

FLORIDA STATE UNIVERSITY SCHOOLS, INC
2022-2023 BUDGET SUMMARY
FOR THE MONTH ENDING
January 31, 2023

	Dept ID	Fund	Board Budget	Expenditures	Encumbrances	Available
Function 5000	Instructional					
Elementary	131005	510	\$2,891,075	\$1,671,739	\$1,351,144	(\$131,808)
Secondary Grades 6-12	131029	510	\$2,564,509	\$1,543,727	\$1,226,283	(\$205,501)
Secondary Special Areas	131011	510	\$1,512,637	\$862,932	\$687,279	(\$37,574)
Supplemental Academic Instruction	131025	510	\$389,006	\$237,519	\$183,285	(\$31,798)
Exceptional Student Education	131026	510	\$533,584	\$336,000	\$253,932	(\$56,348)
Reading	131027	510	\$154,581	\$59,716	\$40,053	\$54,813
Class Size Reduction	131010	510	\$887,374	\$491,751	\$392,853	\$2,770
Teacher Allocation	131012	510	\$108,114	\$79,617	\$35,226	(\$6,729)
Instructional Materials	131023	510	\$348,320	\$237,552	\$118,690	(\$7,922)
	Totals		\$9,389,200	\$5,520,553	\$4,288,745	(\$420,098)
Function 6000	Student Services					
Instructional Support Services	131001	510	\$1,022,558	\$643,033	\$514,038	(\$134,513)
Instructional & Curriculum Dev-Training	131002	510	\$6,000	\$7,234	\$2,163	(\$3,397)
Public School Tech - Instructional	131009	510	\$35,000	\$31,442	\$7,106	(\$3,547)
Digital Classroom Technology	131034	510	\$0	\$759	\$0	(\$759)
Mental Health Assistance	131036	510	\$143,273	\$104,621	\$53,907	(\$15,255)
	Totals		\$1,206,831	\$787,088	\$577,214	(\$157,471)
Function 7000	Administration					
School Board	131031	510	\$127,325	\$78,044	\$46,123	\$3,157
General Administration	131022	510	\$459,114	\$205,630	\$145,262	\$108,222
School Administration	131000	510	\$564,696	\$332,252	\$195,446	\$36,998
Fiscal Services	131030	510	\$244,445	\$96,928	\$26,098	\$121,419
Support Services	131003	510	\$124,750	\$21,769	\$19,787	\$83,194
Data Processing	131032	510	\$226,149	\$136,792	\$94,803	(\$5,446)
Administrative Technology Services	131021	510	\$395,892	\$342,011	\$109,239	(\$55,358)
Operation of Plant	131004	510	\$1,337,911	\$1,273,404	\$492,474	(\$427,967)
Maintenance of Plant	131033	510	\$224,742	\$75,615	\$64,366	\$84,760
Capital Outlay	131024	510	\$0	\$218,116	\$0	(\$218,116)
Safe Schools	131035	510	\$367,997	\$199,593	\$153,343	\$15,061
	Totals		\$4,073,021	\$2,980,155	\$1,346,942	(\$254,076)
Non-Operating	131014	510	\$15,331	\$20,432	\$90,287	(\$95,388)
TOTALS			\$14,684,383	\$18,596,023	\$12,516,089	(\$831,644)

FLORIDA STATE UNIVERSITY SCHOOLS, INC
2022-2023 BUDGET SUMMARY
FOR THE MONTH ENDING
January 31, 2023

	Dept ID	Fund	Board Budget	Expenditures	Encumbrances	Available
AUXILIARY & STUDENT ACTIVITIES:						\$0
Lunch Program	131015	510	\$470,000	\$215,569	\$135,134	\$119,296
Extended Day	131016	510	\$592,265	\$426,844	\$369,156	(\$203,735)
Activity Fees	131017	510	\$525,000	\$167,349	\$186,938	\$170,712
Athletic	131019	510	\$247,273	\$127,796	\$55,026	\$64,450
TOTALS			\$1,834,538	\$937,559	\$746,255	\$150,724

Project Name	End Date	Project #	Budget	Expenditures	Encumbrances	Available
Summer Learning Camps 202	01/08/23	101480	\$209,568	\$0	\$0	\$209,568
Safety and Security of Sc	01/31/23	100659	\$42,000	\$0	\$42,000	\$0
High-Impact Reading Inter	02/28/23	101676	\$268,279	\$0	\$0	\$268,279
Strengthening Career and	03/30/23	101932	\$125,000	\$210	\$7,437	\$117,353
Title I, Part A: 2022-202	06/30/23	101613	\$284,331	\$0	\$902	\$283,429
Title II, Part A: 2022-20	06/30/23	101614	\$54,073	\$0	\$10,545	\$43,528
IDEA Pre-K 2022-2023	06/30/23	101651	\$5,377	\$0	\$0	\$5,377
Title IV, Part A - Studen	07/31/23	101848	\$21,985	\$0	\$0	\$21,985
ESSER II - Academic Accel	09/30/23	100950	\$32,869	\$0	\$0	\$32,869
A Pre-K supplemental fund	09/30/23	101367	\$7,379	\$0	\$2,226	\$5,153
ESSER II - Non-Enrollment	09/30/23	100947	\$26,295	\$0	\$35,389	(\$9,094)
ESSER II - Academic Accel	09/30/23	100949	\$131,475	\$0	\$54,783	\$76,692
CRRSA ESSER II - Technolo	09/30/23	101711	\$12,967	\$0	\$0	\$12,967
FSUS ARP ESSER 21-24	09/30/24	101179	\$1,648,761	\$225,176	\$842,737	\$580,848
Leon - Intensive Aftersch	09/30/24	101910	\$536,026	\$5,400	\$0	\$530,626
Leon - Instructional Mate	09/30/24	101911	\$372,813	\$0	\$0	\$372,813
TOTALS			\$3,779,198	\$230,787	\$996,019	\$2,552,393

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of this ____ day of _____ 2023, by and between Florida State University Schools, Inc. (“FSUS”) and the Florida State University Board Trustees (“FSU”) for and on behalf of the Florida State University Office of Inspector General Services (“FSU OIGS”) (collectively “the parties”).

