



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-29.

MEETING DATE	2020-06-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Grants Administration

Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time		
Open Agenda	<input checked="" type="radio"/> Yes	<input type="radio"/> No

TITLE:

Agreement with the Florida Department of Education (SEDNET)

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida, and the Florida Department of Education (FLDOE). The Agreement begins July 1, 2020, and concludes on June 30, 2021.

SUMMARY EXPLANATION AND BACKGROUND:

Multiagency Services Network for Students with Emotional /Behavioral Disabilities (SEDNET) provides an intensive integrated educational program to include a continuum of mental health treatment services to enable students with or at-risk of emotional/behavioral disabilities to develop appropriate behaviors and demonstrate academic and career education skills. FLDOE reserves the right to review the grant proposal as presented in the attachments and request amendment to the contract.

The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. The Agreement will be executed after School Board approval.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The positive financial impact is \$128,000. The source of funds is the Florida Department of Education, Bureau of Exceptional Education and Student Services. There is no additional financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) SEDNET Cooperative Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Chauntea Cummings Phone: 754-321-3400

Name: Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods

6/20/2020, 9:57:10 AM

Approved In Open Board Meeting On:

JUN 23 2020

By:

Donna Khan
School Board Chair

AGREEMENT EXECUTIVE SUMMARY

Grant Program	Multiagency Service Network for Students with Emotional/Behavioral Disabilities (SEDNET)
Status	Continuation - Formula
Funds Awarded	\$128,000 (pre-determined award)
Financial Impact Statement	The potential positive financial impact is \$128,000. The source of funds is the U.S. Department of Education through the Florida Department of Education. There is no additional financial impact to the school district.
Schools Included	District-wide
Managing Department	Exceptional Student Learning Support (ESLS)
Source of Additional Information	1. Chauntea S. Cummings, Ed.S. - Task Assigned, SEDNET 754-321-3421 Project Coordinator, ESLS
Project Description	The Multiagency Service Network for Students with Emotional/Behavioral Disabilities (SEDNET) provides an intensive integrated educational program to include a continuum of mental health treatment services to enable students with or at risk of emotional/behavioral disabilities (E/BD) to develop appropriate behaviors and demonstrate academic and career education skills. SEDNET is a network of 19 regional projects that are comprised of the major child-serving agencies, community-based service providers, students and their families. Local school districts serve as fiscal agents for each local regional project. Within this framework, SEDNET focuses on developing interagency collaboration and sustaining partnerships among professionals and families in the education, mental health, substance abuse, child welfare and juvenile justice systems serving children and youth with and at risk of E/BD.
Evaluation Plan	For 2020-21, SEDNET will utilize the following evaluation elements for program evaluation: [1] Quantitative and qualitative data may be collected through various methods, such as evaluations, consumer satisfaction surveys, teacher rating scales and monthly provider reports. In addition, informal needs assessments and surveys from stakeholder groups may be reviewed; [2] Outcome data may include student academic and behavioral data, discipline data, graduation rates, and target SPP indicator data as reflected in the SPP/APR or Local Education Agency (LEA) Profiles; [3] Data analysis will allow for identification of barriers to fidelity of implementation and need for change or revision of project activities; [4] Projects will facilitate an assortment of follow-up activities to determine whether educational and community stakeholder recipients of applicable deliverables, service delivery, and training, implement what they receive where appropriate; [5] Projects are expected to achieve minimum performance targets for each deliverable.
Alignment to Strategic Goals	Goal 2: Continuous Improvement: Improving understanding of Mental Health and Impact on student behavior and abilities in the classroom. Educating all School staff on Impact of Trauma on students and families which can ultimately increase student success. The SEDNET Project focuses on Collaboration which is aligned with Goal 3: Effective Communication. Communication with Community Behavioral Health Providers who can offer additional supports to students outside of the academic day. Communication with school staff regarding supports for students in and outside of the classroom. Ability to offer online and in person education and support in areas of mental health for students. This increase of support can ultimately decrease behaviors which allows students to be present in the classroom both physically and emotionally.
Level of Support provided by GAGP	Level 3 - GA staff lead the legal routing process; communicated with FLDOE in negotiating contract language; interfaced between the program team and the general counsel's office; and created the executive summary for the board agenda. Staff will also track grant application through the grants management system.



Cooperative Agreement Between
Florida Department of Education
AND
The School Board of Broward County, Florida

I. Purpose

THIS COOPERATIVE AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the Florida Department of Education with headquarters in Tallahassee, Florida (hereinafter referred to as the "DEPARTMENT"), and The School Board of Broward County, Florida (hereinafter referred to as the "PROVIDER"), for the purpose of implementing the non-competitive, discretionary project **Multiagency Network for Students with Emotional or Behavioral Disabilities (SEDNET)**.

