



FLORIDA DEPARTMENT OF
EDUCATION
fldoe.org



TOP-2



Turnaround Option Plan—Step 2(TOP-2) Charter (CH)

**Escambia County Public Schools
Warrington Middle School**

Due: October 1 for Cycle 1 or January 31 for Cycle 2-4

Form Number TOP-2, CH, incorporated in Rule 6A-1.099811, F.A.C., effective December 19, 2019

**Turnaround Option Plan—Step 2 (TOP-2)
Charter**

Purpose

The purpose of this document is to guide districts to develop a plan for implementation of the turnaround option Charter (CH).

Directions

Districts shall complete this Step 2 form for each school for which the district is selecting CH. This completed form must be signed by the superintendent or authorized representative and emailed to BSI@fldoe.org no later than October 1 if this is Cycle 1 or January 31 if this is Cycle 2-4. The subject line of the email must include district name, school name and TOP-2(CH).

School

In the box below, identify the name and MSID number of the school that will be supported through CH.

School Name/ MSID Number
Warrington Middle School/0561

CH Assurances

The district must agree to ALL of the following assurances by checking the boxes below.

Assurance 1: Close and Reopen School

The district shall close the school and reopen it as a charter or multiple charters.

Description of how the district will address Assurance 1: Close and Reopen School

The Escambia County Public School System (ECPS) will work collaboratively with Charter Schools USA (CSUSA) to transition Warrington Middle School from a district run public school to a charter school. The Educational Review Agreement (attached) outlines the first phase of this process.

Since Warrington Middle School is currently in operation, the school will not close and reopen, but will transition into a zoned charter school. As the district and CSUSA work through the educational review, the school configuration (Middle, K-8) will be determined and an attendance zone will be established and an application process defined if/as needed.

Turnaround Option Plan—Step 2 (TOP-2) Charter

Assurance 2: Contracting with Charter Organization

XThe district shall enter into a contract with the charter organization following established district policies and procedures for contracting with external providers.

Description of how the district will address Assurance 2: Contracting with Charter Organization

The Escambia County Public School System has already entered into an Educational Review Agreement with Charter Schools USA. Upon completion of this review, CSUSA will submit a charter school application for approval.

Assurance 3: Selecting a Successful Organization

XThe district shall select a charter organization that has a record of school improvement in turning around schools that are high-poverty and low-performing with students of similar demographics or a charter school with a record of high performance.

Description of how the district will address Assurance 3: Selecting a Successful Organization

Since its creation, Charter Schools USA has been centered around student success and increasing access to high-quality education by replicating high-performing schools and turning around failing schools. Charter Schools USA utilizes an education model for continuous improvement that includes an instructional approach developed after extensive studies of educational practice. The purpose of this model is to ensure effective delivery of a guaranteed and viable curriculum that facilitates each student's mastery of state standards.

Assurance 4: Selecting Instructional Staff

X The district shall ensure that instructional personnel rated as Unsatisfactory and Needs Improvement based on both the three-year aggregated state Value-added Model (VAM) rating, if applicable, and on the district's approved evaluation system, pursuant to section 1012.34, F.S., shall not be staffed at the school.

Description of how the district will address Assurance 4: Instructional Staff

The Escambia County Public School System will assist Charter Schools USA with retrieving evaluation and VAM ratings as requested for all possible Charter School USA employees. The district will continue to assist Charter Schools USA during the entire staffing process as requested by Charter Schools USA.


**Turnaround Option Plan—Step 2 (TOP-2)
Charter**

Acknowledgement

Check the box that applies to the district selection of CH.

For Cycle 1, the district acknowledges that the plan and the district school board approved CH contract is due to the Department by October 1.

For Cycle 2-4, the district acknowledges that the plan and proposed CH contract are due to the Department by January 31 and the district school board approved CH contract is due to the Department by May 1.

Name and title of person responsible for completing and submission of the TOP-2
Hollie Wilkins, Director of School Transformation Office
Contact information: email, phone number
hwilkins@ecsdf.org (850) 469 5327
Date submitted to the Bureau of School Improvement
12/14/22
Superintendent Signature (or authorized representative)


EDUCATIONAL REVIEW AGREEMENT

THIS EDUCATIONAL REVIEW AGREEMENT is made and entered into as of the 1st day of December, 2022, by and between Charter Schools USA, Inc. and affiliates, ("CSUSA"), and Escambia County School Board ("ECSD") and collectively referred to as the "Parties" for Educational Review Services at Warrington Middle School ("Warrington").

