20

APPENDIX A

NEFEC recommended wording for contracts with a third party (**non-public entity**):

GENERAL LIABILITY

1. Contractor shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
2. If work performed under the contract will require contact with students' coverage must include sexual abuse and molestation.
3. The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Hamilton County, Florida using ISO endorsement CG 20 01 or its equivalent.

AUTOMOBILE LIABILITY

1. Contractor shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
2. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

1. Contractor agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
2. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
3. Coverage will apply to all those persons rendering services to Contractor for The School Board of Hamilton County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents.

NOTICE OF CANCELLATION:

1. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The School Board of Hamilton County, Florida, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
2. Such notice shall be sent directly to The School Board of Hamilton County, Florida.
3. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify The School Board of Hamilton County, Florida of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

IF APPLICABLE:

1. Contractor shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.
2. Consultant/service provider must provide proof of coverage for up to three (3) years after the completion of the project.

The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.

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

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

1. This sworn statement is submitted
to Hamilton County School District
by Gail S. Ogawa, Evaluator
for Evaluation Systems Group

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

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

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

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

☐ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

APPENDIX B

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA **Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

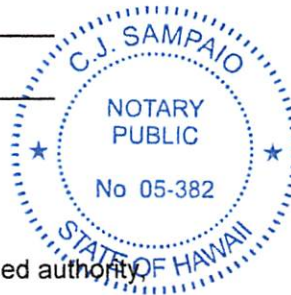
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Rex L. Mitchell, Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: rex.mitchell@hamiltonfl.com. telephone number (386) 792-7802.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Gail S. Oganwa
(Signature)
10/30/20
(Date)
STATE OF Hawaii
COUNTY OF Honolulu



PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gail S Oganwa
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this 30 day of October, 2020

[Signature] C.J. Sampaio
(NOTARY PUBLIC)
11/19/2021

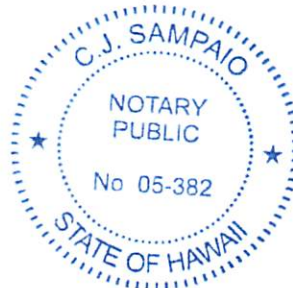
My Commission Expires: _____

Doc. Date: OCT 30 2020 # Pages 2

Notary Name: C. J. Sampaio First Circuit

Doc. Description: sworn statement

Notary Signature: [Signature] Date: OCT 30 2020



APPENDIX C

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions


This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled • Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, • without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE 	DATE 10/30/20

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

APPENDIX D

NON-COLLUSION AFFIDAVIT

State of Florida

County of Hamilton

_____being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents' representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

BY: Gail S. Ogawa

Printed Name: Gail S. Ogawa

Title: Evaluation Systems Group

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY THAT:

1. I, Gail S. Ogawa, am the (title) owner and the duly authorized representative of the firm of, (firm name) Evaluation Systems Group whose address is 2313 Emerald Ridge Loop, Tallahassee, Florida 32303, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project.

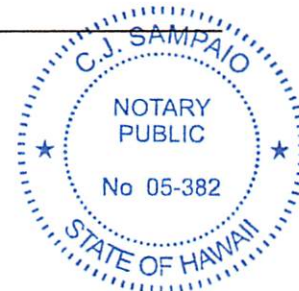
Exceptions List _____

(Signature) Gail S. Ogawa

10/30/20

STATE OF Hawaii (Date)

COUNTY OF Honolulu



PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gail S. Ogawa
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided

above on this 30 day of October, 2020.