II. Authority

- A. Pursuant to the following funding authority the PROVIDER is charged with carrying out the activities of the discretionary project:
1. Public Law 108-446, Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Part B, Section 611;
 2. Catalog of Federal Domestic Assistance (CFDA) # 84.027A (www.cfda.gov);
 3. 2020 General Appropriations Act, Line 115, Special Categories, Grants and Aids – Exceptional Education from General Revenue Fund (Identified as: Multi-Agency Service Network for Students with Severe Emotional/Behavioral Disturbance);
 4. 2020 General Appropriations Act, Line 115, Special Categories, Grants and Aids – Exceptional Education from the Federal Grants Trust Fund; and
 5. Catalog of State Financial Assistance (CSFA) #48.065 (www.myfloridacfo.com/aadir/docs/CSFACodesTable12-14-11.pdf)
- B. The PROVIDER represents that it is fully qualified and eligible to receive these funds to provide the services identified herein.
- C. The DEPARTMENT is authorized to disburse the funds under this Agreement.
- D. Both parties shall be governed by applicable State and Federal laws, rules and regulations.

The specific terms and conditions of this Agreement are as follows:

III. Budget Period and Effective Date

- A. The budget and program periods for this Agreement will be **July 1, 2020 – June 30, 2021**.
- B. The Executed Agreement Notification (DOE 250) states the effective (start) and end date for the project period, unless the project is terminated earlier consistent with provisions of this Agreement. The following items are incorporated by reference and are hereby made a part of this Agreement:

1. This Agreement
2. Standard Project Narratives, **Attachment A**
 - a) Project Abstract
 - b) Baseline Data
 - c) Established Need
 - d) Description of Alternate Methods for Trainings and Meetings
 - e) Support of the Bureau of Exceptional Education and Student Services (BEESS) Strategic Plan and State Performance Plan
 - f) Evaluation Plan
 - g) Support for Strategic Plan
 - h) General Education Provisions Act
 - i) Equitable Services for Private School Participation
3. Project Performance Accountability (Schedule of Deliverables), **Attachment B**
 - a) Product
 - b) Training
 - c) Service Delivery
4. DOE 101 Budget Narrative Forms for the fiscal year, **Attachment C**
5. DOE 100A Project Application Forms for the fiscal year, **Attachment D**
6. General Terms, Assurances and Conditions for Participation in Federal and State Programs, to comply with, as applicable:
 - a) 34 CFR 76.301 of the Education Department General Administration Regulations (EDGAR) which requires local educational agencies to submit a common assurance for participation in federal programs funded by the U.S. Department of Education (USED).
 - b) Chapter 2, Code of Federal Regulations 200, Uniform Grant Guidance requiring agencies to submit a common assurance for participation in federal programs funded by the USED.
 - c) Applicable regulations of other Federal agencies.
 - d) State regulations and laws pertaining to the expenditure of state funds and the Project Application and Amendment Procedures for Federal and State Programs (Green Book). The complete text may be found at www.fldoe.org/grants/greenbook.

IV. Scope of Work

The PROVIDER will dedicate the funds outlined in the Budget Narrative Form (DOE 101) to the support, coordination, and implementation of activities related to this discretionary project.

A. Funding Purpose and Priorities –

1. Statutory authority for implementing: Section 1006.04, Florida Statutes

2. The SEDNET project is funded to facilitate a network of key stakeholders committed to the provision of a quality system of care for students with emotional or behavioral disabilities (EBD) and their families. SEDNET is focused on enhancing the system of care for families and children in their natural environments whenever possible. To do so, SEDNET takes a systemic approach, addressing the system of care through facilitation, collaboration, and direct intervention, as well as research and development.

B. Program Expectations –

SEDNET provides an intensive integrated educational program to include a continuum of mental health treatment services to enable students with or at risk of being identified with EBD to develop appropriate behaviors and demonstrate academic and career education skills.

SEDNET is a network of 19 regional projects that are comprised of the major child serving agencies, community-based service providers, students and their families. Local school districts serve as fiscal agents for each local regional project. Within this framework, SEDNET focuses on developing interagency collaboration and sustaining partnerships among professionals and families in the education, mental health, substance abuse, child welfare and juvenile justice systems serving children and youth with and at risk of being identified with EBD.