WITNESSETH:

WHEREAS, FSUS is a Developmental Research Charter School established by the Florida State University College of Education pursuant to Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS, FSUS and FSU entered into a Charter Agreement in August 2000 and a renewal effective in July 2015;

WHEREAS, FSU serves as the fiscal agent for FSUS pursuant to Section 1002.32, Florida Statutes;

WHEREAS, FSUS desires for FSU to continue to provide administrative support and services to FSUS pursuant to Sections 1002.32 and 1002.33, Florida Statutes, and section 4.03.4 of the Charter Renewal Agreement;

WHEREAS, the parties recognize that FSUS is operated by Florida State University School, Inc. and is governed by an independent School Board which sets policy for FSUS;

WHEREAS, unless specified otherwise in this Agreement, the Charter Agreement or renewal, or otherwise by mutual written agreement of the parties, cost to FSUS for stated administrative support and services from FSU shall be in accordance with Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS the parties do not intend for this agreement to conflict in any manner with the Charter Agreement or Renewal, or the Collective Bargaining Agreement(s) for FSUS employees;

WHEREAS, the parties hereto intend to memorialize the goods and services that FSU OIGS has provided and will continue to provide to the FSUS;

WHEREAS, it is not the parties’ intent to materially change the Charter Agreement or renewal, or the goods and services that have historically been provided by FSU to FSUS; and

WHEREAS, FSU OIGS has agreed to provide administrative support and services to FSUS;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term; Termination; Scope

- a) The initial term of this Agreement shall be five (5) years, commencing on January 1, 2023. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties, up to five (5) additional years.
- b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon six (6) months’ prior written notice to the other party, provided the terminating party is in compliance with all the terms of this Agreement at the time of the notice of termination.

- c) The parties understand and agree that the responsibilities enumerated herein are provided as an outline of the responsibilities of each party, but are not intended to be exhaustive or exclusive.

2. Responsibilities of FSUS

- a) FSUS shall be responsible for adhering to all policies and procedures established by FSU that are applicable to the administrative support and services provided. Should a conflict arise between an FSU policy and an FSUS policy, the parties shall use their best effort to address and resolve the issue presented by the conflict in policy.
- b) FSUS understands and agrees that FSU OIGS employees providing the services are employees of FSU.
- c) FSUS shall be responsible for ensuring that all faculty, employees, agents, and representatives of FSUS are cooperative in providing access to any/all information, documents, data, books, records, files, property, information systems and personnel deemed necessary by FSU OIGS to provide services pursuant to this Agreement.

3. Responsibilities of FSU OIGS

- a) FSU OIGS shall provide the following administrative support and services pursuant to this Agreement:
 - Assurance Services
 - Consulting Services
 - Investigative Services

Prior to providing such services, the Chief Audit Officer or designee, and the Director of FSUS or designee shall discuss the scope and objectives of audit services and consulting services projects.

- b) Upon request from FSUS, the FSU OIGS shall ensure that any employee assigned to work at the FSUS location on a regular basis when students are present, who have direct contact with students or who have access to or control of school funds shall have a level 2 background screening pursuant to Sections 1012.32, 1012.465 and 1012.467, Florida Statutes.
- c) FSU OIGS recognizes that FSUS, a Development Research Charter School, is unique in certain ways and agrees to work with FSUS in good faith to address matters that may arise from time to time.

4. Indemnification

The parties agree that FSU is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to this Agreement, each party hereto agrees to be fully responsible for damages for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

5. Entire Agreement

This Agreement sets for the entire agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement executed by the parties. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

6. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with the terms disregarding such unenforceable or invalid provision.

7. No Waiver

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

8. Governing Law; Venue

This Agreement shall be governed in all respects by the laws of the State of Florida, and the parties hereto irrevocably submit to the jurisdiction of the state and federal courts in the State of Florida located in Tallahassee, Florida for resolution any disputes, and agree that venue shall exclusively be in Tallahassee, Leon County, Florida.

9. Assignment; Binding Effect

FSU OIGS may not assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of FSUS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10. Captions

The caption hearings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. Counterparts

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. The Agreement and any counterpart shall be effective on the date stated herein.

12. Notices

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, overnight mail or electronic mail (return receipt

requested), and shall be deemed to have been duly given when delivered personally, deposited in U.S. Mail or with other carrier or sent electronically, addressed as follows:

To FSUS: Florida State University Schools, Inc.
Attn: Stacy Chambers, Director
3000 School House Road
Tallahassee, FL 32311-7792
slchambers@fsu.edu

To FSU OIGS: Florida State University
Office of Inspector General Services
Attn: Undra Baldwin, Chief Audit Officer
P.O. Box 3061390
Tallahassee, FL 32306-1390
ubaldwin@fsu.edu

or to such other persons or places as either party may designate by written notice to the others.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

FLORIDA STATE UNIVERSITY
SCHOOLS, INC.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES FOR AND ON
BEHALF OF THE FSU OIGS

Carlos Villa
Florida State University Schools, Inc.
Board Chair

Undra Baldwin
Florida State University
Chief Audit Officer

Date

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of this ____ day of _____ 2023, by and between Florida State University Schools, Inc. (“FSUS”) and the Florida State University Board Trustees (“FSU”) for and on behalf of the Florida State University Facilities Department (“FSU Facilities”) (collectively “the parties”).

