Road to Recovery
ESSER 2 Application

Name of LEA	Gulf Shores City Schools Board of Education
Name of Superintendent	Dr. Matt Akin

APPLICATION CONTENTS

- Assurances
- Budget and Plan Details Part 1 (State ESSER 2 Reserve)
- Budget and Plan Details Part 2 (LEAs ESSER 2 Funds)
- Certification and Signature

ASSURANCES

Select each box within each category of assurances. *NOTE: Selecting a checkbox is the digital signature for the specified local education agency (LEA) personnel in the assurance.*

Recovery Plan Certification Assurance

The LEA Superintendent and CSFO assures or certifies the following:

☑	The LEA Superintendent certifies to the best of his/her knowledge and belief that all of the information and data in this recovery plan are true and correct. The LEA Superintendent acknowledges and agrees that failure to comply with all assurances and certifications in this recovery plan, all relevant provisions and requirements of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), Pub. L. No. 116-260 (December 27, 2020), or any other applicable law or regulation may result in liability under the False Claims Act, 31 U.S.C. § 3729, et seq. ; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted and amended as regulations of the Department in 2 CFR Part 3485; and 18 U.S.C. § 1001, as appropriate, and other enforcement actions.

CRSSA Act Assurances

The LEA Superintendent and CSFO assures or certifies the following:

☑	The LEA that receives ESSER 2 funds will, to the greatest extent practicable, continue to compensate its employees and contractors during the period of any disruptions or closures related to COVID-19 in compliance with Section 315 of Division M of the CRRSA Act. In addition, LEAs that accept funds will continue to pay employees and contractors to the greatest extent practicable based on the unique financial circumstances of the LEA. CRRSA Act funds generally will not be used for bonuses, merit pay, or similar expenditures, unless related to disruptions or closures resulting from COVID-19.
☑	The LEA will request technical assistance on the use of ESSER 2 funds for remote learning, which includes both distance learning as defined in Section 103(7) of the HEA and distance learning as defined in ESEA Section 8101(14), so that students can continue learning during school closures.
☑	The LEA will cooperate with any SEA monitoring policies and/or procedures with regards to the allowability of expenditures.
☑	The LEA will use ESSER 2 funds for purposes that are reasonable, necessary, and allocable under the CRRSA Act.
☑	The LEA will provide to the SEA the methodology used to provide services or assistance to students and staff in public schools, the uses of funds and demonstration of their compliance with Section 313(d), such as any use of funds addressing

	the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.
☑	The LEA will cooperate with any examination of records with respect to such funds by making records available for inspection, production, examination, and authorized individuals for interview and examination, upon request.
☑	The LEA will comply with the provisions of all applicable acts, regulations, and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR Parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted and amended as regulations of the Department in 2 CFR Part 3485; and the Uniform Guidance in 2 CFR Part 200, as adopted and amended as regulations of the Department in 2 CFR Part 3474.
☑	The LEA will comply with General Education Provisions Act (GEPA) Sections 427 and 442.
☑	The LEA will take all necessary steps to allow every student, teacher, and other program beneficiary to participate in the ESSER 2 program. If any barrier arises that impedes equal access to, or participation, in the program, the LEA will quickly address and resolve those issues. (GEPA 427)
☑	The LEA will provide services and assistance from ESSER 2 funds to students and staff during the period of performance. (LEAs will be allowed to expend funds until September 30, 2023. Pre-award costs will be allowed for allowable costs on or after March 13, 2020.)
☑	The LEA will comply with the maintenance of effort provision in Section 317(a) of Division M of the CRRSA Act absent waver by the Secretary pursuant to Section 317(b) thereof.

Other General Assurances

The LEA Superintendent and CSFO assures or certifies the following:

☑	The LEA will complete a comprehensive needs assessment outlining how the district will align resources for High-Quality Instructional Materials (HQIM), High-Quality Professional Development (HQPD), High-Quality Tools for Supporting Unfinished Learning, and Facility Renovations that will close the achievement gap of students caused by the COVID-19 pandemic.
☑	The LEA will submit a completed rubric identifying alignment to specific qualifiers for all selections that have not been previously vetted by the ALSDE through an initiative, program, connected group, and/or vetted list.
☑	The LEA will plan using the comprehensive needs assessment as a tool for making decisions for students and staff (i.e., targeted student groups -- students who are behind or have skills/standards gap and planning High-Quality Professional Development making sure that there is adequate time to teach necessary content).
☑	The LEA will embed opportunities for tutoring and extended learning time throughout the academic school day through alignment with the master schedule. The LEA will also consider times before and after school, on weekends, and during the summer for the 2021-2022/2022-2023 school years.

ESSER 2 Allowable Use Assurance

The LEA Superintendent and CSFO assures or certifies the following:

☑		The LEA will only provide the following allowable services and assistance from ESSER 2 funds to students and staff:
	☑	Activities authorized by the Every Student Succeeds Act (ESSA).
	☑	Activities authorized by the Individuals with Disabilities Education Act (IDEA).
	☑	Activities authorized by the Adult Education and Family Literacy Act.
	☑	Activities authorized by the Carl D. Perkins Career and Technical Education Act of 2006.
	☑	Activities authorized by Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act.
	☑	Coordination of preparedness and response efforts of local education agencies with state, local, tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to the coronavirus.
	☑	Providing principals and other school leaders with the resources necessary to address the needs of their individual schools.
	☑	Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population.

