



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 **Florida Diagnostic and Learning Resources System Associate Centers (FDLRS ACs)**.

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; and
 4. 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 project period for this Agreement will be **July 1, 2020 – June 30, 2021**.
- C. 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 (BEES) 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 Form(s) for the fiscal year, **Attachment D**
6. Coordinating Council Attestation – Additional Assurances for FDLRS ACs, Consolidated Application Certification, and ESE Director Assurances - Certification of Duties and Responsibilities, **Attachment E**
7. 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:
 - a) FDLRS ACs: Section 1006.03, Florida Statutes (F.S.)
 - b) Florida Inclusion Network (FIN): Section 1003.57(1)(f), F.S.

2. The FDLRS ACs will provide an array of instructional and family support services to exceptional student education (ESE) programs in school districts statewide. The four central functions of each FDLRS ACs are child find, parent services, human resources development (HRD), and technology. The 19 FDLRS ACs serve Florida's school districts, Florida School for the Deaf and the Blind and Florida's university laboratory/developmental research schools. The

discretionary projects collaborate with school districts, agency and support personnel, communities, families, and other educational personnel providing support services for educators, parents, school administrators, and students with exceptionalities. Funding also supports implementation of the Professional Development Alternatives (PDA). PDA modules are designed to provide Florida teachers with widely available, easily accessible opportunities to increase their competencies in the ESE area.

3. FIN facilitators are also funded through the FDLRS ACs. The role of the FIN facilitator is to support the mission and project priorities of the FIN. The purpose of the collaboration between the local FIN Facilitators and FIN Administration is to maintain a statewide network of facilitators, consultants, and practitioners who work collaboratively within a regional structure to assist schools and school districts in the implementation of effective and inclusive educational best practices.

B. Program Expectations –

1. The purpose of the 19 FDLRS ACs is to provide the following programs and services for individuals working with ESE students, families, and support agencies:

- a) Assist in the location, identification, evaluation and initiation of appropriate education or other needed services for children and youth, birth through 21 years of age who have, or are at risk of developing, special or unique needs and are not enrolled in public school.
- b) Plan collaboratively with school districts, ESE departments, staff development offices, and other professional learning entities to provide information, professional learning and technical assistance and follow-up related to effective instructional strategies and service delivery models for the education of children and youth who are exceptional or have unique needs.
- c) Assist school districts and families who have children who are exceptional or have special or unique needs to develop effective partnerships allowing shared responsibility to improve the education of all children and youth.
- d) Assist and support school district professional staff and families of students with disabilities in the appropriate use of assistive and instructional technology, assistive technology (AT), related services, universal design principles and technology that enhance learning and communication.
- e) Assist schools and school districts in the implementation of inclusive educational practices.

2. Expected outcomes for deliverables for the FDLRS ACs are identified by functions and include the following:

a) Child Find

- i. Locate children who are potentially eligible for services under the IDEA, and link them with needed services.
- ii. Promote general public awareness of programs and services available for young children who have or are at risk of developing disabilities.
- iii. Provide service coordination and support for diagnostic screening, placement and training.

b) Parent Services

- i. Provide information, training, and support to school districts and families, in order to promote effective parent participation in the education of children who are exceptional or have special needs.
- ii. Provide assistance in the development of family friendly programs, training and support for services for children with disabilities, and support partnerships between schools and parents to support student achievement.

- c) HRD
 - i. Collaboratively plan and provide information, training, technical assistance, consultation and resources related to effective instructional strategies and models for the education of children and youth who are exceptional or have unique needs based on locally assessed needs and established priorities.
 - ii. Conduct needs assessments, as applicable, and personnel development with multi-level professional development activities at the awareness, comprehensive, integration, application, and follow-up levels.
- d) Technology
 - i. Provide assistance and support in the appropriate use of a variety of technologies for students, teachers, professional staff, and parents.
 - ii. Provide support services in the areas of AT, instructional technology, Universal Design for Learning (UDL), accessible instructional materials/National Instructional Materials Accessibility Standards (AIM/NIMAS) Florida services, and virtual and online instruction.

3. For these five county school districts, expectations for the Regional Local Assistive Technology Specialist (RLATS) include the following: Hamilton, Highlands, Leon, Marion and Washington.