WITNESSETH:

WHEREAS, FSUS is a Developmental Research Charter School established by the Florida State University College of Education pursuant to Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS, FSUS and FSU entered into a Charter Agreement in August 2000 and Renewal effective in July 2015;

WHEREAS, FSU serves as the fiscal agent for FSUS pursuant to Section 1002.32, Florida Statutes;

WHEREAS, FSUS desires for FSU to continue to provide administrative support and services to FSUS pursuant to Sections 1002.32 and 1002.33, Florida Statutes, and section 4.03.4 of the Charter Agreement Renewal;

WHEREAS, the parties recognize that FSUS is operated by Florida State University School, Inc. and is governed by an independent School Board which sets policy for FSUS;

WHEREAS, unless specified otherwise in this Agreement, the Charter Agreement or renewal, or otherwise by mutual written agreement of the parties, cost to FSUS for stated administrative support and services from FSU shall be in accordance with Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS the parties do not intend for this agreement to conflict in any manner with the Charter Agreement or Renewal, or the Collective Bargaining Agreement(s) for FSUS employees;

WHEREAS, the parties hereto intend to memorialize the goods and services that FSU Facilities has provided and will continue to provide to the FSUS;

WHEREAS, it is not the parties’ intent to materially change the Charter Agreement or renewal, or the goods and services that have historically been provided by FSU to FSUS; and

WHEREAS, FSU Facilities has agreed to provide administrative support and services to FSUS;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term; Termination; Scope

- a) The initial term of this Agreement shall be five (5) years, commencing on January 1, 2023. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties, up to five (5) additional years.
- b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon six (6) months’ prior written notice to the other party, provided the terminating party is in compliance with all the terms of this Agreement at the time of the notice of termination.

- c) The parties understand and agree that the responsibilities enumerated herein are provided as an outline of the responsibilities of each party, but are not intended to be exhaustive or exclusive.

2. Responsibilities of FSUS

- a) FSUS shall be responsible for adhering to all policies and procedures established by FSU and FSU Facilities that are applicable to the administrative support and services provided. Should a conflict arise between an FSU policy and an FSUS policy, the parties shall use their best effort to address and resolve the issue presented by the conflict in policy.
- b) FSUS understands and agrees that FSU Facilities employees providing the services are employees of FSU.
- c) FSUS shall be responsible for ensuring that all faculty, employees, agents, and representatives of FSUS receiving administrative support and services under this Agreement cooperate in providing any necessary information, documents and assistance to FSU Facilities employees.

3. Responsibilities of FSU Facilities

- a) FSU Facilities shall provide the following administrative support and services pursuant to this Agreement:
 - Construction Project Planning and Management - including Master Plan Study, Programming, and Selection of Architects, Engineers and Construction Managers
 - Space Inventory of buildings and rooms only (not GSF)
 - Weekly Recycling Pick-Up
 - Fuel for School Buses or passenger vehicles at FSU departmental rates
 - Annual Backflow Preventer Service and Testing at FSU departmental rates
- b) Upon request from FSUS, FSU Facilities shall ensure that any employee assigned to work at the FSUS location on a regular basis when students are present, who have direct contact with students or who have access to or control of school funds shall have a level 2 background screening pursuant to Sections 1012.32, 1012.465 and 1012.467, Florida Statutes.
- c) FSU Facilities recognizes that FSUS, a Development Research Charter School, is unique in certain ways and agrees to work with FSUS in good faith to address matters that may arise from time to time.

4. Indemnification

The parties agree that FSU is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to this Agreement, each party hereto agrees to be fully responsible for damages for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

5. Entire Agreement

This Agreement sets for the entire agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement executed by the parties. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

6. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with the terms disregarding such unenforceable or invalid provision.

7. No Waiver

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

8. Governing Law; Venue

This Agreement shall be governed in all respects by the laws of the State of Florida, and the parties hereto irrevocably submit to the jurisdiction of the state and federal courts in the State of Florida located in Tallahassee, Florida for resolution any disputes, and agree that venue shall exclusively be in Tallahassee, Leon County, Florida.

9. Assignment; Binding Effect

FSU Facilities may not assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of FSUS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10. Captions

The caption hearings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. Counterparts

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. The Agreement and any counterpart shall be effective on the date stated herein.

12. Notices

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, overnight mail or electronic mail (return receipt requested), and shall be deemed to have been duly given when delivered personally, deposited in U.S. Mail or with other carrier or sent electronically, addressed as follows:

To FSUS: Florida State University Schools, Inc.
Attn: Stacy Chambers, Director
3000 School House Road
Tallahassee, FL 32311-7792
slchambers@fsu.edu

To FSU Facilities: Florida State University
Facilities Department
Attn: Dave Irvin, Sr. Associate Vice President
969 Learning Way
Tallahassee, FL 32306
dirvin@fsu.edu

or to such other persons or places as either party may designate by written notice to the others.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

FLORIDA STATE UNIVERSITY
SCHOOLS, INC.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES FOR AND ON
BEHALF OF FLORIDA STATE
UNIVERSITY FACILITIES
DEPARTMENT

Carlos Villa
Florida State University Schools, Inc.
Board Chair

Kyle Clark
Florida State University
Senior Vice President for Finance
& Administration

Date

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of this ____ day of _____ 2023, by and between Florida State University Schools, Inc. (“FSUS”) and the Florida State University Board Trustees (“FSU”) for and on behalf of the Florida State University Police Department (“FSUPD”) (collectively “the parties”).

WITNESSETH:

WHEREAS, FSUS is a Developmental Research Charter School established by the Florida State University College of Education pursuant to Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS, FSUS and FSU entered into a Charter Agreement in August 2000 and Renewal effective in July 2015;

WHEREAS, FSU serves as the fiscal agent for FSUS pursuant to Section 1002.32, Florida Statutes;

WHEREAS, FSUS desires for FSU to continue to provide administrative support and services to FSUS pursuant to Sections 1002.32 and 1002.33, Florida Statutes, and section 4.03.4 of the Charter Renewal Agreement;

WHEREAS, the parties recognize that FSUS is operated by Florida State University School, Inc. and is governed by an independent School Board which sets policy for FSUS;

WHEREAS, unless specified otherwise in this Agreement, the Charter Agreement or Renewal, or otherwise by mutual written agreement of the parties, cost to FSUS for stated administrative support and services from FSU shall be in accordance with Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS the parties do not intend for this agreement to conflict in any manner with the Charter Agreement or Renewal, or the Collective Bargaining Agreement(s) for FSUS employees;

WHEREAS, the parties hereto intend to memorialize the services that FSUPD has provided and will continue to provide to the FSUS;

WHEREAS, it is not the parties’ intent to materially change the Charter Agreement or Renewal, or the services that have historically been provided by FSU to FSUS; and

WHEREAS, FSUPD has agreed to provide administrative support and services to FSUS;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term; Termination; Scope

- a) The initial term of this Agreement shall be five (5) years, commencing on January 1, 2023. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties, up to five (5) additional years.
- b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon six (6) months’ prior written notice to the other party, provided the terminating party is in compliance with all the terms of this Agreement at the time of the notice of termination.