[Signature] C.J. Sampaio
(NOTARY PUBLIC) Notary Public State Hawaii

My Commission Expires: 6/19/2021

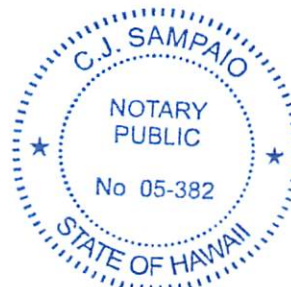
OCT 30 2020

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Name: C. J. Sampaio First Circuit

Description: Conflict of Interest Statement

Signature: [Signature] Date: OCT 30 2020



Evaluation Proposal: Hamilton County Schools

**Title I, Part A: Improving the Academic Achievement of the Disadvantaged –
2020-2021**

**Special Studies: ELL, STEM/STEAM, Homeless and Implementation of
Activities**

**Prepared by Gail S. Ogawa, Ph.D.
October 2020**

Title I Evaluation Plan: 2020-2021 Hamilton County Schools

This document outlines the program evaluation plan of the 2020-2021 Title I, Part A grant. The legal reference for school wide program evaluation is [34 CFR 200.26(c)] and states that the school wide programs must:

- (1) Annually evaluate the implementation of, and results achieved by, the school wide program, using data from the State's annual assessments and other indicators of academic achievement.
- (2) Determine whether the school wide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
- (3) Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the school wide program.

Point #2 speaks to the outcome (impact) of the input and activities of the Title I, Part A, grant for 2020-2021. The current evaluation is organized by areas of focus as listed in the grant. This proposal also includes supplemental studies related to ELL, STEM/STEAM, Homeless, and the implementation of program activities. The supplemental studies are included in Appendices A-D.

Organization of the Evaluation Plan

The evaluation plan is divided into four sections:

- I Grant objectives
- II Data collection and analysis plan
- III List of deliverables
- IV Budget proposal

I. Grant Objectives

Table 1 lists the grant objectives by focus area. Note that no explicit objectives were listed in the grant. The objectives listed in Table 1 are based on the information provided in each focus area, and as applicable, objectives from past evaluations.

Table 1. Objectives

#	Focus	Objectives
1	Strengthening Academic Achievement	<p>A. By the end of the 2020-2021 academic year, all students at each grade level will increase proficiency by at least 5% on the 2020 Florida Standards Assessment (FSA).</p> <p>B. By the end of the 2020-2021 academic year, there will be a 5% increase in the percentage of students in grades KG to 6 scoring on or above grade level from the fall 2020 to the spring 2020 diagnostic testing in ELA and math on <i>i-Ready</i>.</p> <p>C. By the end of the 2020-2021 academic year, the percentage of students in grades 7-12 will increase by at least 50% from the fall 2020 to the spring 2021 ELA and math on <i>Performance Matters</i>.</p>
2	Parent and Family Engagement	At the end of the 2020-2021 school year, (1) the district will maintain high levels (70%) of positive ratings related to parent involvement activities on the Hamilton County Title I Parent Involvement Survey. (2) The percent of parents who indicate that they attended meetings/training (e.g. SAC, Family Literacy Workshops, Parent Involvement to learn about State Standards, other activities) at their child's school or other location will increase by 2 percentage points as measured by the same survey.
3	Homeless Education	By the end of 2020-2021 school year, 100% of the students eligible for homeless services in Hamilton County will be identified and provided with services to be prepared for class and ready for school with materials and supplies to fit their individual needs. (School supplies, paper, pencils, pens, backpacks, notebooks, art supplies, workbooks, calculators)
4	Neglected and Delinquent Education	By the end of the 2020-2021 school year, all identified neglected or delinquent children will be assessed and provided the necessary services to assist them to transition and receive educational services according to the LEA plan between correctional and LEA facilities which will address these areas: transitioning, dropout prevention, educational achievement and education quality.
5	Educational Services Funded at the LEA Level	During the 2020-2021 school year, there will be virtual development for teachers and parents to align with the District Continuity Plan. These items will be provided: 35 Chromebooks, 10 Hot Spot devices for parent check out and use during training, 3 workshops (finger foods, materials and supplies), and 30 head sets
6	Discretionary Educational Services Funded at the School Level	During the 2020-2021 school year, small group interventions will be provided at Hamilton Elementary School by highly qualified and effective intervention and classroom teachers using Leveled Literacy Intervention by Heinemann and Fountas & Pinnell guided reading selections. These activities will be provided: replacement materials for LLI, a consultant with LLI experience, quarterly virtual meetings with parents.
7	Early Childhood Services	NA
8	Private Schools	By the end of the 2020-2021 school year, (1) students will show improvement in academic achievement as measured by Renaissance/Accelerated Reader Reports or be on grade level on TOSWRF scores. (2) Parents and staff will give positive ratings to 70% of the items on the Private School Survey.
9	Foster Care	<p>A partnership between the District Foster Care Liaison and a community-based welfare agency (Partnership for Strong Families) will ensure the following:</p> <ol style="list-style-type: none"> 1. Transportation will be provided to maintain children in foster care on the school of origin unless there is a determination that it is not in his or her best interest. 2. Successful enrollment and transfer of records of children enrolled in a new school even if they do not have the required documentation. 3. Development and implementation of clear written procedures for how transportation will be provided, arranged, and funded for a child's duration of time in foster care – in collaboration with the appropriate Child Welfare Agency.