C. Target Population –

Students in grades kindergarten-12 who are: at risk of EBD; delinquent; dropouts; exceptional; out-of-school; or suspended or expelled with disabilities; students with disabling conditions; community agencies; families; service providers; stakeholders; teachers; hard-to-staff schools; community-based organizations; and school districts.

D. Amount –

The total amount for the 2020-2021 budget period is:

IDEA, Part B:	\$ 72,628
GAA, IDEA Trust Fund:	\$ 41,502
GAA, General Revenue:	\$ 13,870

V. **Funding Method**

The options indicated below will be the funding method for the full budget and performance period noted in section III. A above. Discretionary project funds may not be used to supplant existing programs or funding. Supporting documentation for expenditures is required for all funding methods and should be kept on file with the PROVIDER.

Federal Cash Advance (Public Entities only as authorized by the FDOE):

Federal cash advances will be made by state warrant or electronic funds transfer to PROVIDER for disbursements. For federally-funded programs, requests for federal cash advance must be made through the DEPARTMENT'S Florida Grants System (FLAGS). Examples of such documentation include, but are not limited to, payroll records, contracts, invoices with check numbers verifying payment and/or bank statements – all or any of these items must be available upon request.

- The BEESS project liaison and project manager will verify, on a quarterly basis, that the project's activities and deliverables are progressing in a satisfactory manner, consistent with the scope of work, project narrative and performance expectations.

Quarterly Advance to Public Entity:

For quarterly advances of non-federal funding to state agencies and local educational agencies (LEAs) made in accordance within the authority of the General Appropriations Act. Disbursements must be documented and reported to the DEPARTMENT at the end of the project period. The PROVIDER must have detailed documentation supporting all requests for advances and disbursements that are reported on the final Project Disbursement Report (DOE 399).

VI. Responsibilities

A. Responsibilities of the PROVIDER

1. In order to receive funding, must have on file with DEPARTMENT Office of the Comptroller, a signed statement by the agency head certifying applicant adherence to General Assurances for Participation in State and Federal Programs. The complete text may be found in Section D of the Green Book.
 - a) For School Districts, State Colleges, State Universities, and State Agencies - The certification of adherence, currently on file with the DEPARTMENT'S Bureau of the Comptroller, shall remain in effect indefinitely. The certification does not need to be resubmitted with this application, unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance or condition.
 - b) For Private Colleges, Community-Based Organizations and Other Agencies - In order to complete requirements for funding, applicants of this type must certify adherence to the General Assurances for Participation in State and Federal Programs by submitting the certification of adherence page, signed by the agency head with each application.
2. Must complete the appropriate Risk Analysis form (DOE 610 or DOE 620) and approval must be obtained by DEPARTMENT prior to an award being issued.
 - a) For School Districts, State Colleges, State Universities, and State Agencies – An approved DOE 610 will remain in effect unless changes are required by changes in federal or state law, changes in the circumstances affecting the financial and administrative capabilities of the agency or requested by the DEPARTMENT. A change in the agency head or the agency's head of financial management requires an amendment to the form. The DOE 610 may be found at www.fldoe.org/core/fileparse.php/5625/urlt/doi610.xls.
 - b) For Governmental and Non-Governmental Entities – A DOE 620 is required to be submitted each state fiscal year (July 1-June 30) prior to an award being issued for that agency. An amendment is required if significant changes in circumstances in the management and operation of the agency occurs during the state fiscal year after the form has been submitted. The DOE 620 may be found at www.fldoe.org/core/fileparse.php/5625/urlt/doi620.xls.
 - c) For non-public entities - Grants Fiscal Management Training and Assessment must be completed annually. The agency head and/or the agency's financial manager/chief financial officer must complete this training within sixty (60) days of the date of execution (Block 12) on the DOE 250, Agreement Notification. Training and assessment information can be found at <https://web01.fldoe.org/TrainingAssessment/SignOn/Home.aspx>. Non-participation in the training program may result in termination of payment(s) until training has been completed.
3. Maintain sufficient staff necessary to support the activities of this discretionary project.
4. Carry out all management activities necessary to maintain and administer this discretionary project.
5. Ensure the discretionary project will support the BEESS Strategic Plan.
6. Ensure the work of this discretionary project impacts State Performance Plan Indicators.
7. Provide fiscal and programmatic oversight for all sub-recipients to ensure transparency and hold sub-recipients accountable for meeting performance measures.

8. Submit a final Project Disbursement Report (DOE 399) to the DEPARTMENT Office of the Comptroller by the date specified on the DOE 250, Agreement Notification.

