AGENDA REQUEST FORM

A VIII .	171	SCHOOL	JL BOARD OF BROV	VARD CO	DUNTT, PLOKIDA		
Edlic School	MEETING DATE	2020-0	8-19 10:05 - Regular S	school Bo	pard Meeting	Special Ord	er Request No
ITEM No.:	AGENDA ITEM	ITEMS					
EE-19.	CATEGORY	EE. OF	FICE OF STRATEGY	& OPER	ATIONS	Tim	e
-	DEPARTMENT	Grants	Administration			Open A	7. ·
TITLE:		-	U-			☐ Yes	O No
Agreement with Volu	inteer Florida						
J.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		- 100-1111-1				(Augustia)	
REQUESTED A Approve the Agreem July 31, 2021.		Board of Br	roward County, Florida, and	Volunteer	Florida. The Agreement term	begins August 1, 2020), and ends on
SUMMARY EXP	LANATION AND BA	CKGRO	DUND:				
through an approved District. AmeriCorps Service and Love at	national service position, members will provide aca schools across the Distric e been reviewed and app	Twenty-on demic tutor t. The Scho	ne (21) AmeriCorps member ring, lead school-based minion on Board approved the gran	s are to be dfulness in at on Nover	member is an individual who e assigned to seven targeted s tratives, and help organize Bro mber 6, 2019 (Item EE-1). If the General Counsel and will	econdary schools thro oward County Public S	ughout the Schools Day of
SCHOOL BOAR	D GOALS:						
Goal 1: High	h Quality Instruction	on O	Goal 2: Safe & Supp	ortive Er	vironment O Goal 3	B: Effective Comm	nunication
FINANCIAL IMP	ACT:						
CNCS). The District	시스 경투 전 교통 시간 전 경기 위에 가지 그래 가장 살아보고 했다.	in-kind ma	atch through administrative		mmission of the Corporation fo The District will expense up to		Constitution Constitution
EXHIBITS: (List	:)						
(1) Executive Sum	mary (2) AmeriCorps	Contract			0619 (4) Finance APG Ap	proval	
BOARD ACTION	V:	SOURCE OF ADDITIONAL INFORMATION:			ORMATION:	T	
APP	ROVED		Name: Dr. Philip Harris		Phone: 754-32	1-1783	
	ol Board Records Office Only		Name:			Phone:	
THE SCHOOL BOARD OF BROWARD COUNTY, FLO Senior Leader & Title Maurice L. Woods - Chief Strategy & Operations Officer				Approved In Open Board Meeting On:	AUG 1 9 20	120	
			ons Officer	Ву:		Dona 9	Kon
Signature						School Board C	hair
	Maurice Wo 8/10/2020, 11:3		1				•
	0/10/2020, 11.3	U. TU MIN					

Electronic Signature
Form #4189 Revised 07/25/2019
RWR/ MLW/SWL:dt

AGREEMENT EXECUTIVE SUMMARY

Grant Program	Volunteer Florida – AmeriCorps		
Status	New - Competitive		
Funds Requested	\$264,600 (awarded)		
Financial Impact Statement	The positive financial impact is \$264,600 for the first year of programming. The source of funds is Volunteer Florida as a state commission of the Corporation for National and Community Service (CNCS). The District application included a required match. An in-kind match of \$127,182 through administrative staff time was approved. However, for the 2020-2021 contract year, match is not required per CNCS authority to issue a blanket waiver under 42 U.S.C. § 12571(e)(4) and consistent with 45 CFR 2521,70 and as referenced in CNCS COVID-19. FAQ #24. The Commission reserves the right to issue a contract amendment if CNCS requirements change during the contract year. The funding period for the anticipated program is August 1, 2020 – July 31, 2021.		
	The District will potentially incur \$10,500 of expenses through the Student Support Initiatives and Recovery fiscal year 2021 budget to outfit AmeriCorps members with technology for distance learning initiatives.		
Schools Included	Participating schools include: Middle: Olsen and West Glades: High: Boyd Anderson, Deerfield Beach, Miramar, Northeast, and South Plantation.		
Managing Department	Student Support Initiatives and Recovery (SSIR)		
Source of Additional	Dr. Philip Harris, Program Manager, Recovery 754-321-1783		
Information	2. Dr. Antoine Hickman, Chief – SSIR 754-321-1660		
Project Description	Multi-year AmeriCorps grants are awarded to eligible organizations proposing to engage AmeriCorps members in evidence-based or evidence-informed interventions to strengthen communities. An AmeriCorps member is an individual who engages in community service through an approved national service position. Members will receive a living allowance - while serving. Upon successful completion of their service, members earn a Segal AmeriCorps Education Award from the National Service Trust that members can use to pay for higher education expenses or apply to qualified student loans.		
	Twenty-one AmeriCorps members will be assigned to targeted schools throughout the seven District zones. In this pilot program, AmeriCorps members will provide academic tutoring, lead school-based mindfulness initiatives, and help organize Broward County Public Schools Day of Service and Love at schools across the District.		
	Programs are designed to be delivered either in person or electronically in compliance with the District's eLearning guidelines including the utilization of MS Teams for remote communications with impacted community members.		
Evaluation Plan	Number of individuals served will be tracked. Rates of chronic absenteeism will be evaluated. Metrics in mindfulness application and school climate will be evaluated.		
Alignment with Strategic Plan	This program aligns with District Strategic Plan Goal 1: High-Quality Instruction (Connection to School) and District Strategic Plan Goal 3: Effective Communication (Community Partnerships) as student achievement and engagement increase through community involvement and volunteerism in schools.		
Level of Support provided by Grants Administration (GA)	Level 3 – GA staff gathered stakeholders for meaningful consultation of contract terms and oversaw the contract approval process. GA staff liaised with the partner for language negotiations. GA staff will present the item for School Board review and track the agreement through full-execution.		