- a) Provide assistance and support to district and school staff in the region to support assessments and evaluations for assistive and instructional technologies, face-to-face and online accommodations, and testing accommodations that will improve achievement of students with disabilities.
- b) Provide assistance and support to district and school staff in the region and with the Problem Solving and Response to Intervention (PS/RtI) discretionary project to support the participation and progress of students with disabilities in a highly effective, universal, and differentiated core curricula based on the Florida Standards.
- c) Conduct and coordinate with the PS/RtI Regional Technology Coordinators to provide professional development or technical assistance to teachers and others who provide services to students with disabilities in the region.
- d) Provide assistance and support to district and school staff in the region and the PS/RtI discretionary project to determine data collection procedures and report on progress related to the utilization of technology.
- e) Provide data as directed by the PS/RtI discretionary project, to include all data needed for the annual AT evaluation report.
- f) Coordinate with the technology unit of the PS/RtI project when planning and hosting multi-regional RLATS meetings and activities.
- g) Provide assistance and support at two face-to-face meetings with the PS/RtI Technology unit, one in the fall and one in the spring, for planning and oversight activities.

4. Deliverables for FDLRS ACs include services and products provided through FIN, with a focus on inclusion. FIN will maintain a regional network of facilitators, consultants, and practitioners to assist districts and schools in the implementation of effective and inclusive educational practices. Inclusion is a priority of BEESS.

5. Expected outcomes for the deliverables for FIN will be delivered using a multi-tiered system of support aligned with a data-driven problem-solving process and the BEESS Strategic Plan.

6. In partnership with districts, FIN facilitates the implementation of best practices for inclusive education through:

- a) Data-driven, student-focused planning and problem-solving across districts and schools.
- b) Data-driven professional development and technical assistance to increase knowledge and skills of district and school personnel.
- c) Coaching and resources for district and school personnel to build and sustain capacity.
- d) Sharing information to build collaborative relationships between families, schools, and districts.

7. Each regional FIN team collaborates with districts and schools to collect data on educational placement and student achievement. These data are used to create or adjust the district or school’s Plan for inclusive Education, and to monitor and evaluate the effectiveness of FIN services.

8. FIN Services are structured and provided as follows:

- a) FIN regional teams analyze district data to prioritize and develop an integrated, systematic plan of action to provide targeted and multi-tiered supports and services to districts.
- b) FIN regional teams use a data-driven process, including the Best Practices for Inclusive Education Assessment (BPIE) to assess needs within each region, customize services, and provide in-depth and meaningful support.
- c) FIN services include professional development, technical assistance, and the provision of resources for best practices for inclusive education.
- d) District FIN facilitators travel within their region to provide services as defined by regional, district, and school action plans.
- e) FINs may also collaborate and provide services statewide, as needed, by FDOE and other FIN regions.

C. Target Population –

Infants and toddlers and students in prekindergarten-grade 12; students identified as at-risk; exceptional students (students who are gifted and students with disabilities); and community agencies, district administrators, families, paraprofessionals, related services providers, school administrators, student services, and teachers.

D. Amount -

The total amount for the 2020-21 budget period is:

IDEA, Part B:	\$ 1,391,785.00
GAA - General Revenue:	\$ 29,470.00

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/does610.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/does620.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:
Tresa McCloud
325 West Gaines St. Suite 332
Tallahassee, Florida 32399-0400
Email: Tresa.McCloud@fldoe.org
 2. The name of the DEPARTMENT BEESS Project Liaison for this Agreement is:
April Katine
325 West Gaines St. Suite 614
Tallahassee, Florida 32399-0400
Email: April.Katine@fldoe.org
 3. The name and address of the representative of the PROVIDER responsible for administration of this Agreement is:
Gwen Lipscomb
1701 NW 23rd Avenue
Ft. Lauderdale, Florida 33311
Email: gwen.lipscomb@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.shtml.

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 eight 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 eight 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.
- J. 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 FDLRS AC and FIN

Submission of this application hereby ensures that the applicant and all participating school districts will implement the discretionary project consistent with the requirements of s. 1006.03, F.S., and with the prescribed project priority areas to provide support services to enable school districts to meet the full educational opportunities goal for students with disabilities. Certification of this application by the superintendents of a multi-district service area ensures the existence of a

cooperative agreement for the operation of the project in accordance with the prescribed joint resolution. Consistent with this certification, the applicant and all participants also make the following assurances. Failure to adhere to these assurances will result in notification to the fiscal agent district that the discretionary project is non-compliant and that continued funding is endangered.