	☑		Developing and implementing procedures and systems to improve the preparedness and response efforts of local educational agencies.
	☑		Training and professional development for staff of the local educational agency on sanitation and minimizing the spread of infectious diseases.
	☑		Purchasing supplies to sanitize and clean the facilities of a local educational agency, including building operated by such agency.
	☑		Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the IDEA and ensuring other educational services can continue to be provided consistent with all federal, state, and local requirements.
	☑		Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the local educational agency that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment.
	☑		Providing mental health services and supports.
	☑		Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, children with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.
	☑		Addressing learning loss among students, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care, of the local educational agency, including by:
		☑	Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction.
		☑	Implementing evidence-based activities to meet the comprehensive needs of students.
		☑	Providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment.
		☑	Tracking student attendance and improving student engagement in distance education.
	☑		School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.
	☑		Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door repair and replacement.
	☑		Other activities that are necessary to maintain the operation of and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.

BUDGET PART 1 – STATE ESSER 2 RESERVE

STATE ESSER 2 Reserve

Each LEA has already received award letters indicating funds available through ESSER 1 and ESSER 2. Additionally, the ALSDE is making available a portion of its ESSER State Reserve Funds to every LEA funds for two purposes: (1) formative student assessment in Grades 4-8 for mathematics and reading at a rate of $12 per student and (2) course of study professional development in Mathematics and English Language Arts.

Category	Total
Course of Study ELA PD (pending adoption)*: This allocation is being granted to each LEA to be used for course of study PD directly aligned to *2021 Course of Study: English Language Arts*. To be considered high quality, the PD must provide training on the specific-grade and course-level standards, as well as provide pedagogical connections for instruction. Base allocations will be provided for: A) Elementary Teachers (K-5) - $400 for registration, materials, substitutes for follow-up trainings or PLCs . B) Secondary Teachers (6-12) - $1,050 for registration, materials, substitutes for follow-up trainings or PLCs.	$39,700
Course of Study Math PD*: This allocation is being granted to each LEA to be used for course of study PD directly aligned to *2019 Course of Study: Mathematics*. To be considered high-quality, the PD must provide training on the specific-grade and-course level standards, learning progressions, as well as provide pedagogical connections for instruction. Base allocations will be provided for: A) Elementary Teachers (K-5) - $400 for registration, materials, substitutes for follow-up trainings or PLCs. B) Secondary Teachers (6-12) - $1,050 for registration, materials, substitutes for follow-up trainings or PLCs.	$39,700
Assessment Award for Grades 4-8:** This allocation is being granted to extend each school's early reading and math assessment system through Grade 8. The allocation will be $12 per student based on each school's 2020-2021 ADM.	$9,526

*Various PD offerings have been designated as course of study professional development using an asterisk. If a district chooses to offer course of study PD not designated as approved in this plan, the district should complete and submit the PD rubric as evidence of high quality and aligned PD.

**If choosing an assessment system not on the vetted list (Amplify, Curriculum Associates, iStation, NWEA, Pearson, Renaissance), districts should complete and submit the assessment rubric as evidence of high quality.

Refer to Road to Recovery Consolidated Plan and ESSER 2 Application Guide and additional Resource Guide for assessment and course of study professional development that is presumed to be approved or for rubrics. Please remember to have your teachers register for selected training as soon as possible. Professional development training costs will be invoiced through individual LEAs.

State ESSER 2 Reserve allocations are attached to this application.

Budget Part 2 – LEA ESSER 2 Funds

In building budgets, please keep in mind that federal funds should be utilized to supplement your state and local funds. The consolidated budget does not have to include state and local funds, but their availability and utilization should be considered the foundation for building academic recovery plans. Likewise, when considering facilities upgrades (e.g., improvements to nurses' stations), state and local funds including PSCA bond issue should be considered before utilizing limited federal resources.

BUDGET – HIGH-QUALITY INSTRUCTIONAL MATERIALS

English Language Arts – Curriculum

List specific core instructional ELA curricula and materials that will be used in each grade band.

Grade Band	ELA Curriculum Selection
Pre-K (as applicable)	NA
K-2	NA
3-5	NA
6-8	NA
9-12	NA
Other	NA

English Language Arts – Funding

		Funding Source		
Category	Description	State/Local Funds	Other Federal Funds (including ESSER 1)	ESSER 2 Funds
Materials	NA			0
PD (Registration, etc.)	NA			0
Subs and/or Stipends (if not on contract)	NA			0
Job-Embedded Coaching Days/Supports	NA			0
Other	NA			0
Total Need for HQIM ELA				0

BUDGET – HIGH-QUALITY INSTRUCTIONAL MATERIALS

Math – Curriculum

List specific core instructional math curricula and materials that will be used in each grade band.