- c) The parties understand and agree that the responsibilities enumerated herein are provided as an outline of the responsibilities of each party, but are not intended to be exhaustive or exclusive.

2. Responsibilities of FSUS

- a) FSUS shall be responsible for adhering to all policies and procedures established by FSU and FSUPD that are applicable to the administrative support and services provided. Should a conflict arise between an FSU policy and an FSUS policy, the parties shall use their best effort to address and resolve the issue presented by the conflict in policy.
- b) FSUS understands and agrees that FSUPD employees providing the services are employees of FSU.
- c) FSUS shall be responsible for ensuring that all faculty, employees, agents, and representatives of FSUS receiving administrative support and services under this Agreement cooperate in providing any necessary information, documents and assistance to FSUPD employees.

3. Responsibilities of FSUPD

- a) FSUPD shall provide the following administrative support and services pursuant to this Agreement:
- Training within FSUPD's capabilities to address the needs or concerns of FSUS
 - Security assessments within FSUPD's capabilities to address the needs or concerns of FSUPD
 - Law enforcement support, including providing School Research Officer(s)
 - Serving as FSUS's first responder for police services
 - Parking services decals and passes at FSU departmental rates
- b) Upon request from FSUS, FSUPD shall ensure that any employee assigned to work at the FSUS location on a regular basis when students are present, who have direct contact with students or who have access to or control of school funds shall have a level 2 background screening pursuant to Sections 1012.32, 1012.465 and 1012.467, Florida Statutes.
- c) FSUPD recognizes that FSUS, a Development Research Charter School, is unique in certain ways and agrees to work with FSUS in good faith to address matters that may arise from time to time.

4. Indemnification

The parties agree that FSU is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to this Agreement, each party hereto agrees to be fully responsible for damages for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

5. Entire Agreement

This Agreement sets for the entire agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement executed by the parties. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

6. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with the terms disregarding such unenforceable or invalid provision.

7. No Waiver

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

8. Governing Law; Venue

This Agreement shall be governed in all respects by the laws of the State of Florida, and the parties hereto irrevocably submit to the jurisdiction of the state and federal courts in the State of Florida located in Tallahassee, Florida for resolution any disputes, and agree that venue shall exclusively be in Tallahassee, Leon County, Florida.

9. Assignment; Binding Effect

FSUPD may not assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of FSUS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10. Captions

The caption hearings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. Counterparts

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. The Agreement and any counterpart shall be effective on the date stated herein.

12. Notices

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, overnight mail or electronic mail (return receipt requested), and shall be deemed to have been duly given when delivered personally, deposited in U.S. Mail or with other carrier or sent electronically, addressed as follows:

To FSUS: Florida State University Schools, Inc.
Attn: Stacy Chambers, Director
3000 School House Road
Tallahassee, FL 32311-7792
slchambers@fsu.edu

To FSU Police Department: Florida State University
Police Department
Attn: Rhonda Harris, Asst. Vice President & Chief
830 West Jefferson Street
Tallahassee, FL 32306
rhonda.harris@fsu.edu

or to such other persons or places as either party may designate by written notice to the others.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

FLORIDA STATE UNIVERSITY
SCHOOLS, INC.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES FOR AND ON
BEHALF OF FLORIDA STATE
UNIVERSITY POLICE DEPARTMENT

Carlos Villa
Florida State University Schools, Inc.
Board Chair

Rhonda Harris
Florida State University
Assistant Vice President & Chief

Date

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of this ____ day of _____ 2023, by and between Florida State University Schools, Inc. (“FSUS”) and the Florida State University Board Trustees (“FSU”) for and on behalf of the Florida State University Office of Human Resources (“FSU HR”) (collectively “the parties”).

WITNESSETH:

WHEREAS, FSUS is a Developmental Research Charter School established by the Florida State University College of Education pursuant to Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS, FSUS and FSU entered into a Charter Agreement in August 2000 and Renewal effective in July 2015;

WHEREAS, FSU serves as the fiscal agent for FSUS pursuant to Section 1002.32, Florida Statutes;

WHEREAS, FSUS desires for FSU to continue to provide administrative support and services to FSUS pursuant to Sections 1002.32 and 1002.33, Florida Statutes, and section 4.03.4 of the Charter Renewal Agreement;

WHEREAS, the parties recognize that FSUS is operated by Florida State University School, Inc. and is governed by an independent School Board which sets policy for FSUS;

WHEREAS, unless specified otherwise in this Agreement, the Charter Agreement or Renewal, or otherwise by mutual written agreement of the parties, cost to FSUS for stated administrative support and services from FSU shall be in accordance with Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS the parties do not intend for this agreement to conflict in any manner with the Charter Agreement or Renewal, or the Collective Bargaining Agreement(s) for FSUS employees;

WHEREAS, the parties hereto intend to memorialize the services that FSU HR has provided and will continue to provide to FSUS;

WHEREAS, it is not the parties’ intent to materially change the Charter Agreement or Renewal, or the services that have historically been provided by FSU to FSUS; and

WHEREAS, FSU HR has agreed to provide administrative support and services to FSUS;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term; Termination; Scope

- a) The initial term of this Agreement shall be five (5) years, commencing on January 1, 2023. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties, up to five (5) additional years.
- b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon six (6) months’ prior written notice to the other party, provided the terminating party is in compliance with all the terms of this Agreement at the time of the notice of termination.

- c) The parties understand and agree that the responsibilities enumerated herein are provided as an outline of the responsibilities of each party, but are not intended to be exhaustive or exclusive.