10	College/Career Readiness	Throughout the 2020-2021 school year, these services will be provided: afterschool tutoring program, summer enrichment, acceleration, credit retrieval and transition programs during 2021 Algebra boot camp Summer 8-day STEM/STEAM Field trips to Challenger Center (summer) College and career tours 3-D printer for student use Materials and supplies for all activities
11	Administrative Costs	NA

II. Data Collection and Analysis Plan

Table 2 shows the instruments that will be used to collect information for each area and the specific instruments that will be developed. As applicable, instruments used in previous evaluations will be updated and utilized in the current evaluation. New ones will be developed to reflect any changes in the 2020-2021 evaluation. Table 3 outlines the analysis for each objective.

Table 2. Instruments to be developed or revised for each area (#7 and 11 have no objectives)

Focus Area	Focus	Measures	Instruments to Develop/Revise or Obtain
1	Strengthening Student Achievement	<ul style="list-style-type: none"> FSA, Accelerated Reader, <i>i-Ready</i>, <i>Performance Matters</i>, grades, achievement data 	<ul style="list-style-type: none"> Achievement data (MIS) Private school data
2	Parent and Family Engagement	<ul style="list-style-type: none"> <i>Title I Parent Survey</i> 	<ul style="list-style-type: none"> <i>Title I Parent Survey</i>
3	Homeless Education	<ul style="list-style-type: none"> District records, survey 	<ul style="list-style-type: none"> Checklist, survey
4	N or D Education	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Checklist
5	Educational Services Funded at the LEA Level	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Checklist
6	Discretionary Educational Services Funded at the School Level	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Checklist
8	Private schools	<ul style="list-style-type: none"> Accelerated Reader, Survey 	<ul style="list-style-type: none"> Private school data
9	Foster Care	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Checklist
10	College/Career Readiness	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Checklist
Other	Activities ELL Homeless STE/STEAM	<ul style="list-style-type: none"> Implementation Survey Interview data Records Surveys 	<ul style="list-style-type: none"> Implementation Survey Interview protocol(s) Surveys

Table 3 Analysis of Each Objective

Focus Area	Focus	Measures	Instruments to Develop/Revise or Obtain
1	Strengthening Student Achievement	<ul style="list-style-type: none"> FSA, Accelerated Reader, <i>i-Ready</i>, <i>Performance Matters</i>, grades, achievement data 	<ul style="list-style-type: none"> Obtain data from MIS or schools and calculate change in achievement from 2019-2020 to 2020-2021.
2	Parent and Family Engagement	<ul style="list-style-type: none"> <i>Title I Parent Survey</i> 	<ul style="list-style-type: none"> Analyze <i>Title I Parent Survey</i> items, calculate percentages of “agree/disagree”, compare to previous years
3	Homeless Education	<ul style="list-style-type: none"> District records, survey 	<ul style="list-style-type: none"> Obtain homeless data from FLDOE/district Review records, summarize Analyze survey data
4	N or D Education	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Obtain N or D data from FLDOE/district Review records, summarize
5	Educational Services Funded at the LEA Level	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Review records, summarize
6	Discretionary Educational Services Funded at the School Level	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Review records, summarize
8	Private schools	<ul style="list-style-type: none"> Accelerated Reader, Survey 	<ul style="list-style-type: none"> Obtain data from Private School Analyze data and summarize Analyze survey data
9	Foster Care	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Analyze <i>Title I Parent Survey</i> items, calculate percentages of “agree/disagree”, compare to previous years
10	College/Career Readiness	<ul style="list-style-type: none"> District records 	<ul style="list-style-type: none"> Review records, summarize
Other	Activities ELL Homeless STEM/STEAM	<ul style="list-style-type: none"> Implementation Survey Interview data Records Surveys 	<ul style="list-style-type: none"> Analyze survey and interview data, summarize Review records

III. List of Deliverables

Table 4 contains the deliverables for the 2020-2021 evaluation.