Grade Band	Math Curriculum Selection
Pre-K (as applicable)	NA
K-2	NA
3-5	NA
6-8	NA
9-12	NA
Other	NA

Math – Funding

		Funding Source		
Category	**Description**	**State/Local Funds**	**Other Federal Funds (including ESSER 1)**	**ESSER 2 Funds**
Materials	NA			0
PD (Registration, etc.)	NA			0
Subs and/or Stipends (if not on contract)	NA			0
Job-Embedded Coaching Days/Supports	NA			0
Other	NA			0
Total Need for HQIM Math				0

Total Budget for High-Quality Instructional Materials

Total Estimated Budget Need for High-Quality Instructional Materials	0

BUDGET - HIGH-QUALITY PROFESSIONAL DEVELOPMENT

When completing this section, prioritize PD aligned to state course of study and the needs you identified based on the data you gathered in the Needs Assessment Worksheet. Any topic with an * denotes PD that is considered course of study PD.

English Language Arts – HQPD Timeline

List the high-quality ELA professional development your LEA will offer.

PD Topics & Partners	Timeline to Offer PD
ARI	Currently being provided
Science of Reading	Currently being provided
LETRS	Currently being provided
Neuhaus	NA
MSLE	Currently being provided
Dyslexia Awareness	Currently being provided
K-5 ELA 2020 COS – pending (ARI)*	Currently being provided
6-8 ELA E3 Training (A+ College Ready)*	Currently being provided
9-12 ELA 2020 COS – (ALSDE)*	Fall 2021

If applicable, describe any additional high-quality ELA professional development needed to support your identified gaps. Provide alignment to the ALSDE rubrics to indicate effectiveness.

English Language Arts – HQPD Funding

		Funding Source		
Category	**Description**	**State/Local Funds**	**Other Federal Funds (including ESSER 1)**	**ESSER 2 Funds**
Registration	NA			0
Subs and/or Stipends (if not on contract)	NA			0
Travel	NA			0
Follow-Up PD Days	NA			0
Supplemental Materials for Implementation	NA			0
Job-Embedded Coaching Days	NA			0
Other	NA			0
Total Need for HQPD ELA				0

BUDGET - HIGH-QUALITY PROFESSIONAL DEVELOPMENT

Math– HQPD Timeline

List the high-quality math professional development your LEA will offer.

PD Topics & Partners	Timeline to Offer PD
K-5 Math COS Foundational (AMSTI) *	Currently being provided
6-12 Math COS Foundational (AMSTI) *	Currently being provided
K-8 NUMBERS (AMSTI) *	NA
E3 Training (A+ College Ready) *	Currently being provided
K-8 OGAP (AMSTI)	Currently being provided
K-5 Math 2019 COS Overview (ALSDE)	Currently being provided
6-12 Math 2019 COS Overview (ALSDE)	Currently being provided
Administrator	NA

If applicable, describe any additional high-quality Math professional development needed to support your identified gaps. Provide alignment to the ALSDE rubrics to indicate effectiveness.

Math– HQPD Funding

Category	Description	Funding Source		
		State/Local Funds	Other Federal Funds (including ESSER 1)	ESSER 2 Funds
Registration	NA			0
Subs and/or Stipends (if not on contract)	NA			0
Travel	NA			0
Follow-Up PD Days	NA			0
Supplemental Materials for Implementation	NA			0
Job-Embedded Coaching Days	NA			0
Other	NA			0
Total Need for HQPD Math				0

Total Budget for High-Quality Professional Development

Total Estimated Budget Need for High-Quality Professional Development	0

BUDGET - UNFINISHED LEARNING SUPPORTS

High-Quality Tools for Supporting Unfinished Learning Supports

Assessments, Inclusive of Screeners

Which assessments (formative, diagnostic, interim, etc.), inclusive of screeners will be used in each category?

		Funding Source		
Category	**Assessment Selection & Description**	**State/Local Funds**	**Other Federal Funds (including ESSER 1)**	**ESSER 2 Funds**
Readiness	Canvas (two years)	0	0	56,204
K-3 Vetted Reading Assessment-Additional components				
K-3 Vetted Math Assessment-Additional components				
Dyslexia				
Interim Assessments				
CTE CRI Pre-Assessments				
Health Wellness				
Social/Emotional/ Behavioral				
SEL				
Other	iReady (two years)			60,740
Total Need for Assessments, Inclusive of Screeners				116,944

BUDGET – UNFINISHED LEARNING SUPPORTS

Transitions

Which transitions for subject and or skills readiness will be used for each? Refer to Road to Recovery Additional Resource Guide for specific descriptions.

		Funding Source		
Category	**Assessment Selection & Description**	**State/ Local Funds**	**Other Federal Funds (including ESSER 1)**	**ESSER 2 Funds**
Early Years (K-1 Transition)	NA			0
Elementary to Middle	NA			0
Middle to High	NA			0
Beyond High School	NA			0
SPED Transitional Services	NA			0
Other	NA			0
Other	NA			0
Total Need for Transitions				0

BUDGET – UNFINISHED LEARNING SUPPORTS

Remediation/Intervention Programs

Describe remediation/intervention strategies and/or programs that will be used. When calculating costs, consider salaries, supplies, transportation, and so on. Refer to Road to Recovery Additional Resource Guide for specific descriptions.