2. Responsibilities of FSUS

- a) FSUS shall be responsible for adhering to all policies and procedures established by FSU and FSU HR that are applicable to the administrative support and services provided. Should a conflict arise between an FSU policy and an FSUS policy, the parties shall make a good faith effort to address and resolve the issue presented by the conflict in policies.
- b) FSUS understands and agrees that FSU HR staff providing the services are employees of FSU.
- c) FSUS shall be responsible for ensuring that all faculty, staff, agents, and representatives of FSUS receiving administrative support and services under this Agreement cooperate in providing any necessary information, documents and assistance to FSU HR employees.

3. Responsibilities of FSU HR

- a) FSU HR shall provide the following administrative support and services pursuant to this Agreement through the functional areas listed below:
 - i. Administration
 - Chief Human Resources Officer or designee serves on the FSUS-FSU management bargaining team for UFF negotiations and provides technical support on collective bargaining.
 - ii. Benefits/Retirement
 - Manage the benefits administration and processing for all FSUS employees for Insurance and Retirement Plans, including the plan/program administration, vendor interaction, and the OMNI HR transactions for processing.
 - Reviews available voluntary benefit options and adjusts when needed to meet University or employee needs.
 - Administers the annual benefits fair.
 - Provides guidance to new employees or existing employees during a valid enrollment period on available benefit and insurance options.
 - Administers other University programs, including but not limited to Seminole Savings and the FICA Alternative Plan.
 - iii. Compensation and Classification Services
 - Assist FSUS with compensation/salary market research, comparative market benchmarking
 - Assist in recommending salary increases for job offers and promotions based on salary considerations and market comparisons
 - Assist with internal equity alignment and pay structures pending availability of funds
 - Provide job analysis and job evaluation, upon request
 - Assist FSUS with job, workflow, and organizational analysis by aligning work to be performed with job duties and responsibilities
 - Provide FSUS organizational charts, upon request and as needed
 - Provide training and counsel on University Staff Compensation policies and pay practices
 - Assist managers and employees with establishing, reclassifying, and updating job descriptions
 - Maintain competency catalog for class codes and job descriptions within OMNI
 - Manage pay plans relevant to FSUS and overall compensation structure
 - Serve as archivist of original position descriptions

- Consult on compliance with the Fair Labor Standards Act and University Policies and Procedures
- Track and collect data on individual personnel movement to assist in any compliance reporting with AA plan and other government reports, regulation requirements, including promotions, transfers, and new hires

iv. Employee Data Management

- Ensure compliance with Federal, State, and University policies for all personnel actions . All actions submitted will be reviewed to ensure that required supporting documentation for all new hires, terminations, reassignments, transfers, and OPS appointments are received.
- Process transactions for new hires, terminations, reassignments, transfers, and OPS appointments in OMNI HR
- Conduct training on compensation processes for US and non-US citizen appointments.
- Consult on requirements of the Fair Labor Standards Act and University Policies and Procedures
- Provide job aids for department representatives and employees utilizing OMNI HR
- Serve as a strategic partner to ensure employees are paid accurately and efficiently
- Serve as custodian of the official employees' files
- Provide written and verbal verifications on all University employees
- Ensure compliance with Federal Regulations governing the Employment Eligibility Program
- Manage the 1-9 verification process including electronic completion and final approval
- Ensure compliance with the Social Security No Match program
- Ensure compliance with foreign tax treaties and appropriate taxation of non-US citizen employees
- Maintain the Social Security mismatch process to validate employee SSNs mismatches
- Process Faculty compensation transactions in OMNI-HR including supplemental pays of faculty and manual inputting of salary increases for faculty members, as needed.

v. Employee & Labor Relations (ELR) and Faculty Relations (FR)

- Counsel employees and managers regarding their rights and responsibilities
- Facilitate union grievances and investigate employee complaints
- Investigate allegations of misconduct using established investigatory procedures, which may include interviewing witnesses
- Provide guidance on the appropriate disciplinary action and the implementation of such action
- Draft proposed disciplinary documents
- Assist with the delivery of adverse action letters to employees
- Assist with performance management issues, performance evaluations and the development of performance improvement plans
- Review union collective bargaining agreements and FSUS labor and employment practices to ensure compliance, and provide appropriate guidance on contract administration issues
- Administer federally mandated Commercial Driver's License Program
- Partner to meet the needs of FSUS in accordance with University policies and procedures
- Processes unemployment compensation claims and conducts appeal hearings when scheduled

- Maintain updated United Faculty of Florida (UFF-FSUS) collective bargaining information as it relates to any Human Resources procedural changes that may affect faculty HR processes

vi. Employment

- Assist with creating and posting job openings for Faculty, A&P, USPS, and OPS appointments
- Screen and route applicants for USPS and A&P positions
- Review and approve job offers for Faculty, A&P, USPS, and OPS appointments
- Assist with the eRecruit, employment, and onboarding processes for Faculty, A&P, USPS, and OPS appointments
- Provide training and counsel on University Employment & Recruitment policies and practices

vii. Office of Equity, Diversion & Inclusion

- Monitor employment practices (hiring, promotions, discipline, compensation, etc.) to ensure compliance with Equal Employment Opportunity, Affirmative Action, and Non-Discrimination laws
- Provide guidance on workplace issues to foster a harassment free and non-hostile environment
- Investigate internal and external complaints of discrimination utilizing established investigatory procedures
- Conduct workplace training on Diversity & Inclusion, Sexual Harassment, Equal Employment Opportunity, and other applicable topics
- Affirmative Action and related areas
- Develop and implement University Affirmative Action Plan which includes FSUS
- Provide Employee Ombudsperson services as - an impartial dispute resolution advisor according to FSU policies

viii. Attendance & Leave

- Process time and leave hours for payroll processing in OMNI HR, including leave payouts, accruals, and transfers for employees; Compensatory leave payouts; excess annual leave rollover; alternate work schedules; and Personal Holidays for USPS employees
- Complete payroll processing quality assurance and edits•
- Administer the following federal or state-mandated programs: Family Medical Leave Act (FMLA), Uniformed Services Employment and Reemployment Rights Act (USERRA), and Workers' Compensation.
- Administers the University Attendance & Leave policies to include but not limited to Parental Leave (Unpaid/Paid), Sick Leave Pool, Telework, and Leave of Absence
- Reviews/approves OMNI HR and myFSU BI security requests, including the creation of Time Approver groups.
- Provides training and counsels on Attendance & Leave policies and/or OMNI HR time entry/approvals

ix. Training and Organizational Development

- Provide training and educational services to FSUS employees focusing on workplace and personal development, including online training
- Facilitates New Employee Orientation
- Coordinate the Davis Productivity Award application process for FSUS