The center will function under the auspices of an administrative structure that operates as follows:

- A. The center will operate in accordance with the **Center-Required Operating Procedures** provided by BEESS, which addresses the administrative structure, including members and procedures for the coordinating council, and provision of services for each priority function area.
- B. The coordinating council, in collaboration with the fiscal agent school district and in accordance with the **Center-Required Operating Procedures**, shall select one full-time FDLRS employee as center manager through a competitive hiring process with a minimum of **seventy five percent (75%) of time allocated to project management duties**. In circumstances when the FDLRS manager assumes duties for the fiscal agent school district, no more than twenty five percent (25%) of time may be allocated to activities that are not directly related to FDLRS project management duties and responsibilities. All costs associated with time allocated to non-FDLRS project management duties must be borne by the fiscal agent school district. Time and effort logs must be maintained regardless of the funding source that is supporting costs associated with non-FDLRS project management duties.
- C. The FDLRS project manager will ensure there is a job description and staff assignment for each FDLRS function and for each FIN facilitator.
- D. IDEA, Part B, funds will be used to support students with disabilities ONLY, with no direct services provided to students. IDEA, Part B, funds cannot be used to support the gifted program. Therefore, any staff members who are involved with the gifted program will be paid from general revenue funds consistent with the percentage of time allocated to the gifted program.
- E. The fiscal agent will make the sub-grants to participating school districts consistent with policies and procedures provided in State Board of Education Florida Administrative Code under Finance and Accounting, Rule 6A-1.099, F.A.C. Cooperative Projects and Activities, <https://www.flrules.org/gateway/readFile.asp?sid=0&tid=1051594&type=1&file=6A-1.099.doc>.
- F. Procurement of assistive technology equipment and software are permitted **ONLY** when used for the purposes of preview, trial use, awareness training and skill-building activities within the service area. Discretionary projects are prohibited from purchasing assistive technology for an individual student's use.
- G. All FDLRS staff shall be permitted to travel to all school districts within the center service area to perform project activities. FIN personnel will be permitted to travel to all school districts within their regions.
- H. All FIN project staff will be permitted to travel to participate in regional and, as applicable, statewide activities, including statewide staff meetings and workgroup meetings that are necessary for the implementation of project or network activities, and to improve or develop competencies needed to provide quality training or other services to stakeholders.
- I. Minutes of all coordinating council and, as applicable, advisory committee meetings will be kept on file at the FDLRS ACs, available for review and considered part of the monitoring process.
- J. All personnel are employed through the fiscal agent district using a competitive hiring process based on current FDLRS and FIN job descriptions, unless an approved written waiver has been obtained from BEESS.
- K. Services in all functions and FIN will be made available on a twelve (12) month basis to all personnel involved in the education of students with exceptionalities, including basic and

- exceptional student education teachers, administrators, supervisors, resource staff and support personnel; parents; agency and organization personnel; and private school personnel.
- L. All project staff will be allowed to travel to participate in regional and, as applicable, statewide activities, including function meetings, that are necessary for the implementation of project or network activities, and to improve or develop competencies needed to provide quality training or other services to consumers, notwithstanding restrictions within the fiscal agent or participating districts.
 - M. Services will be based on assessed program needs relating to project outcomes and may not supplant existing facilities, resources or services.
 - N. FDLRS ACs will collaborate with the FDLRS Administration and FIN Administration project to ensure seamless delivery of services at the local, regional and state levels.
 - O. The FIN director at the FIN administration discretionary project will determine the way of work and activities necessary to facilitate a regional approach to professional development and technical assistance within the five Florida Inclusion Network regions. To accomplish this goal, the Florida Inclusion Network director will work in conjunction with FDLRS managers, FIN facilitators, the FDOE project liaison, and school district staff, when appropriate.
 - P. Hire, support travel, and provide work space and office equipment for a full-time RLATS to support district LATS, and other district and school staff in the region in conducting assistive and instructional technology assessments for ESE students and supporting the use of assistive technology in the classroom. PS/RtI project staff will be consulted on the development of the local RLATS job description, and included, as appropriate, in the selection process for any new RLATS.
 - Q. Ensure that the RLATS is approved to travel to all service districts and is able to use RLATS funds to ensure equitable services are provided in support of assistive technology to students with disabilities in all service districts.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

THE STATE OF FLORIDA DEPARTMENT OF EDUCATION

BY: _____

NAME: Richard Corcoran

TITLE: Commissioner

DATE: _____

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools


Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@browardschools.com
Reason: Florida Department of Education - FDLRS
Date: 2020.06.17 13:28:43 -04'00'

Office of the General Counsel