		Funding Source		
Category	**Assessment Selection & Description**	**State/ Local Funds**	**Other Federal Funds (including ESSER 1)**	**ESSER 2 Funds**
High-Dosage Tutoring				
Bridge Courses (K/1, Algebra, other)				
Mini-Learning Blast				
Traditional Summer School				
Summer Reading Camps/ASAP	Reading camp salaries	10,000	0	6,000
Summer Math Camps				
CTE Enrichment Camps				
ACCESS Virtual Learning				
Credit Recovery Options				
Extended School Year (ESY)				
Other	2 intervention teachers	0	76,227	152,483
Other				
Total Need for Remediation/Intervention Programs				158,483

BUDGET - UNFINISHED LEARNING SUPPORTS

Family Support Resources

Describe resources/programs to engage families in supporting recovery. Refer to Road to Recovery Additional Resource Guide for specific descriptions.

		Funding Source		
Category	**Assessment Selection & Description**	**State/Local Funds**	**Other Federal Funds (including ESSER 1)**	**ESSER 2 Funds**
Communication Tools	NA			0
Homework Hotline	NA			0
"On Call" Staff for Family Tech/other Issues	NA			0
Develop/Print Periodic Family Success Guides	NA			0
Other	NA			0
Other	NA			0
Total Need for Family Support Resources				0

Other Tools Supporting Unfinished Learning

Describe other tools for supporting unfinished learning.

		Funding Source		
Category	**Assessment Selection & Description**	**State or Local Funds**	**Other Federal Funds (including ESSER 1)**	**ESSER 2 Funds**
Other	Virtual teacher (Elementary)	0	0	51,691
Other	Virtual teacher (Middle)	0	0	57,917
Other	Virtual School Furniture	0	0	19,894
Other	Devices for teachers	0	0	196,647
Other				
Other				
Total Need for Other Tools Supporting Unfinished Learning				326,149

Total Budget for Unfinished Learning

Total Estimated Budget Need for Supporting Unfinished Learning	601,576

BUDGET - FACILITIES

Facility Renovations

Describe facility needs that are directly aligned to improving the quality of your classroom environments impacted as a result of this pandemic.

		Funding Source		
Category	**Assessment Selection & Description**	**State or Local Funds**	**Other Federal Funds (including ESSER 1)**	**ESSER 2 Funds**
HVAC	Gulf Shores High School HVAC System Improvements	9,588,308		502,708
Windows				
Air Quality				
CTE Lab Ventilation/Air Quality				
PPE				
Custodial				
Staffing				
Other				
Other				
Total estimated Budget Need for Facility Renovations				502,708

TOTAL ESSER 2 FUNDING (LEA PORTION ONLY)

Category	Total
Budget – High-Quality Instructional Materials	0
Budget – High-Quality Professional Development	0
Budget – Unfinished Learning Supports	601,576
Budget – Facilities	502,708
Total ESSER 2 Funds*	1,104,284

***This application must be accompanied by the following documents: a copy of your district's needs assessment (found in the Road to Recovery ESSER 2 Worksheets) and copy of rubrics used to vet materials or resources not already presumed approved.**

CERTIFICATION & SIGNATURE

To the best of my knowledge and belief, all the information and data in this agreement are true and correct. I acknowledge and agree that the failure to comply with all Assurances and Certifications in this agreement, all relevant provisions and requirements set forth by federal and state law may result in liability under the False Claims Act, 31 U.S.C. § 3729, et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and 18 USC § 1001, as appropriate.

Chad Green
LEA Chief School Financial Officer Name

251-968-9849
Telephone Number

LEA Chief School Financial Officer Signature

7/20/21
Date

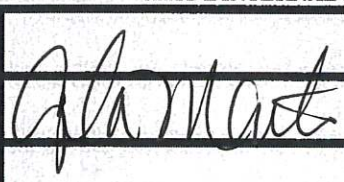
Dr. Matt Akin
LEA Superintendent Name

251-968-9873
Telephone Number

LEA Superintendent Signature

7/20/21
Date

Send completed application to ESSERroundII@alsde.edu by June 1, 2021.
Upon arrival of the application, funds will be made available to the LEA.

ALSDE INTERNAL USE ONLY			
Date Application Received		Date ALSDE Approved	
State Superintendent and/or Designee Signature		Date Signed	7/28/21
Date ESSER 2 Funds Released			