- b) Upon request from FSUS, FSU HR shall ensure that any employee assigned to work at the FSUS location on a regular basis when students are present, who have direct contact with students or who have access to or control of school funds shall have a level 2 background screening pursuant to Sections 1012.32, 1012.465 and 1012.467, Florida Statutes. FSU HR recognizes that FSUS, a Development Research Charter School, is unique in certain ways and agrees to work with FSUS in good faith to address matters that are distinct from the aforementioned services

4. Indemnification

The parties agree that FSU is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to this Agreement, each party hereto agrees to be fully responsible for damages for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

5. Entire Agreement

This Agreement sets forth the entire agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement executed by the parties. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

6. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with the terms disregarding such unenforceable or invalid provision.

7. No Waiver

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

8. Governing Law; Venue

This Agreement shall be governed in all respects by the laws of the State of Florida, and the parties hereto irrevocably submit to the jurisdiction of the state and federal courts in the State of Florida located in Tallahassee, Florida for resolution any disputes, and agree that venue shall exclusively be in Tallahassee, Leon County, Florida.

9. Assignment; Binding Effect

FSU HR may not assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of FSUS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10. Captions

The caption hearings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. Counterparts

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. The Agreement and any counterpart shall be effective on the date stated herein.

12. Notices

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, overnight mail or electronic mail (return receipt requested), and shall be deemed to have been duly given when delivered personally, deposited in U.S. Mail or with other carrier or sent electronically, addressed as follows:

To FSUS: Florida State University Schools, Inc.
Attn: Stacy Chambers, Director
3000 School House Road
Tallahassee, FL 32311-7792
slchambers@fsu.edu

To FSU HR: Florida State University
Office of Human Resources
Attn: Renisha Gibbs, Assoc. VP for Human Resources
282 Champions Way
A6200 University Center
Tallahassee, FL 32306
rgibbs@fsu.edu

or to such other persons or places as either party may designate by written notice to the others.

[THE REST OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

FLORIDA STATE UNIVERSITY
SCHOOLS, INC.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES FOR AND ON
BEHALF OF FLORIDA STATE
UNIVERSITY OFFICE OF HUMAN
RESOURCES

Carlos Villa
Florida State University Schools, Inc.
Board Chair

Renisha Gibbs
Florida State University
Associate Vice President for Human
Resources and Finance & Administration
Chief of Staff

Date

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of this ____ day of _____ 2023, by and between Florida State University Schools, Inc. (“FSUS”) and the Florida State University Board Trustees (“FSU”) for and on behalf of the Florida State University Information Technology Services (“FSU ITS”) (collectively “the parties”).

WITNESSETH:

WHEREAS, FSUS is a Developmental Research Charter School established by the Florida State University College of Education pursuant to Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS, FSUS and FSU entered into a Charter Agreement in August 2000 and Renewal effective in July 2015;

WHEREAS, FSU serves as the fiscal agent for FSUS pursuant to Section 1002.32, Florida Statutes;

WHEREAS, FSUS desires for FSU to continue to provide administrative support and services to FSUS pursuant to Sections 1002.32 and 1002.33, Florida Statutes, and section 4.03.4 of the Charter Renewal Agreement;

WHEREAS, the parties recognize that FSUS is operated by Florida State University School, Inc. and is governed by an independent School Board which sets policy for FSUS;

WHEREAS, unless specified otherwise in this Agreement, the Charter Agreement or Renewal, or otherwise by mutual written agreement of the parties, cost to FSUS for stated administrative support and services from FSU shall be in accordance with Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS the parties do not intend for this agreement to conflict in any manner with the Charter Agreement or Renewal, or the Collective Bargaining Agreement(s) for FSUS employees;

WHEREAS, the parties hereto intend to memorialize the goods and services that FSU ITS has provided and will continue to provide to the FSUS;

WHEREAS, it is not the parties’ intent to materially change the Charter Agreement or Renewal, or the goods and services that have historically been provided by FSU to FSUS; and

WHEREAS, FSU ITS has agreed to provide administrative support and services to FSUS;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term; Termination; Scope

- a) The initial term of this Agreement shall be five (5) years, commencing on January 1, 2023. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties, up to five (5) additional years.
- b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon six (6) months’ prior written notice to the other party, provided the terminating party is in compliance with all the terms of this Agreement at the time of the notice of termination.

- c) The parties understand and agree that the responsibilities enumerated herein are provided as an outline of the responsibilities of each party, but are not intended to be exhaustive or exclusive.

2. Responsibilities of FSUS

- a) FSUS shall be responsible for adhering to all policies and procedures established by FSU and FSU ITS that are applicable to the administrative support and services provided. Should a conflict arise between an FSU policy and an FSUS policy, the parties shall use their best effort to address and resolve the issue presented by the conflict in policy.
- b) FSUS understands and agrees that FSU ITS employees providing the services are employees of FSU.
- c) FSUS shall be responsible for ensuring that all faculty, employees, agents, and representatives of FSUS receiving administrative support and services under this Agreement cooperate in providing any necessary information, documents and assistance to FSU ITS employees.