Table 4. Deliverables

Deliverable	Projected Dates
Evaluation Plan	January 2021
Instruments	Dates vary
Title I Parent Involvement Summary	May 31, 2021
Private School Report	May 31, 2021
ELL Report	June 30, 2021
STEM/STEAM Report	May 2021
Homeless Report	June 30, 2021 or as requested by DOE
Implementation of Activities	June 20, 2021
Title I Evaluation Report	June 30, 2021

IV. Budget Proposal

The chart below details the estimated cost of each section of the evaluation.

Item	Content	Due Dates	Estimated Cost
Evaluation Design	<ul style="list-style-type: none"> Evaluation plan completed 	Nov 2020	\$3,500
Parent Involvement study	<ul style="list-style-type: none"> Review instrument (Parent Survey) Analyze and write report 	Feb 2021 Mar – Apr 2021	\$4,000
N or D	<ul style="list-style-type: none"> Develop checklist Review documents Process and analyze, write report 	Dec 2020 June 2021	\$500
Discretionary Educational Services Funded at the School Level	<ul style="list-style-type: none"> Develop checklist and review documents Summarize data 	Dec 2020 May 2021	\$500
Private school review	<ul style="list-style-type: none"> Develop record sheet and review records Summarize data 	Dec. 2020 May 2021	\$1,000
ELL study	<ul style="list-style-type: none"> Develop surveys Obtain test data Review records Process and analyze Write report 	Dec. 2020 May 2021	No cost attached
STEM/STEAM study	<ul style="list-style-type: none"> Develop surveys Analyze and summarize Write report 	Dec. 2020	No cost attached
Homeless Study	<ul style="list-style-type: none"> Develop surveys Analyze and summarize Wrote report 	June 2021	No cost attached
Program activities analysis	<ul style="list-style-type: none"> Develop survey Self-evaluation of survey at mid-year Analyze fidelity of implementation of programs/activities 	Dec 2020 Jan 2021 May 2021	\$4,500
Final report	<ul style="list-style-type: none"> Compile data Write report 	June 2021	\$6000
Total Cost			\$20,000

References

These references were used in writing the evaluation plan.

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

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

APPENDIX A**Special Study - ELL**

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

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

The evaluation may be modified as they 2020-2021 school year progresses and more information becomes available.

APPENDIX B

Special Study - STEM/STEAM Study

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

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

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

Note that the evaluation may be modified as the 2020-2021 year progresses and more information becomes available.

APPENDIX C

Special Study: Homeless Study

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

NEED/ACTIVITIES	Objectives
A. IDENTIFICATION	By June 30, 2021 the LEA's HSIR will be 28.87%.
Progress	Attendance (enrollment) will be monitored every 9-week period to ensure homeless students have been identified and enrolled in school.
B. ENROLLMENT AND ATTENDANCE	By June 2021 the LEA's HSIR will be 90.45%.
Progress	Citizenship, absences, and suspensions will be reviewed every 2 nd and 4 th 9-week periods.
C. ACADEMIC ACHIEVEMENT OF HOMELESS STUDENT	By June 2021 the LEA's HSIR will be 90.00%.
Progress	Attendance, grades and citizenship notes will be reviewed every 2 nd and 4 th 9-week periods.

The evaluation may be modified as the 2020-2021 school year progresses and more information becomes available.

APPENDIX D**Special Study: Implementation of Activities**

The source for this study will be Objects 369 (1.8, 1.27) and 510 (1.11, 1.12) of the current grant. The main evaluation question for this study will be:

Were the activities listed in Objects 369 and 510 implemented as outlined in the grant?