Gulf Shores City Schools

JOB DESCRIPTION

JOB TITLE: **Virtual Program Instructor (Part-Time)**

RESPONSIBLE TO: Principal; Assistant Superintendent

JOB GOAL: To provide an educational environment in which students succeed academically, socially, and physically in accordance with system philosophy, goals, and objectives. To implement an effective virtual educational program for the designated grade level(s) and subject area(s) using the designated course of study, appropriate materials and resources, and best instructional practices. To serve as a student advocate, role model, and professional resource for parents, the community, and the school system.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in or higher from accredited college or university.
- Valid Alabama teacher certificate in the grade level, subject area(s) assigned.
- Ability to meet the suitability criteria for employment and/or certification/licensure under the Alabama Child Protection Act of 1999 and Act No. 2002-457.
- Possess and maintain a valid driver's license.
- Demonstrated proficiency in the use of technology to enhance student learning.
- Demonstrated, successful experience in providing core instruction in a face to face and virtual setting is required.
- Effective interpersonal skills, with an emphasis on communication and collaboration with a wide variety of people and groups, for the purpose of maximizing student achievement.
- Ability to develop and implement virtual curriculum and programming specific to the needs of the students at the designated grade level(s) and in the designated content area(s)/subject(s).
- Ability to identify and solve problems as a productive team member.
- Ability to use technology to communicate, to plan and provide instruction, to facilitate student learning, to manage data, and to produce/submit required reports, correspondence, and/or financial information.
- Physical strength, mobility, dexterity, stamina, and acuity to perform job responsibilities.
- Ability to be punctual and in regular attendance.
- Such alternative qualifications to those listed as the Board may require.

DUTIES AND RESPONSIBILITIES:

- Demonstrates support for the school system and its vision, goals and priorities.
- Provides core instruction in both face to face and virtual settings.
- Serves as teacher of record and facilitator developing and implementing curriculum as assigned.
- Demonstrates knowledge and understanding of child development and especially of characteristics of special education students.
- Demonstrates knowledge of the prescribed curriculum, current educational research and technological tools; exhibits skills in implementing the best instructional practices and varied teaching methods in online learning, to address student learning styles and achieve meaningful and measurable outcomes, in accordance with course of study guidelines and student learning objectives.
- Utilizes technology to plan and provide instruction and facilitate student learning.
- Models appropriate and innovative use of technology for students.
- Provide effective virtual classroom environment by establishing appropriate expectations and procedures, effectively and consistently enforcing rules and procedures, and establishing a positive learning environment.

- Provides appropriate instruction and modifications for students with special needs, including exceptional education students and students who have limited proficiency in English.
- Selects, develops, modifies and/or adapts materials and resources which support learning objectives and address students' varying learning styles, backgrounds and special needs.
- Participates in administration of state and/or standardized testing as assigned; establishes appropriate testing environment and ensures test security.
- Organizes procedures, practices, materials, and routines for the effective use of instructional time and for the completion of administration activities.
- Instructs and supervises the work of student teachers, volunteers and paraprofessionals when assigned.
- Uses ongoing assessment to monitor student progress; interprets and uses data (including but not limited to standardized and other test results) for diagnosis, instructional planning and program evaluation.
- Encourages self-assessment by students and assists them in developing plans for improving performance.
- Communicates accurate and timely information, in understandable and meaningful terms, regarding individual student progress knowledgeably and responsibly to the student, parents and professional colleagues who need access to the information.
- Communicates high learning expectations for all students and establishes learning outcomes that are relative to real world experiences.
- Uses appropriate techniques and strategies to enhance the application of critical, creative and evaluative thinking capabilities of students.
- Provides instruction on safety procedures and proper handling of materials and equipment.
- Fosters student responsibility, appropriate social behavior, integrity, valuing of cultural diversity, and respect for self and others by role modeling and learning activities.
- Recognizes overt indicators of student distress or abuse and takes appropriate intervention, referral, or reporting actions.
- Participates in state-approved evaluation program as required.
- Serves on school/system committees, task forces, planning teams, and advisory groups as required.
- Supports school improvement initiatives by active participation in school activities, events, ceremonies, services and programs.
- Engages in personal professional growth, adheres to professional standards, and demonstrates professional ethics, sound judgment, and leadership.
- Maintains appropriate confidentiality regarding /student/school/workplace matters.
- Demonstrates initiative in identifying potential problems and/or opportunities for improvement in areas of responsibility.
- Reports potential problems, unusual events, or work irregularities to appropriate administrative or supervisory personnel.
- Responds to inquiries, requests, constructive feedback, concerns and/or complaints in a timely and positive manner.
- Maintains and submits reports, records, and correspondence in a timely and accurate manner.
- Properly uses and cares for equipment and material resources of the school system and effectively supervises and monitors students in the care, maintenance, and use of tools, equipment, and inventory.
- Adheres to school system rules, administrative procedures, local Board policies, and state, federal, and local regulations.
- Reports absences and takes leave in accordance with Board policies and procedures; prepares for substitutes according to Board policies and school procedures.
- Performs any other job-related duties as assigned by the Principal.

ADDITIONAL INFORMATION:

Salary/Term: As per salary matrix

ENERGY SERVICES CONTRACT

This is an Energy Services Contract (this "Contract") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and Gulf Shores City Board of Education, Alabama ("Customer"), dated April 15th, 2021 (the "Effective Date") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the Contract Documents including the Schedules and Exhibit(s) listed below and incorporated fully herein, subject to the terms and conditions set forth herein:

Schedule A: Scope of Work
Schedule B: Performance Assurance Support Services Agreement
Schedule B: Exhibit A – Performance Assurance Support Services
Schedule C: Performance Guarantee
Schedule D: Measurement & Verification ("M&V") Plan
Schedule E: Customer Responsibilities for Performance Guarantee
Appendix A: Lighting Scope of Work

	Gulf Shores City Board of Education, Alabama		**Schneider Electric Buildings Americas, Inc.**
By	(Signature)	By	(Signature)
Print Name	Dr. Matt Akin	Print Name	TAMMY FULLER
Title	Superintendent	Title	VICE PRESIDENT

DEFINITIONS

1. "Actual Savings" is defined as the sum of the total savings realized using the procedures for measured of savings as set forth in Schedule D plus all adjustments and non-measured savings.