3. Responsibilities of FSU ITS

- a) FSU ITS shall provide the following administrative support and services pursuant to this Agreement and provided under terms and conditions set forth by FSU and FSU ITS and at current rates (if applicable):
- Informational and/or emergency assistance on services provided by ITS
 - General email and calendar services
 - Mainframe services through Northwest Regional Data Center (NWRDC) under separate agreement (FSU serves as the administrative host institution for NWRDC)
 - Internet connectivity as available
 - Intrusion Alarm System (IAS) monitoring services at the FSUS high school, middle school, gymnasium, cafeteria, and elementary school
 - Network monitoring service, an intrusion prevention system, yearly penetration testing, automated vulnerability scanning, security patches and security incident analysis and response
 - Identification of security incident thresholds that would require investigation
 - Services provided for other departments' exclusive use will be available to FSUS upon approval of the affected department and FSU administration, and upon the identification of funding sources in support of:
 1. Necessary modifications (Hardware, Software and Administrative)
 2. Implementation
 3. Service support (User training, User documentation, Support personnel and Maintenance)
- b) Upon request from FSUS, FSU ITS shall ensure that any employee assigned to work at the FSUS location on a regular basis when students are present, who have direct contact with students or who have access to or control of school funds shall have a level 2 background screening pursuant to Sections 1012.32, 1012.465 and 1012.467, Florida Statutes.
- c) FSU ITS recognizes that FSUS, a Development Research Charter School, is unique in certain ways and agrees to work with FSUS in good faith to address matters that may arise from time to time.

4. Indemnification

The parties agree that FSU is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to this Agreement, each party hereto agrees to be fully responsible for damages for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

5. Entire Agreement

This Agreement sets forth the entire agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement executed by the parties. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

6. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with the terms disregarding such unenforceable or invalid provision.

7. No Waiver

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

8. Governing Law; Venue

This Agreement shall be governed in all respects by the laws of the State of Florida, and the parties hereto irrevocably submit to the jurisdiction of the state and federal courts in the State of Florida located in Tallahassee, Florida for resolution any disputes, and agree that venue shall exclusively be in Tallahassee, Leon County, Florida.

9. Assignment; Binding Effect

FSU ITS may not assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of FSUS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10. Captions

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. Counterparts

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. The Agreement and any counterpart shall be effective on the date stated herein.

12. Notices

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, overnight mail or electronic mail (return receipt requested), and shall be deemed to have been duly given when delivered personally, deposited in U.S. Mail or with other carrier or sent electronically, addressed as follows:

To FSUS: Florida State University Schools, Inc.
Attn: Stacy Chambers, Director
3000 School House Road
Tallahassee, FL 32311-7792
slchambers@fsu.edu

To FSU ITS: Florida State University
Information Technology Services
Attn: Rick Burnette, Interim Chief Info. Officer
1721 W. Paul Dirac Drive
Tallahassee, FL 32310
rburnette@fsu.edu

or to such other persons or places as either party may designate by written notice to the others (or to the individual subsequently in that position at FSUS and/or FSU, should the incumbent(s) at the time this Agreement is executed no longer be in the position).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

FLORIDA STATE UNIVERSITY
SCHOOLS, INC.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES FOR AND ON
BEHALF OF FLORIDA STATE
UNIVERSITY OFFICE OF
TECHNOLOGY SERVICES

Carlos Villa
Florida State University Schools, Inc.
Board Chair

Richard R. Burnette, III, Ph.D.
Florida State University
Associate Provost for Strategy & Analytics
and Interim Chief Information Officer

Date

Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into as of this ____ day of _____ 2023, by and between Florida State University Schools, Inc. (“FSUS”) and the Florida State University Board Trustees (“FSU”) for and on behalf of the Florida State University Office of Procurement Services (“FSU Procurement”) (collectively “the parties”).

WITNESSETH:

WHEREAS, FSUS is a Developmental Research Charter School established by the Florida State University College of Education pursuant to Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS, FSUS and FSU entered into a Charter Agreement in August 2000 and a Renewal effective in July 2015;

WHEREAS, FSU serves as the fiscal agent for FSUS pursuant to Section 1002.32, Florida Statutes;

WHEREAS, FSUS desires for FSU to continue to provide administrative support and services to FSUS pursuant to Sections 1002.32 and 1002.33, Florida Statutes, and section 4.03.4 of the Charter Agreement Renewal;

WHEREAS, the parties recognize that FSUS is operated by Florida State University School, Inc. and is governed by an independent School Board which sets policy for FSUS;

WHEREAS, unless specified otherwise in this Agreement, the Charter Agreement or renewal, or otherwise by mutual written agreement of the parties, cost to FSUS for stated administrative support and services from FSU shall be in accordance with Sections 1002.32 and 1002.33, Florida Statutes;

WHEREAS the parties do not intend for this agreement to conflict in any manner with the Charter Agreement or Renewal, or the Collective Bargaining Agreement(s) for FSUS employees;

WHEREAS, the parties hereto intend to memorialize the services that FSU Procurement has provided and will continue to provide to the FSUS;

WHEREAS, it is not the parties’ intent to materially change the Charter Agreement or renewal, or the goods and services that have historically been provided by FSU to FSUS; and

WHEREAS, FSU Procurement has agreed to provide administrative support and services to FSUS;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term; Termination; Scope

- a) The initial term of this Agreement shall be five (5) years, commencing on January 1, 2023. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one-year successive terms upon mutual agreement of the parties, up to five (5) additional years.
- b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon six (6) months’ prior written notice to the other party, provided the terminating party is in compliance with all the terms of this Agreement at the time of the notice of termination.

- c) The parties understand and agree that the responsibilities enumerated herein are provided as an outline of the responsibilities of each party, but are not intended to be exhaustive or exclusive.

2. Responsibilities of FSUS

- a) FSUS shall be responsible for adhering to all policies and procedures established by FSU and FSU Procurement that are applicable to the administrative support and services provided. Should a conflict arise between an FSU policy and an FSUS policy, the parties shall use their best effort to address and resolve the issue presented by the conflict in policy.
- b) FSUS understands and agrees that FSU Procurement employees providing the services are employees of FSU.
- c) FSUS shall be responsible for ensuring that all faculty, employees, agents, and representatives of FSUS receiving administrative support and services under this Agreement cooperate in providing any necessary information, documents and assistance to FSU Procurement employees.