RECITALS

WHEREAS, ECSD currently operates Warrington located at 450 S. Old Corry Field Rd. Pensacola, Florida 32507. Warrington is currently serving 568 students in grades 6-8.

WHEREAS, the recent academic performance of Warrington has been such that ECSD desires to retain CSUSA to manage and operate Warrington at its current location commencing July 1st, 2023.

WHEREAS, prior to retaining CSUSA to manage and operate Warrington, ECSD desires to retain CSUSA to conduct an Educational and Facility Review of Warrington as well as the surrounding community and its educational needs.

WHEREAS, CSUSA desires to be retained by ECSD to conduct an Educational and Facility Review of Warrington as well as the surrounding community and its educational needs.

WHEREAS, ECSD has determined that it is in its best interest to contract with CSUSA to conduct an Educational and Facility Review of Warrington; and

WHEREAS, the Parties hereby willingly agree to enter into a contract for an Educational and Facility Review at School as expressly set forth herein.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

ARTICLE I CONTRACTING RELATIONSHIP

A. Authority. ECSD represents that it is authorized by law to contract with CSUSA and for CSUSA to provide educational and facility review for the School. CSUSA is authorized by law to contract with ECSD to provide such a Review. Each party shall be responsible for its actions and the acts of its agents, and employees.

B. Agreement. ECSD hereby contracts with CSUSA, to the extent permitted by law and in conformity with state and federal laws, to conduct a Review of the School's educational program, its personnel, and educational delivery as well as student progress and achievement. In addition, CSUSA shall conduct a Review of the Facility and other aspects of the School as it impacts upon the educational delivery and student achievement.

C. Designation of Agents. ECSD designates the employees of CSUSA as agents of the School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act (“FERPA”) and other applicable law.

D. Status of the Parties. CSUSA is not a division or a part of ECSD. ECSD is not a division or part of CSUSA. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create an employer employee relationship. The relationship between ECSD and CSUSA is based solely on the terms of this Agreement.

ARTICLE II TERM

This Agreement shall commence on December 1st, 2022 and shall extend by and through June 30, 2023. The initial term shall continue unless terminated earlier in accordance with this Agreement. After the initial term, the Parties anticipate entering into separate Agreement for oversight and management of the School.

ARTICLE III FUNCTIONS OF CSUSA

- A. Educational and Facility Review.** CSUSA shall conduct an Educational and Facility review of the School.
- B. Review Report.** Upon completion of such Review, CSUSA shall provide a detailed report of its findings to ECSD and such other entities as may be required. The report shall contain recommendations focused upon the improvement of the educational outcomes for students, including but not limited to maximizing student academic achievement, closing the achievement gap while providing a safe and supportive environment for all students.
- C. Specific Functions.** As part of its Review, CSUSA shall specifically review the following:
 - 1. **EDUCATIONAL PROGRAM** Review the Educational Program, including the selection of instructional materials, personnel, equipment, technology and supplies, and provide review of extra-curricular and co-curricular activities and programs. Review evaluation, assessment and continuous improvement of the educational curriculum and program development.
 - 2. **STUDENT ASSESSMENT and ACHIEVEMENT.** Review the progress of pupil enrollment, admissions, placement, assessment and performance; educational goals; curriculum; special education services; and methods of monitoring compliance with performance of targeted educational outcomes. This

student assessment shall include review of the services provided to ESE and ELL students;

3. **TEACHER AND SCHOOL LEADERSHIP ASSESSMENT** CSUSA shall review performance evaluations of personnel and school leadership.

4. **PROFESSIONAL DEVELOPMENT** CSUSA shall review training methods, curriculum, program, and technology provided to all teaching personnel and any training provided to non-instructional personnel including any instruction, training and preparation for educator preparation and certification programs to personnel seeking to transition to teaching.

5. **FACILITY ASSESSMENT.** Review the physical plant and technology including furniture, fixture and equipment.

6. **OTHER.** Review any other function necessary for the delivery of Education and the administration of the School including compliance with state and federal law.

D. Services to Disabled Students and Special Education. CSUSA shall review compliance with special education services to students who attend the School in conformity with the requirements of state and federal law.