2. "Annual Savings Guarantee" is the amount of the Actual Savings that is guaranteed by ESCO for a twelve (12) month period beginning on the Savings Guarantee Commencement Date and any subsequent twelve (12) month anniversary thereafter.

3. "Change Order" is defined as a written change to the Project executed by both parties.

4. "Contract Documents" consist of the Contract with the terms and conditions set forth herein, the Schedules identified above, and any mutually agreed upon written modification issued after execution of the Contract as provided in a Change Order. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.

5. "Date of Commencement" is the later of the date first written above or the date funding occurs.

6. "Day" as used herein shall mean calendar day unless otherwise specifically designated.

7. "Excess Savings" is the amount of Actual Savings in excess of the Performance Guarantee to date including any savings achieved during construction.

8. "Guarantee Year" is the twelve (12) month period beginning on the Savings Guarantee Commencement Date and each subsequent twelve (12) month anniversary thereafter.

9. "Performance Guarantee" is the sum of the Annual Savings Guarantee for each year of the guarantee term as set forth in Schedule C unless terminated earlier in accordance with the Contract Documents.

10. "Performance Period" is defined as the period beginning on the Savings Guarantee Commencement Date and extending through the time period as defined in the Performance Guarantee.

11. "Project" refers to scope of work, as set forth in Schedule A: Scope of Work, made to facilities of Customer.

12. "Savings Guarantee Commencement Date" means the first day of the first utility billing period following the month in which ESCO delivers to Customer the project warranty letter.

13. "Substantial Completion" refers to and shall mean the date the individual scopes of work are sufficiently implemented in accordance with the Contract Documents that Customer may utilize the Project for the use for which it is intended, and is fully complete except for minor items, adjustments and/or corrections.

14. "Warranty Period" is for one (1) year from the dates set forth in the project warranty letter .

15. "Work" means the services required by the Contract Documents, whether completed or partially completed and, includes all labor, materials, equipment and services provided or to be provided by ESCO to fulfill ESCO'S obligations. The Work may constitute the whole or a part of the Project.

TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 540 days from Date of Commencement (the "Contract Time"), subject to adjustments of the Contract Time as provided in the Contract Documents.

ARTICLE 2 – CONTRACT PRICE AND PAYMENTS

2.1 The total of all implementation contract payments shall be $10,091,016 (the "Contract Price"). ESCO shall invoice Customer for construction progress payments which shall be paid to ESCO monthly based on the percentage completion of items delineated on a "Schedule of Values" completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the Project Mobilization Payment. Payment of invoice is due thirty (30) days after the invoice application date. If receipt of any payment exceeds the thirty (30) days after the invoice application date, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate the Contract due to non-payment upon fourteen (14) days prior written notice.

2.2 Within ten (10) days of the Date of Commencement, Customer shall make payment to ESCO for costs incurred to date, including but not limited to engineering, development, expenses and project mobilization expenses, plus 10% of the Contract Price for project start-up and mobilization, equipment and material procurement, bonds and other expenses. The costs incurred to date and the project mobilization expenses is the total "Project Mobilization Payment" in the amount of not to exceed 25% of the implementation contract payment total of the Contract Price.

2.3 For the initial two (2) years beginning at the Savings Guarantee Commencement Date, Customer shall receive the services as described in the Performance Assurance Support Services Agreement at no additional cost. Thereafter, the Performance Assurance Support Services Agreement shall automatically renew for a period of one (1) year, whereby Customer can maintain the current service, upgrade the level of service, or terminate, as provided for in Schedule B.

2.4 Final payment for the Work shall not become due until ESCO has delivered to Customer a complete release of all liens arising out of the Contract covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Customer to indemnify Customer against such lien.

2.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 3 – CUSTOMER

3.1 Except for permits and fees that are explicitly the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, inspections, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities, including, but not limited to inspections for concrete and/or earthen compaction, where applicable.

3.2 If ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents within the Warranty Period ("Defective Work") or repeatedly fails to carry out the Work in accordance with the Contract Documents, Customer shall provide written notice to ESCO detailing any

alleged deficiencies. If the noticed deficiencies are not resolved or if ESCO does not diligently commence to address such deficiencies within thirty (30) days of receipt of the written notice, Customer may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 In the event Customer owns any defective existing equipment that is not scheduled to be repaired or replaced under this Contract, but said equipment is deemed incompatible with ESCO's upgraded equipment or Performance Guarantee, Customer agrees to repair or replace as necessary any defective existing equipment that is intended to be reused.

3.4 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing, when possible, of any or all uses or restrictions in usage of all areas of Customer's facility or the location of the Project.

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents, including but not limited to those duties and responsibilities set forth in Schedule E.