3. Responsibilities of FSU Procurement

- a) FSU Procurement shall provide the following administrative support and services pursuant to this Agreement:
 - Procure commodities and contractual services in compliance with FSU regulations, policies and systems
 - Oversee and support FSU purchasing card services, including but not limited to the issuance of purchasing cards
 - Provide on-going purchasing, purchasing card and purchasing systems training to FSUS, as needed
- b) Upon request from FSUS, FSU Procurement shall ensure that any employee assigned to work at the FSUS location on a regular basis when students are present, who have direct contact with students or who have access to or control of school funds shall have a level 2 background screening pursuant to Sections 1012.32, 1012.465 and 1012.467, Florida Statutes.
- c) FSU Procurement recognizes that FSUS, a Development Research Charter School, is unique in certain ways and agrees to work with FSUS in good faith to address matters that may arise from time to time.

4. Indemnification

The parties agree that FSU is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify other parties to its agreements. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to this Agreement, each party hereto agrees to be fully responsible for damages for the acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

5. Entire Agreement

This Agreement sets for the entire agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement executed by the parties. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

6. Severability

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with the terms disregarding such unenforceable or invalid provision.

7. No Waiver

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

8. Governing Law; Venue

This Agreement shall be governed in all respects by the laws of the State of Florida, and the parties hereto irrevocably submit to the jurisdiction of the state and federal courts in the State of Florida located in Tallahassee, Florida for resolution any disputes, and agree that venue shall exclusively be in Tallahassee, Leon County, Florida.

9. Assignment; Binding Effect

FSU Procurement may not assign or transfer any of its rights, duties, or obligations under this Agreement in whole or in part, without the prior written consent of FSUS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

10. Captions

The caption hearings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. Counterparts

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. The Agreement and any counterpart shall be effective on the date stated herein.

12. Public Records

IF FSUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FSUS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850)644-4440, Office of General Counsel, Florida State University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400.

The Parties acknowledge that FSU is subject to Florida’s Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. FSUS agrees to allow public access to all records, documents, papers, letters or other materials subject to the provision of the Florida Public Records law and made or received in conjunction with this Agreement. Refusal by FSUS to allow such public access will be ground for immediate cancellation of this Agreement by FSU.

To the extent that FSUS meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract or agreement requirements provided by law, FSUS must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 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, regulation, or accounting oversight body.
- d) Meet all requirements for retaining public records and transfer, at no cost to the public agency, all public records in possession of FSUS regarding this Agreement upon termination of this Agreement and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a form that is compatible with the information technology systems of the public agency.

13. E-Verify

FSU is obligated to comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility.” Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. FSUS affirms and represents that it is registered with the E-Verify system and is using same and will continue to do so.

14. Notices

All notices, requests, demands, or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, overnight mail or electronic mail (return receipt requested), and shall be deemed to have been duly given when delivered personally, deposited in U.S. Mail or with other carrier or sent electronically, addressed as follows:

To FSUS: Florida State University Schools, Inc.
Attn: Stacy Chambers, Director
3000 School House Road
Tallahassee, FL 32311-7792
slchambers@fsu.edu

To FSU Procurement: Florida State University

Office of Procurement Services
Attn: Rosey Murton, Chief Procurement Officer
A1400 University Center
Tallahassee, FL 32306-2370
rmurton@fsu.edu

or to such other persons or places as either party may designate by written notice to the others.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

FLORIDA STATE UNIVERSITY
SCHOOLS, INC.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES FOR AND ON
BEHALF OF FLORIDA STATE
UNIVERSITY OFFICE OF
PROCUREMENT SERVICES

Carlos Villa
Florida State University Schools, Inc.
Board Chair

Rosey Murton
Florida State University
Chief Procurement Officer

Date

Date

FLORIDA STATE UNIVERSITY SCHOOLS

2023-2024 Calendar



2023

July

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

2024

January

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May

M	T	W	T	F
		1	2	3
4	5	6	7	8
13	14	15	16	17
20	21	22	23	24
27	28	29*	30*	31*

June

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- School Closed
- Teacher Work Day- No Students
- Early Release Day- 11:45am Dismissal
- Middle & High School Exams- Early Release (11:45am)
- End of Quarter
- ➔ Students Report/Return From Extended Break

August

- 3 Teachers Report
- 3-9 Teacher Pre-Planning
- 10 Students Report

September

- 4 Labor Day Holiday (Students and All Employees Out)
- 13 Early Release Day 11:45am (Professional Development)

October

- 13 End of First Quarter
- 16 Professional Development Day (Students Out)

November

- 1 Early Release Day 11:45am (Teacher Planning Day)
- 10 Veterans Day Holiday (Students and All Employees Out)
- 20-24 Thanksgiving Holiday (Students and Teachers Out)
- 23-24 Thanksgiving Holiday (Students and All Employees Out)

December

- 13,14,15 Middle & High School Semester, Final, and District Exam Days (Early Release)
- 15 End of Second Quarter
- 18-20 Teacher Planning Days
- 21-29 Winter Holidays (Teachers and Students Out)
- 25 Christmas Holiday (Students and All Employees Out)

January

- 1 New Year's Holiday (Students and All Employees Out)
- 2-3 Teacher Planning Days (Students Out)
- 4 Students Return
- 15 Martin Luther King Jr. Holiday (Students and All Employees Out)

February

- 16 Early Release Day 11:45am (Professional Development)
- 19 President's Day (Students and Teachers Out)

March

- 8 End of Third Quarter
- 11-15 Spring Break (Students and Teachers Out)
- 18 Teacher Planning Day (Students Out)
- 19 Students Return
- 28 Early Release Day 11:45am (Professional Development)
- 29 Teacher Planning Day

April

- 1 Teacher Planning Day

May

- 21,22,23 Middle and High School Final and District Exam Days (Early Release)
- 23 Last Day of School/End of Fourth Quarter
- 24 Teacher Planning Day
- 27 Memorial Day Holiday (All Employees Out)
- 28 Teacher Planning Day
- 29-31 Non-Duty Days