Volunteer Florida AmeriCorps Contract Agreement 2020-2021

This contract agreement is hereby made and entered into as of this August 1/2, 2020 (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida (the "Commission"), having its principle place of business at 1545 Raymond Diehl Rd, Suite 250, Tallahassee, FL 32308, and The School Board of Broward County, Florida with its principal place of business located at 600 South East Third Avenue Fort Lauderdale, FL 33301 (the "Provider") (collectively, the "Parties") and referred to herein as the "Contract Agreement."

In consideration of the contracted services by the Commission and of the advantages and benefits received by the Provider by virtue of such relationship, the receipt and adequacy of all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the Parties agree as follows:

Contract Terms and Conditions

This AmeriCorps Contract Agreement and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

A. Contract Term

The term of the contract agreement is for a period of twelve months beginning on the Effective Date as identified above and terminating on the 7/31/2021 (the "Termination Date").

B. Contract Allocation

- Total Contract Amount: \$391,782.00
- Total Corporation for National and Community Service (CNCS) Share: \$264,600.00
- 3. Total Grantee (Provider) Share: \$127,182.00

C. Contract Deductions and Withholdings

The Commission reserves the right to deduct the following expenses from the Provider Budget:

- Commission's Fixed Fee for Administrative Costs up to 2%: \$5,289.00
- 2. Contract Grantee and Match Amount \$127,182.00



For the 2020-2021 contract year, match is not required per CNCS authority to issue a blanket waiver under 42 U.S.C. § 12571(e)(4) and consistent with 45 CFR 2521.70 and as referenced in CNCS COVID-19, FAQ #24. The Commission reserves the right to issue a contract amendment if CNCS requirements change during the contract year.

D. Contract Payments

1. Funding

This will be a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. The Commission's performance and obligation to pay for services rendered under this contract is contingent upon available funding from CNCS and the State of Florida.

2. Invoicing

- a. The Provider will submit to the Commission a monthly invoice using the Volunteer Florida Invoice Form attached hereto as Exhibit VII and incorporated herein by reference (the "Reimbursement Invoice"). All Reimbursement Invoices are due no later than the 15th of each month.
- Monthly invoice documentation should be sent electronically to per@volunteerflorida.org.

3. Overpayment

In the event that the Commission, the Provider or an auditor discovers an overpayment has been made to the Provider, the Provider will repay the overpayment within thirty (30) calendar days.

E. Contract Amendments

All amendments to the contract agreement must be in writing and utilize the format provided in Exhibit VI. All budget revisions must be in writing and utilize the format provided in Exhibit V, attached herein and incorporated by reference. Contract amendments must be executed by authorized representatives of the Commission and the Provider.

F. Contract Termination

1. Termination at Will

This contract agreement may be terminated without cause by either of the Parties upon no less than sixty (60) calendar days' notice provided in writing in accordance with all notice provisions included herein, unless both parties



mutually agree upon a lesser time. Notice will only be sufficient if it complies with the notice requirements identified herein.

2. Termination Due to Lack of Funds

In the event the Commission determines funds necessary to finance this Provider Agreement become unavailable, the Commission may immediately terminate the Provider Agreement by providing written notice in accordance with all notice provisions herein. The Commission shall be the final authority as to the availability of funds.

Termination for Breach

The Commission may immediately terminate this contract agreement for cause, including for non-compliance or breach of contract by the Provider. If applicable, the Commission may employ the default provision in Florida Administrative Code, Chapter 60A-1.006(3). Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Commission's right to remedies of law or to damages.

II. Other Provisions

A. Ownership and Sharing of Grant Products

The Provider, to the extent possible, agrees to make products produced under this contract available to others in the field at the cost of reproduction. The Commission retains royalty-free, non-exclusive and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under this contract and to authorize others to do so. The Commission may distribute such products through a designated clearinghouse. The Provider may not sell any work that includes the Commission logo without prior written approval from the Commission.