3.7 Customer shall provide facility access adequate to the requirements of ESCO and their subcontractors. Keys, access cards, and/or escorts will be provided for all facilities involved in the scope of Work in a quantity sufficient to facilitate execution of scopes at multiple locations with multiple trades. Customer is subject to change orders for delays resulting from limited or restricted access for scheduled or previously coordinated work. Keys and/or access cards may be issued at the discretion of Customer to ESCO project personnel and subcontractor site foreman or lead personnel as necessary.

ARTICLE 4 – ESCO

4.1 ESCO shall supervise and direct the Work, using ESCO'S skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work.

4.3 ESCO warrants to Customer for a period of one (1) year from the corresponding dates of each project substantial completion letter per scope of work that the materials and equipment manufactured by ESCO will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER UNLESS REQUIRED BY APPLICABLE STATE LAW. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES

RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, ESCO shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits, licenses and inspections necessary for proper execution and completion of the Work.

4.5 ESCO shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees, shall defend Customer from suits or claims for infringement of patent rights, and shall hold Customer harmless from loss on account thereof.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from and against all third party claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the Work itself), but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

4.10 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. CUSTOMER AGREES TO THE FOREGOING TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF ALABAMA. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to the Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the Contract Price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 Any controversy or claim arising out of or relating to the Contract, or Contract Documents, or any breach thereof, shall have proper venue only in the Twenty-eighth Circuit Court of Alabama located in Baldwin County, Alabama, or the Southern District Court of Alabama. The parties shall attempt to mediate any disputes within thirty (30) days of giving the other party notice of a bona fide dispute in an attempt settle the dispute in good faith prior to litigation being filed. The mediator shall be selected mutually between the parties. This process shall not take longer than an additional thirty (30) days from the date of selecting a mediator. Mediation shall be confidential.

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has a direct contract with ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements ESCO, if requested in writing by Customer, shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work. Contracts between ESCO and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer.

ARTICLE 7 – CHANGES IN THE WORK

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Price, Contract Time and/or Performance Guarantee shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents.

7.3 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason, through no fault of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Price shall be equitably adjusted to recover ESCO'S costs of demobilization, delay and remobilization related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent and efforts commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate the Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

ARTICLE 8 – TIME

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes which are beyond the control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

8.3 DISCLAIMER: Customer acknowledges that the prevailing COVID-19 epidemic/pandemic and the evolving situation surrounding the same may trigger stoppages, hindrances and/or delays in ESCO's (or its subcontractors' or suppliers') ability or capacity to perform the contracted work and/or to produce, deliver, install or service any applicable products, irrespective of whether such stoppages, hindrances and/or delays are due to measures imposed by authorities or deliberately implemented by ESCO (or its subcontractors or suppliers) as preventive or curative measures to avoid harmful contamination or exposure of ESCO's (or its subcontractors' or suppliers') employees. Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay and shall not expose ESCO to contractual sanctions (including without limitation delay penalties, liquidated damages or other damages) or termination for default.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied per Article 3.2, (2) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, or (3) repeated failure to carry out the Work in accordance with the Contract Documents.

9.3 Upon Substantial Completion of each portion of the Work, ESCO will issue a project substantial completion letter per scope of work to Customer.

9.4 Final payment shall not become due until ESCO has delivered to Customer a complete release of all liens arising out of the Contract covering all labor, materials, and equipment for which a lien could be filed.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The scope of work or service to be performed by ESCO pursuant to the Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of the Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer will provide any hazardous materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing. Customer warrants and represents to the best of Customer's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to the Contract.

10.4 Should ESCO become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its Work under the Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Price for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil,

or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE AND BONDS

11.1 ESCO shall maintain adequate levels and types of insurance coverage appropriate to its business and profession and as may be required by applicable law and the Contract Documents. Such insurance shall be in companies authorized to do business in the jurisdiction in which the Project is located with an A.M. Best's rating of at least A- VII and as a minimum shall include Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles and Commercial General Liability covering public liability, property damage and completed operations with limits not less than $2,000,000 per occurrence. Certificates of such insurance shall be provided to Customer prior to commencement of the Work.

11.2 If required in the Contract Documents, and upon Customer's request and expense, ESCO shall provide payment and performance bonds for 100% of the Contract Price to secure the faithful performance of the Work, compliance with the terms of the Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with the Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract.

ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1 If Customer fails to make payments to ESCO as required in the Contract, through no fault of ESCO, ESCO may, upon fourteen (14) days written notice to Customer, terminate the Contract and recover from Customer payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project.

12.2 If Customer (1) fails or neglects to maintain Customer responsibilities as set forth in Schedule E, or (2) fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer fourteen (14) days to cure, terminate the Contract, including, but not limited to the termination of any obligation of ESCO to provide the Performance Guarantee.

12.3 If ESCO breaches a material provision of the Contract, Customer has provided written notice to ESCO detailing the alleged breach, and within thirty (30) days of receipt of the written notice the alleged breach is either not cured or ESCO has not diligently commenced to cure such breach, Customer may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due ESCO.

12.4 Termination of any of the Contract Documents shall release ESCO of all remaining obligations under all of the Contract Documents as of the effective date of such termination.

12.5 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to the Contract, in equity or in the law.

ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS

13.1 If any provision of the Contract is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under the law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.