B. Responsibilities of the DEPARTMENT

1. Cooperate in a timely manner with the PROVIDER staff in all matters requiring consultation between the two parties as described herein.
2. Allocate funds necessary to for the implementation of the discretionary project as described in this Agreement.
3. Review, monitor and promptly report any issues or concerns regarding performance, work products and deliverables to ensure PROVIDER is in compliance with project requirements.
4. Review the budget submitted by the PROVIDER and promptly (within fifteen working days of receipt) notify the PROVIDER of any concerns regarding the budget.
5. Participate, as applicable, as a stakeholder in the selection process of the leadership of the discretionary project.

C. Deliverables and Reports

The PROVIDER will provide staff and resources on a monthly basis to perform the responsibilities, tasks and activities specified above and the quarterly deliverables provided in **Attachment B**.

VII. Modification of Agreement, Project Budget Changes, Repayment and Termination

A. Amendments: Either party may request modification of the provisions of this Agreement.

1. Changes that are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original Agreement. Amendments to this Agreement are subject to the provisions of the Project Application and Amendment Procedures as outlined in the General Assurances, Terms, and Conditions outlined in the Green Book.
2. The PROVIDER must contact their BEESS project liaison, in writing, to discuss changing or delaying meeting a specific performance target/unit for a deliverable. Changes to deliverables must be requested in writing, via a program amendment request, at least four weeks prior to the end of the quarter in which the deliverable units are to be completed.

B. Project Budget: Changes to the budget that do not impact the total Agreement amount will not require a formal amendment, however the PROVIDER must request all changes to the project budget in writing, along with a modified Budget Narrative Form (DOE 101) and a written justification outlining the need for the change. The requested change must be approved in writing by the DEPARTMENT. Changes that impact (increase/decrease) the total annual project amount will be reduced to writing and duly signed by each of the parties hereto, and attached to the original Agreement.

C. Subsequent/Continuation Years: Subject to appropriation and availability of funds, for additional years or continuation of services, the PROVIDER must submit an updated budget, budget narrative and any other necessary documents to describe the continuation of services, including revising **Attachment A** and **Attachment B**.

- D. Repayment: Any balance of unobligated funds which has been advanced or paid must be refunded to the DEPARTMENT and any funds paid in excess of the amount to which the PROVIDER is entitled under the terms and conditions of this Agreement must be refunded to the DEPARTMENT.
- E. Termination: Either party may terminate this Agreement by providing written notice of termination to the other party sixty (60) days prior to the actual date of termination unless the parties mutually agree to terminate this Agreement, in which case this Agreement shall terminate on a date agreed upon by the parties. All work in progress will be continued until the actual date of termination.

VIII. Default and Remedies

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Department of Financial Services, or the Office of Management and Budgeting, all obligations on the part of the DEPARTMENT to make any further payment of funds hereunder shall, if the DEPARTMENT so elects, be terminated. The DEPARTMENT shall nevertheless be obligated to reimburse PROVIDER for all costs properly incurred through the date of termination.

IX. Record Keeping and Audit Requirements

- A. The PROVIDER shall retain sufficient records, and other supporting documentation pertaining to costs incurred, demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date of the end of this Agreement or the date any audit report is issued for this Agreement, shall allow access to all records pertaining to this Agreement to the DEPARTMENT'S Inspector General, General Counsel, and other representatives, the State Auditor general, the Florida Department of Financial Services, Florida Office of Program Policy and Government Accountability, the Chief Financial Officer, and auditors from USED.
- B. The DEPARTMENT may unilaterally cancel this Agreement if the PROVIDER refuses to allow public access to all documents, papers, letters, and material made or received in conjunction with this Agreement that are subject to Chapter 119, Florida Statutes, and are not exempt from public inspection by s. 119.07 (3), F.S., or by other provisions of general or special law.
- C. In fulfilling its obligations under this Agreement and Chapter 119, F.S., PROVIDER must comply with the requirements outlined in s. 119.0701, F.S. If PROVIDER fails to comply with a public records request pursuant to Chapter 119, F.S., the DEPARTMENT may take any action under this Agreement necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from PROVIDER regarding an action brought to enforce a public records request sent to PROVIDER, or terminating this Agreement. Pursuant to s. 119.0701, F.S., Recipient must:
 - 1. Upon request from the DEPARTMENT'S custodian of public records, provide the DEPARTMENT 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, F.S., or as otherwise provided by law;
 - 2. 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 this Agreement term and following completion of this Agreement if the PROVIDER does not transfer the records to the DEPARTMENT; and