ARTICLE IV OBLIGATIONS OF ECSD

A. Good Faith Obligation. During the term of this agreement, ECSD shall remain for the operation and control of the School. ECSD shall fully cooperate with CSUSA during its review for the School.

B. Assistance to CSUSA. ECSD shall cooperate with CSUSA in furnishing all information and reports required in the performance of CSUSA's Review.

C. Access to Records. Subject to section 119.071, Florida Statutes, CSUSA shall have access to the employment and financial records of ECSD regarding School personnel and operations.

ARTICLE V FINANCIAL ARRANGEMENTS

A. Fee. CSUSA shall be entitled to compensation for its services. The fee shall be as reflected on Schedule A attached hereto.

**ARTICLE VI
TERMINATION**

A. TERMINATION. After the first 90 days of this agreement either party may terminate with 30 day prior written notice.

**ARTICLE VII
INDEMNIFICATION**

Each party to this Agreement does hereby indemnify and hold harmless the other, and the Sponsor, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) its negligence; (ii) its action taken or not taken; or (iii) its noncompliance or breach of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

**ARTICLE VIII
WARRANTIES AND REPRESENTATIONS**

A. Parties Warranties and Representations. The parties hereby represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement.

B. Mutual Warranties. The ECSD and CSUSA mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE IX
MISCELLANEOUS**

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between CSUSA and ECSD with respect to the services provided herein for the School.

B. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Florida, and subject to venue in Escambia County.

C. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or

address set forth below. Notice may be given by: (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the President or Chairman of each party, are as follows:

ECSD:

Superintendent Tim Smith, Ed.D.
Escambia County Public District
75 North Pace Blvd.
Pensacola, Florida 32505
(850) 432-6121

CSUSA:

Chief Financial Officer
Charter Schools USA
800 Corporate Drive, Suite 700
Ft. Lauderdale, FL 33334
Phone: 954-202-3500
Fax: 954-202-2047

D. Assignment. Neither party may assign this Agreement without the written consent of the other.

E. Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by both parties.


F. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

G. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to CSUSA powers or authority of ECSD. Nothing in this Agreement shall be construed as a waiver of ECSD's sovereign immunity and the limitations set forth in section 768.28, Florida Statutes.

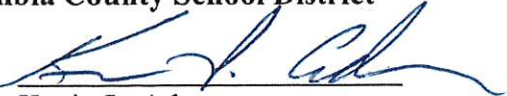
H. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Charter Schools USA, Inc.

By: 
Name: Richard Garcia
Title: Chief Financial Officer of Charter Schools USA, Inc.

Escambia County School District

By: 
Name: Kevin L. Adams,
Title: Chair

Attest: 
By: 
Name: Timothy A. Smith
Title: Superintendent


APPROVED FOR LEGAL CONTENT



Ellen Odom, General Counsel
ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

NOV 15 2022

DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY 

Schedule A

CSUSA fees shall be \$15,000 per month for services such as those described below.

1. Review the current school's culture, environment, and academic performance.
2. Assess curriculum and instructional strategies
3. Assess employees/positions needed for the school.
4. Analyze equipment, technology, supplies, extra-curricular equipment, and more.
5. Examine systems that include enrollment and placement.
6. Evaluate student progression and the levels of student learning.
7. Determine appropriate special education services and English language learners services.
8. Evaluate teaching standards.
9. Review performance evaluations of personnel.
10. Review performance evaluations of school leadership.
11. Analyze training and professional development methods.
12. Assess any training designed for non-instructional personnel.
13. Determine appropriate instruction, training and preparation for teacher candidates transitioning into education.
14. Evaluate the physical plant, furniture, fixtures, and equipment.
15. Review other needed functions associated with the education of students and the administration of the school.

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

Approved:

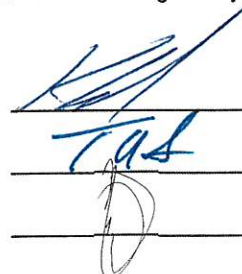


NOV 15 2022

DR. TIMOTHY A. SMITH, SUPERINTENDENT
~~NOTIFIED BY RECORDING SECRETARY~~

Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Initials of Each Signatory:




State of Florida
Vendor Certification Regarding E-Verify

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or School Board of Escambia County (SBEC). ECSD or SBEC may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or SBEC. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or SBEC and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award for a period of at least one (1) year.