13.2 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and the Contract and the Contract

Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.3 The Contract shall be governed by the laws of the state of Alabama, where the Project is located.

13.4 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.5 ESCO shall prepare and provide and Customer agrees to participate in press release(s) and business case studies limited to the business relationship with ESCO and Customer's use of ESCO's services. Customer agrees to grant ESCO the right to use Customer's trademarks, for the term contained herein, in connection with press releases, case studies or website marketing, advertisement, promotion, sale, and distribution of ESCO's services. Prior written notice of use shall be provided to Customer by ESCO and Customer's written approval is necessary for any press releases or case studies.

13.6 The Contract sets forth the entire understanding between the parties and supersedes all prior oral or written understandings relating to the subject matter herein. The Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

13.7 Any contractors or subcontractors that may come in contact with students while performing their duties under this Contract shall pass a fingerprint background check with the Alabama Bureau of Investigation prior to entering one of Customer's campuses.

SCHEDULE A
SCOPE OF WORK

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

1 LIGHTING

ESCO will be performing lighting retrofits at the following Customer facilities:

- Gulf Shores Elementary
- Gulf Shores High School
- Gulf Shores Middle School

The lighting will be upgraded as detailed in Appendix A.

The following describes the proposed retrofits at a high level for all sites. The detailed scope of work is included in Appendix A.

- Retrofit existing T8, T12, and T5 fluorescent fixtures with Type B LED tubes
- Replace existing high-bay T5HO fluorescent fixtures in gyms with new LED luminaires
- Replace incandescent bulbs with screw-in LED bulbs
- Replace CFL bulbs with screw-in LED bulbs
- Replace exterior HID luminaires with LED luminaires
- Retrofit existing exterior compact fluorescent fixtures with LED lamps

CLARIFICATIONS

ESCO provides the following additional clarifications to the Lighting scope of work:

- Scope of Work is limited to items as described in Appendix A.
- New sockets will be installed if the existing sockets are determined to be damaged or require replacement.
- Unless identified in the Scope of Work, all retrofit work will include the replacement of the lamps only. All fixtures, electrical, and lenses will remain in place.
- Two-stage switching (A/B circuit) multi-light output fluorescent fixtures will be converted to row-by-row switching.
- General Clarifications listed at the end of this schedule

EXCLUSIONS

ESCO excludes the following items from the Lighting scope of work:

- Buildings or fixtures not specified in Appendix A: Lighting Scope of Work
- All outdoor field, sports, court, playground, parking lot and performance lighting unless specified in the Scope of Work
- Changes, repairs, or additions to emergency lighting and battery backup systems unless specified in the Scope of Work
- Replacement or retrofit of existing LED fixtures unless specified in the Scope of Work
- Replacement or retrofit of existing LED exit signs unless specified in the Scope of Work

Page Number	Item	Question
5	Budget-High Quality Instructional Materials	Provide a list of specific core instructional ELA curricula and materials needed for each grade band, regardless of if ESSER II funds are being used. If there will not be any ESSER II funds used, please indicate by notating N/A in all categories, and leaving total amount at $0
6	Budget – High Quality Instructional Materials: Math Funding	Provide a list of specific core instructional Math curricula and materials needed for each grade band, regardless of if ESSER II funds are being used. If there will not be any ESSER II funds used, please indicate by notating N/A in all categories, and leaving total amount at $0
7	Budget – High Quality Professional Development	Some ELA is required; please indicate which ELA HQPD you will implement during this specific timeline. This HQPD does not have to be paid for using ESSER II funds. If there will not be any ESSER II funds used, please indicate by notating N/A in all categories and leaving total amount at $0.
8	Budget – High Quality Professional Development	Some Math is required; please indicate which Math HQPD you will implement during this specific timeline. This HQPD does not have to be paid for using ESSER II funds. If there will not be any ESSER II funds used, please indicate by notating N/A in all categories and leaving total amount at $0.
9	Budget- Unfinished Learning Support	We have the description you have provided however an itemized cost for each assessment; Canvas and iReady

		If there will not be any ESSER II funds used, please indicate by notating N/A in all categories, and leaving total amount at $0
10	Budget- Unfinished Learning Supports	Sufficient evidence provided
11	Budget- Unfinished Learning Supports: Remediation/ Intervention Programs	Provide a detailed explanation of the following remediation/intervention programs: Traditional Summer School Summer Reading Camps-ASAP Intervention Teachers Art Camp Salaries Include a detailed budget to itemize the expense categories listed above to reflect how many teachers/ interventionists needed, when services will take place, salaries, benefits and who will be rendering these services to the students and any other materials/services that will be provided.
12	Budget- Unfinished Learning Supports: Family Support Resources	Total amount at $0.
12	Budget- Unfinished Learning Supports: Other Tools Supporting Unfinished Learning	Edit page to reflect middle school as well as elementary for virtual teacher. Include a detailed itemized budget reflect, when services will take place, salaries, benefits and job description. Include an itemized cost for Virtual School Furniture and location of the furniture items.
13	Budget Facilities: Facility Renovations	Sufficient evidence provided.
14	Total ESSER 2 Funding	All totals are correct; required signatures complete