3. Upon completion of this Agreement, transfer, at no cost, to the DEPARTMENT all public records in possession of the PROVIDER or keep and maintain public records required by the DEPARTMENT to perform the service. If the PROVIDER transfers all public records to the DEPARTMENT upon completion of this Agreement, the PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of this Agreement, the PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.
- D. If the provider has questions regarding the application of chapter 119, Florida statutes, to the provider's duty to provide public records relating to this agreement, contact the custodian of public records at 850-245-0735 and contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.
- E. The PROVIDER must retain all appropriate time-distribution records that substantiate an equitable distribution of time and effort by fund source. Employees working under multiple grant programs must maintain time and effort reports reflecting after-the-fact distribution of actual activities at least monthly, to coincide with pay periods. Employees working under one grant program must certify semi-annually that they worked solely on the program for the period covered by the certification.
- F. The PROVIDER agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- G. These records shall be available at all reasonable times for inspection, review, or audit by as specified above. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday.
- H. The PROVIDER shall also provide the DEPARTMENT with records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- I. The PROVIDER will comply with the requirements of the Federal Single Audit Act and/or the Florida Single Audit Act (<http://m.flsenate.gov/Statutes/215.97>), as applicable.

X. Notice of Contact

- A. All notices provided under or pursuant to this Agreement shall be in writing and addressed to the individuals listed in 1, 2, and 3 below.
 1. The name and address of the DEPARTMENT Grant Manager/Specialist for this Agreement is:
Marion Jones
325 West Gaines St. Suite 332
Tallahassee, Florida 32399-0400
Email: Marion.Jones@fldoe.org
 2. The name of the DEPARTMENT BEESS Project Liaison for this Agreement is:
Jennifer Barnhill
325 West Gaines St. Suite 614
Tallahassee, Florida 32399-0400
Email: Jennifer.Barnhill@fldoe.org

3. The name and address of the representative of the PROVIDER responsible for administration of this Agreement is:
Chauntea Cummings
SEDNET Arthur Ashe
Room 271
1701 NW 23rd Avenue
Fort Lauderdale, FL 33311
Email: Chauntea.cummings@browardschools.com
4. A copy of all notices to the PROVIDER shall be sent to:
Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

B. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and contact information for the representative shall be provided as specified in section VII above.

XI. Return on Investment (State funded discretionary projects only)

A. The PROVIDER is required to provide quarterly return on investment program activities reports to the DEPARTMENT. Return on investment reports should describe programmatic results that are consistent with the expected outcomes, tasks, objectives and deliverables detailed in the executed Agreement. Beginning at the end of the first full quarter following execution of this Agreement, the recipient shall provide these quarterly reports to the DEPARTMENT within thirty (30) days after the end of each quarter and thereafter until notified that no further reports are necessary. This report shall document the positive return on investment to the state resulting from the funds provided under this Agreement. These reports will be summarized and submitted to the Office of Policy and Budget and are requested so Legislative staff can review the project results throughout the year and develop a basis for budget review in the event subsequent funding is requested for future years.

B. Reports should summarize the results achieved by the project for the preceding quarter and be cumulative for succeeding quarters. Although there may be some similarity between activity reports and deliverables submitted to the DEPARTMENT as specified in this Agreement for payment purposes, please note, that this return on investment report is separate and apart from those requirements.

C. All reports shall be submitted to the designated BEESS project liaison. All questions should be directed to the project manager.

XII. Financial Consequences

A. Failure to complete or achieve performance targets for a deliverable will result in payment reduction in accordance with the cost per unit of deliverables, as stated in the award. The BEESS project liaison shall periodically review the progress made on the deliverables approved in the award. In the event that performance targets/deliverable units are not met within the quarter in which they are scheduled, and the PROVIDER fails to submit an amendment request, as stated below, the DEPARTMENT may deem it necessary to notify the fiscal agency head, in writing.

B. At least four weeks prior to the end of any quarter during the award period, the PROVIDER must contact the BEESS project liaison in writing to discuss changing or delaying meeting a specific performance target/unit for a deliverable. A justification for this request must be provided to the project liaison.

C. The BEESS project liaison shall review the progress made on the deliverables approved in this Agreement (award). In the event the project liaison determines that changes must be made to one or more deliverables on the Schedule of Deliverables (SOD) document, the PROVIDER will be instructed to complete and submit a program amendment request to the FDOE Office of Grants Management.

D. Changes to deliverables must be requested in writing, via a program amendment request, prior to the end of the quarter in which the deliverable units are to be completed.