Certified By:  _____ AUTHORIZED SIGNATURE
Print Name and Title: <u>Richard Garcia - CFO</u>
Date: <u>12-08-2022</u>

State of Florida
Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:  _____ AUTHORIZED SIGNATURE
Print Name and Title: <u>Richard Garcia - CFO</u>
Date: <u>12-08-2022</u>

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

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

CSUSA

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

Richard Garcia - CFO

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

12-08-2022

SIGNATURE(S)

DATE

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

5.12 JESSICA LUNSFORD ACT

(1) **Jessica Lunsford Act:** In order to comply with the Jessica Lunsford Act (JLA) as amended, relating to vendors and contractors the following policy shall apply. Although the JLA, as amended, may allow more latitude for contractors than the policies outlined herein, the Escambia County School Board reserves the right to set more stringent policies than the threshold required by the statute.

(2) **Screening Standards:**

The revised JLA has narrowed the list of prior offenses which disqualify non-instructional contractor personnel from access to school facilities, allowing a wider range of potential workers to be employed at school jobsites. However, it is the ongoing duty of the Board to protect student welfare. Therefore, the School Board of Escambia County reserves the right to restrict access to a higher standard than the threshold set forth in the revised statute. Screening shall be commensurate with the screening standards in Level 2 as defined by Section 435.04, Florida Statutes.

(3) **Appeals:**

In cases where non-instructional contractors who under Section 1012.467(2)(a), Florida Statutes, would be subject to reduced screening standards are denied access as a result of Level 2 screening, the contractor may appeal the decision in writing within 10 days of notification of denial. The Superintendent shall act upon the appeal within 30 days of receipt of the appeal. In the review of all appeals a reasonable basis shall apply.

(4) **Line-of-Sight Provision:**

(a) The JLA Section 1012.468(2)(a), Florida Statutes, as amended, allows contractors who have not passed background screening to work on school grounds as long as they are under direct line of sight supervision of a screened supervisor or district employee. Except as outlined in (b) and (c) of this rule, the School Board of Escambia County does not grant this degree of latitude due to the possibility that the screened supervisor may be called away by an emergency or lose sight of an employee.

(b) Line-of-sight provisions may be used for individual contractors providing training or educational resource presentations provided they are escorted by responsible District administrative staff to and from the delivery venues and remain under constant supervision throughout their lecture/training delivery obligation. Departments utilizing such individual contractors must notify the Protection Services Division in writing prior to their arrival. Furthermore, these exempted individual contractors must be checked against the national sexual offender database by the responsible District administrative staff member.

(c) Line-of-sight provisions may be used for contractors responding to time sensitive critical emergencies provided they are escorted by responsible District administrative staff to and from the work site and remain under constant supervision throughout their service/repair obligation. Departments utilizing such individual contractors should coordinate with the Protection Services Division. Furthermore, these exempted individual contractors must be checked against the national sexual offender database by the responsible District administrative staff member.

(5) Physical Barrier Provision:

The JLA Section 1012.468(2)(e), Florida Statutes, as amended, allows personnel who have not passed background screening to work on a school campus if there is a barrier in place configured so as to ensure reasonable physical separation from normal student activity. This requires a 6-foot chain link fence, with a single ingress/egress point allowing access only from off-campus/public right-of-way. The physical barrier provision is allowed, however, the fence must also include a visual fabric screen and remain intact throughout the time workers are on campus. Should the fence be damaged, repairing it shall be the contractor's immediate priority. If the fence is not repaired, all unscreened workers will be required to leave the jobsite.

(6) Screening Exemption Provisions:

- (a) Section 1012.468(2)(f), Florida Statutes, allowing exemption for delivery personnel is reasonable shall be applied. Contractor personnel who enter campuses only briefly to pick up or deliver materials, commodities, or property and who are under supervision of school employees their entire time on campus will be exempt from screening. This does not include service technicians who make more lengthy visits to work on equipment on campuses.
- (b) District properties where students are not present during the course of the normal education process are exempt from the requirements of JLA screening. District facilities employing student workers are not exempt.

(7) Periodic Background Screening:

Background checks, where required, are to be done at least every five (5) years. However, the Board reserves the right to limit some credentials to shorter term and can require more frequent background checks for renewal as deemed necessary.

(8) Screening Result Sharing:

Screening information will be shared with other districts as provided in Section 1012.467(7)(a).

CSUSA

Company



Signature

12-8-2022

Date

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

Initials of each
Signer:

NOV 15 2022

DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505