B. Point of Contact

The primary contact for all matters relating to this contract agreement shall be the staff listed herein, unless otherwise specified in writing. The primary contact will notify all parties in writing of alternative contacts should that person become unavailable. The name, address and telephone number of the Commission's AmeriCorps Program Manager is: Arnold McKay, AmeriCorps Program Manager, 1545 Raymond Diehl Rd, Suite 250, Tallahassee, FL 32308, (850) 414-7400.



C. No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by the Provider, in which sovereign immunity is applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Further, the Provider agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

D. Contract Exhibits

The following Exhibits are incorporated herein as part of the 2019-2020 AmeriCorps Contract Agreement:

Exhibit I - Contract Provisions

Exhibit II - AmeriCorps Proposal, Budget and Budget Narrative

Exhibit III - National Service Criminal History Check Status Form

Exhibit IV - General and AmeriCorps Grant Terms and Conditions

Exhibit V - Budget Revision Request Form

Exhibit VI - Contract Amendment Form

Exhibit VII - Volunteer Florida Monthly Invoice Worksheet

Exhibit VIII - Property and Equipment Inventory

Exhibit IX - Vendor EFT Authorization Form

Exhibit X - W-9

Exhibit XI - Contract Closeout Checklist

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.



COMMISSION

Signature:

Clay Ingram, Chief Executive Officer

8/31/2020

Date:

ACCEPTED BY:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

8/19/20

Date

Approved as to Form and Legal Content:

Office of the General Counsel

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2 VIII &						7	
TEM No:	TING DATE	2019-11	-06 10:05 - School I	Board Oper	ational Meeting	Special Yes	Order Request No
ITEM No.: AGE	NDA ITEM	ITEMS					Time
EE-1.	CATEGORY	EE. OFF	ICE OF STRATEGY	Y & OPERA	TIONS		TIME
DEI	PARTMENT	Grants A	dministration				en Agenda
TITLE:		-				● Yes	O No
Grant Applications - Post-Sub	mission						
REQUESTED ACTION:							
Approve the submission of the (requested) C. Broward Colleg Donors Choose, SO (\$335 in-k Florida Department of Educati Explanation and Backgroun	e(1), \$5,000 (n ind donation awa on(1), \$518,11	equested) i rded) G. Fi 7 (requeste	D. Broward College(2) delity Charitable Donor-A	, S5,000 (requ Advised Fund,	ested) E. Broward County Fa \$2,110 (awarded) H. Florida	rm Bureau, \$3,5 Farm Bureau	500 (requested) F. , \$500 (awarded) I.
SUMMARY EXPLANAT	ION AND BA	CKGRO	JND:				
K. Motorola Solutions Foundal Giving, \$9,911 (requested) O, (requested) Q. Volunteer Flori Malmart Foundation – New an office on the 14th floor of the H	Teaching Tolerar da S227,544 (r d Emerging, S7	nce Educat equested) 750,000 Co	or Grants, \$10,000 (requ R. Walmart Foundation ppies of the grant applica	ested) P. Unit (1), \$4,790 (r	ed States Environmental Pro equested) S. Walmart Found	lection Agency ation(2), \$1,5	., \$400,000 00 (requested) T.
SCHOOL BOARD GOA	LS:					Sene	
Goal 1: High Qual	-	n 💿 (Goal 2: Safe & Sup	portive En	vironment Goal 3	:Effective C	ommunication
FINANCIAL IMPACT:							
The potential positive financial	impact if all proje	cts are awa	arded is \$2,101,080 from	n various sourc	es.		
EXHIBITS: (List)							
(1) Executive Summaries							
BOARD ACTION:			SOURCE OF ADD	ITIONAL INFO	ORMATION:		
APPROVED			Name: Stephanie R. Williams			Phone: 75	54-321-2260
(For Official School Board Re			Name:			Phone:	
HE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Approved in Open				NOV D	6 2019		
Maurice L. Woods - Chief Strategy & Operations Officer			ns Officer	Board Wreeting On	Board Meeting On: - By:	Henther	O Ence Eword
Signature						School Boa	ard Chair
Maurice Woods 10/28/2019, 12:32:51 PM							
.0/1	,			1			

Electronic Signature Form #4189 Revised 07/25/2019 RWR/ MLW/SRW:dt



Finance Division-Sign off (APG)

Required Financial/Budget Information for Board Items

Review/Approval/Signature

Department/School Grants on	behalf of SSIR	Date: _7/31/20
Oleg Gorokovsky All Funds		Date:
Omar Shim All Funds		Date:
Jeffrey Whitney Capital Funds		Date:
Becky McMahan Gen Funds/Grant Fund	s	Date:
Jose Laverde Gen Funds/Grant Funds		Date:
Ella Toney-Fullard Grant Funds	<u>CHH</u>	Date: 8/3/2
Chief Financial Officer All Funds		Date:
Additional Comments/Notes:		
The AmeriCorps award from Volunte	er Florida provides funds	to hire
21 national service members to expa	nd academic and wellnes	s initiatives
across the District. Up to 21 laptops v	will be purchased to supp	ort student eLearning.
A maximum of \$10,500 will be expen	sed from the SSIR budget	for this purchase.