Changes to a deliverable could include one or more of these areas on the SOD:

1. Type
2. Title/Description
3. BEESS Strategic Plan
4. Indicators
5. Source Documentation Maintained by the Project to Support the Deliverable
6. Funding Source
7. Total Budget for Deliverable
8. Performance Requirements: Grant Year Total Deliverable Units
9. Cost Per Unit
10. Performance Targets/Deliverable Units to be Completed per Quarter

E. Changes to a deliverable could also result in the need for a budget amendment request.
- Reference: Green Book, Section B – Project Amendments)
- Amendment request forms may be obtained at: www.fldoe.org/finance/contracts-grants-procurement/grants-management/department-of-edu-grants-forms.stml.

F. In the event that performance targets/deliverable units are not met within the quarter in which they are scheduled, and the PROVIDER fails to submit an amendment request, as stated above, the Department may deem it necessary to notify the fiscal agency head, in writing. Failure to complete or achieve performance targets for a deliverable will result in payment reduction in accordance with the cost per unit of deliverables, as stated in this Agreement (award).

XIII. Other Terms and Conditions

- A. This Agreement shall be interpreted and construed in accordance with the Laws of the State of Florida.
 1. In the event any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall not be affected or impaired thereby, and shall be administered by the parties as if the invalid provision had never been included herein.
- B. The PROVIDER agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101, et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- C. Pursuant to s. 216.347, F.S., no funds awarded under this Agreement may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- D. Travel expenses will be reimbursed only if expressly authorized by the terms of this Agreement. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 1. Prior approval must be obtained from BEESS for any out-of-state travel conducted by discretionary project staff or district staff who are subcontractors through the project. Proposed travel should be included in the discretionary project's budget identifying the conference or meeting, location of the meeting or conference, date of the meeting or conference, number of travelers and their roles and responsibilities with the discretionary project.
 2. Each budgeted out-of-state conference or meeting must be on a separate budget line item. Approval by BEESS for budgeted travel is contingent upon whether the justification for travel is relevant to the purpose of the project and supports the delivery of professional development or participation in national meetings sponsored or co-sponsored by the USED Office of Special Education Programs or its affiliated technical assistance networks.
 3. For each out-of-state meeting or conference, the discretionary project must provide the approved FDOE, school district or university travel authorization form and approved travel reimbursement form to the BEESS project liaison following the completion of travel, as requested.
 4. Discretionary project funds cannot be used for any out-of-state travel conducted by school district staff who are not employed by the discretionary project, unless approved by BEESS.
 5. Out-of-state travel to a specific meeting or conference that is not submitted in the initial project application budget and narrative must be submitted to and approved by BEESS prior to travel. If the approved project application did not include an out-of-state travel line item, a budget amendment will also be required.
- E. Indirect costs shall only apply to federal programs. Per s. 1010.06 F.S., state funds appropriated by the Legislature to the Division of Public Schools within the DEPARTMENT may not be used to pay indirect costs to a university, Florida College System institution, school district, or any other entity.
 1. For School Districts - The DEPARTMENT has been given the authority by USED to negotiate indirect cost proposals and to approve indirect cost rates for school districts. School districts are not required to develop an indirect cost proposal, but if they fail to do so, they will not be allowed to recover any indirect costs. Amounts from zero to the maximum negotiated rate may be approved for a program by the DEPARTMENT'S Comptroller.

2. For State Agencies, Public Universities and State Colleges - The DEPARTMENT will allow an indirect cost (administrative and/or overhead) up to 8 percent (8%) or the PROVIDER'S rate approved by the appropriate cognizant agency, whichever is lower. This rate may be charged on the total direct costs disbursed less the amounts of subcontracts in excess of Twenty Five Thousand Dollars and 00/100 Cents (\$25,000.00) and for items of equipment, alterations, renovations and flow-through funds ("pass through" to another entity) on programs issued by the DEPARTMENT. This rate is intended to be all-inclusive of typical administrative and overhead costs, including but not limited to rental of office space, costs for bookkeeping and accounting services, and utilities. In the alternative, the DEPARTMENT will approve an indirect cost rate of 8 percent (8%) plus the direct charges for typical administrative and overhead costs such as office space rental when such costs can be directly and appropriately allocated to the discretionary project.
- F. Any equipment purchased under this program must follow the UGG found at www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl or the Reference Guide for State Expenditures, <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Furniture and equipment purchases that are not listed on the original budget approved by the DEPARTMENT will require an amendment submission and approval by the DEPARTMENT prior to the purchase by the fiscal agency awarded the funding. A physical inventory of the property must be taken and the results reconciled with the property records at least once every fiscal year in accordance with Rule 69I-72.006, Florida Administrative Code (F.A.C.). [www.flrules.org/gateway/ruleNo.asp?id=69I-72.006]. Upon request, the inventory must be provided to BEESS.
- G. Allowable Expenses: Funds may be used by the PROVIDER solely in support of discretionary project activities for the purposes specified herein. Funds must be used for activities that directly support the accomplishment of the project purpose, priorities, and expected outcomes and are subject to DEPARTMENT approval of the submitted Agreement budget which specifies planned expenditure categories and costs. All expenditures must be consistent with applicable state of Florida and federal laws, regulations, and guidance.
1. Allowable expenditures may include the items or services listed below. This is not an all-inclusive list; the PROVIDER is expected to consult with their BEESS project liaison with questions regarding allowable costs.
 - a) Costs associated with employing appropriate staff for administering the discretionary project
 - b) Office materials and supplies
 - c) Relevant costs associated with the administration of the project, including
 - i. travel reimbursement
 - ii. meeting room rentals
 - iii. consultant fees
 - iv. printing
 - v. conference registration and fees
 2. Purchase of the following types of devices and services require prior approval from BEESS. The justification for these kinds of devices and a detailed description must be included in the budget narrative. The justification must also include an explanation of why the device is necessary, how the devices will be kept secure, and the cost efficiency, if.
 - a) Tablets and portable media players (e.g., iPads and iPods)
 - b) Air cards

- c) Internet connectivity services
 - d) Personal digital assistants, cell phones, and similar devices (including cost to support such devices)
- H. Unallowable Expenses: Funds may not be used on any expenditure not in accordance with the approved project budget or that does not conform to the requirements specified in EDGAR for federal programs (www2.ed.gov/policy/fund/reg/edgarReg/edgar.html) or in the Department of Financial Service's – Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).
1. Unallowable expenditures may include the items or services listed below. This is not an all-inclusive list.
 - a) Advertisement
 - b) Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
 - c) Clothing or uniforms
 - d) Costs for items or services already covered by indirect costs allocation
 - e) Decorations
 - f) Dues to organizations, federations or societies for personal benefit
 - g) End-of-year celebrations, parties or socials
 - h) Entertainment (field trip without approved academic support is considered entertainment)
 - i) Game systems and game cartridges (e.g., Wii, Nintendo and PlayStation)
 - j) Gift cards
 - k) Incentives (e.g., plaques, trophies, stickers, t-shirts, give-a-ways)
 - l) Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
 - m) Land acquisition
 - n) Meals, refreshments or snacks
 - o) Overnight field trips (e.g., retreats, lock-ins)
 - p) Pre-award costs
 - q) Promotional or marketing items not directly related to the support and implementation of the project (e.g., flags, banners, t-shirts, pencils)
 - r) Purchase of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - s) Tuition
 2. Prior written approval must be obtained from the DEPARTMENT for the purchase of any furniture or equipment.
- I. The PROVIDER shall coordinate with and assist the BEESS project liaison DEPARTMENT'S contract manager in the performance of the latter's responsibilities, which include without limitation:

1. Monitoring the activities of the PROVIDER.
 2. Receiving and reviewing the reports of the PROVIDER to determine whether the objectives of this Agreement are being accomplished.
 3. Receiving and reviewing the invoices for payment of funds to assure that the requirements of this Agreement have been met and that payment is appropriate.
 4. Evaluating the process used by the PROVIDER to monitor the activities of any subcontractor or assignee.
 5. Accessing, directly, the subcontractors and assignees, as the BEESS project liaison deems necessary.
- I. The PROVIDER shall ensure the following information is posted on the PROVIDER'S website:
1. Disbursement data consistent with the level of detail required by s. 215.985(4)(a)1., F.S., for state agencies.
 2. Contract data consistent with the requirements of s. 215.985(14)(a), F.S., for state agencies.
 3. All reports that include metrics and return on investment calculations.
 4. Public versions of independent business evaluation reports which highlight project-specific performance.
 5. Employee positions and salary information.
 6. An organizational chart.
 7. Audits, tax returns, and financial reports and summaries.
 8. All statutorily required reports.

XIV. State of Florida, Executive Order 11-116

The employment of unauthorized aliens by any contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida, Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Contractor will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the contractor during the Contract term, (b) require that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Executive Order 11-116 may be viewed at www.flgov.com/wp-content/uploads/orders/2011/11-116-suspend.pdf.

XV. Additional Provider Assurances for all BEESS Discretionary Projects

- A. The PROVIDER accepts responsibility for implementing all project activities as specified in this application or subsequent amendments. The PROVIDER will ensure that activities essential to project effectiveness, including reimbursement of travel expenses for persons from other school districts or agencies, employment of substitutes for teachers in other school districts or payment of consulting fees for persons to provide services to other school districts, will be implemented in an efficient and timely manner.
- B. The PROVIDER agrees to collaborate with other entities (i.e., other BEESS discretionary projects, school districts and other agencies or organizations) during the project year under the direction of BEESS staff.
- C. When assistance is requested by a school district, the PROVIDER will give priority to school districts that have been targeted for improvement related to an SPP Indicator, BEESS Strategic Plan or to those school districts that BEESS determined are "in need of assistance or intervention."

- D. Fees will not be charged for any service provided under the auspices of the discretionary project without prior written approval from BEESS.
- E. Products developed for statewide dissemination must be submitted for content and policy review by BEESS prior to their release for reproduction and distribution. This applies to all products except those used for awareness (excluding newsletters designed for dissemination on a statewide basis which must be submitted to the BEESS project liaison for review), field test or validation purposes. The fiscal agent will ensure that product developers adhere to policies and procedures set forth in the current Product Guidelines, available from the BEESS Resource and Information Center (BRIC), at 850-245-0475, or email at bric@fldoe.org.
- F. Products produced by or developed in connection with BEESS discretionary projects remain the exclusive property of the State of Florida, unless ownership has been explicitly waived. Products include all print, audio-visual, computer programs and internet websites fully or partially developed with project resources, fiscal and personnel resources. Prior approval for such products must be obtained by the designated BEESS project liaison and must contain a funding statement acknowledging the use of state or federal funds for development and dissemination. Questions regarding product development, ownership or funding statements should be directed to the BRIC.
- G. Discretionary projects with websites will maintain current and updated information specifically related to the project's primary focus. In accordance with federal and state requirements, websites must comply with Section 508 to ensure accessibility to the public. When referencing information and products that were developed by another BEESS discretionary project or are the primary responsibility of another BEESS discretionary project, the project will link directly to the other project's website, rather than summarize or excerpt information.
- H. Discretionary project staff will participate in status updates via telephone, e-mail or face-to-face meeting, as requested by the project liaison. Data reflecting project activities conducted throughout the year will be maintained and kept current in the BEESS PTS. By entering data into this system, the discretionary project director is acknowledging that this data is true and accurate. Data concerning implementation of activities and deliverables may be entered at any time. However, discretionary projects must enter data into the PTS at least quarterly, by the fifteenth (15th) day following the end of each project quarter, or the next business day if the fifteenth (15th) day is on the weekend or a state holiday. Questions regarding the PTS should be directed to the BEESS project liaison at 850-245-0475.
- I. All equipment (computers, servers, modems, phone lines) and software will be maintained in proper working order and upgraded as necessary to ensure efficient operation.

XVI. Additional Assurances for SEDNET Discretionary Projects

Submission of this application hereby ensures that the applicant and all participating school districts will implement the discretionary project to develop and continue a multiagency service network for students with emotional or behavioral disabilities (EBD) consistent with requirements of s. 1006.04, F.S., the prescribed project funding purpose; and with the following requirements:

- A. Assurance is hereby provided that discretionary project funds will be made available to allow project managers to attend two project workdays and regional meetings and one EBD statewide meeting, as scheduled, and any BEESS meetings related to project implementation activities.
- B. All start-up activities, which include the provision of direct services to students with EBD and their families, will adhere to the following guidelines prior to implementation:
 1. The provision of these services is warranted based on the need to fill gaps to improve services as identified by the discretionary project's stakeholders;
 2. Funds to provide these services are not available at this time;

3. Funding these services does not supplant existing services supported by other funding sources; and
 4. A timeframe is established for discontinuation of the support.
- C. Project-sponsored professional development that is provided to school district instructional staff members is included in the school district's Master Plan for in-services.
 - D. The PROVIDER agrees to participate in onsite monitoring and assistance visits with BEESS staff.

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In witness hereof, the parties have caused this Agreement to be executed by and between them:

FLORIDA DEPARTMENT OF EDUCATION

BY: _____

NAME: Richard Corcoran

TITLE: Commissioner

DATE: _____

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(Corporate Seal)



ACCEPTED BY:


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Office of the General Counsel

Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: Florida Department of Education
Date: 2020.06.17 13:23:25 -04'00'

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