

INTERAGENCY PERSONNEL ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between

THE FLORIDA DEPARTMENT OF EDUCATION
(hereinafter referred to as “the Department”),
an agency of the State of Florida

and

BREVARD PUBLIC SCHOOLS
(hereinafter collectively referred to as “Home District”),
a political subdivision of the State of Florida

WHEREAS, the above-described parties (hereinafter referred to as “the Parties”) desire to enter into this Interagency Personnel Assignment Agreement (hereinafter referred to as “Agreement”) to carry out the provisions of Part 3 of Florida’s CARES Act plan; and

WHEREAS, the purpose of this Agreement is to retain the services of **Whitney Augustine** as a State Regional Literacy Director (hereinafter referred to as “Director”) in order to build capacity in reading by providing targeted services and supports to schools and school districts with the largest reading achievement gaps; and

WHEREAS, Director, in this capacity, will engage cross-divisional experts (Reading, ESE, ELL, etc.) to support and reinforce professional development and evidence-based literacy coaching models being deployed statewide.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

- 1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

- 2.01 **Special Assignment.** Home District agrees to employ Director as an employee on special assignment to the Department as a State Regional Literacy Director during the period of September 14, 2020 through July 31, 2022.
- 2.02 **Salary and Benefits.** During the period of employment described above, Home District will provide to Director an annual salary of \$85,000. Home District will provide benefits to the same extent that Director would have received had he or she remained in his or her existing position and capacity with Home District.

- 2.03 **Reimbursement of Salary and Benefits.** The Department agrees to reimburse Home District for the above-described salary and up to an additional \$24,575.91 in annual benefits, payroll taxes and withholdings on a quarterly basis. Attached hereto is a schedule setting forth the salary and benefits earned by Director during the term of the assignment.
- 2.04 **Method of Payment.** At the end of each quarter, Home District shall submit an invoice and documentation of the amounts due for that quarter which is adequate for pre-audit and post-audit. Upon receipt and review, the Department shall render payment in accordance with section 215.422, Florida Statutes.
- 2.05 **Financial Consequences.** Home District will submit to the Department deliverables that are satisfactorily completed in accordance with the terms and conditions set forth in Article 4, Scope of Work. Payment shall be withheld until any and all deficiencies are corrected and accepted by the Department.
- 2.06 **Supervision.** The Department agrees to provide supervision for Director during the term of this Agreement. The Department, through the Just Read, Florida! Office shall direct Director to perform specific duties within the scope of the State Regional Literacy Director role and the deliverables described herein.
- 2.07 **Resources.** During term of this Agreement, Home District shall be expected to provide Director with the resources necessary to complete performance of the services contemplated herein. Such resources include, at minimum, adequate workspace, laptop computer equipment and software, and internet access. The department will reimburse Home District for preapproved, job-related expenses up to \$4,000.
- 2.08 **Travel and Per Diem Expenses.** During the term of this Agreement, Director, in the course of performing the services described herein, shall be expected to travel to and from places other than his or her residence and the workspace provided by Home District. The Department will reimburse Home District for Director's pre-approved, job-related per diem and travel up to \$10,000.

ARTICLE 3 – GENERAL CONDITIONS

- 3.01 **Term.** This Agreement shall take effect September 1, 2020, and shall extend through July 31, 2022, unless cancelled earlier in accordance with the terms herein.
- 3.02 **Indemnification.** The Parties acknowledge and agree that their responsibility for tort claims shall be governed by the provisions of section 768.28, Florida Statutes. Neither party shall be deemed to assume any liability for the acts, omissions to act or negligence of the other, or their, agents, or employees.
- 3.03 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which

sovereign immunity may be applicable.

- 3.04 **No Third Party Beneficiaries.** Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
- 3.05 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.
- 3.06 **Notice.** When either party desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice.

To the Department:

Ms. Rebecca Mead
Interim Executive Director
Just Read, Florida!
Florida Department of Education
325 West Gaines Street, Room 1432D
Tallahassee, Florida 32399-0400

To Brevard Public Schools:

Dr. Mark Mullins
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601

- 3.07 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 3.08 **Statutory Provisions.** If the terms of this Agreement extend beyond the current fiscal year, pursuant to section 287.0582, Florida Statutes, the Department's performance and obligation under this contract is contingent upon an annual appropriation by the Legislature. The provisions of section 287.058(1)(a)–(f), Florida Statutes, are hereby incorporated by reference. Notice is provided pursuant to sections 287.133 and 287.134, Florida Statutes. Payment is pursuant to Section 215.422, Florida Statutes.
- 3.09 **Contingency.** If the Florida Legislature fails to appropriate or authorize the

expenditure of sufficient funds to provide for the continuation of this Agreement or if a lawful order issued in or for any fiscal year during the term of this Agreement reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Department.

- 3.10 **Termination:** The Department reserves the right to terminate this Agreement without cause or penalty by giving Home District thirty (30) days written notice. This Agreement may also be terminated in writing executed by both Parties, which shall specify any remaining measures necessary to be taken.
- 3.11 **Miscellaneous Provisions.** This Agreement shall be governed by and construed in accordance with Florida law, and venue for any action to construe the terms of this Agreement shall lie in Leon County, Florida. This Agreement is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing signed by a duly authorized representative of both Parties.

ARTICLE 4 – SCOPE OF WORK

- 4.01 As reflected in the provisions of Part 3 of Florida’s CARES Act plan, the position of State Regional Literacy Director is designed to ensure high quality regional reading supports throughout the state of Florida.

- 4.02 Deliverables:

Home District shall provide Director with salary, benefits, travel reimbursement, work space and resources as described herein.

- 4.03 State Regional Literacy Director duties:

Throughout the assignment as a State Regional Literacy Director, Director will be required to perform the following duties:

- provide targeted support to school districts, literacy leadership teams, coaches and teachers
- monitor district-level, school-level, and classroom-level data
- develop and deploy additional professional development to improve student literacy achievement and close achievement gaps.

State Regional Literacy Directors will also provide the following:

- initial and ongoing professional learning on Florida’s new B.E.S.T. standards
- training on implementation science

- training and support for district and school administration on evidence-based literacy practices
- training and support for literacy leadership teams on the science of reading and evidence-based practices
- training and support for literacy coaches
- training and support for teachers
- training in the use of data from PreK-Grade 3 screening and progress monitoring and data-informed assessment systems to meet students' individualized needs

4.04 Evidence of completion of deliverables shall include:

Written evidence of the salary, benefits, travel reimbursement, work space and resources provided to Director as described herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the latest approval date entered below.

FOR THE DEPARTMENT

Recommended by: _____
Suzanne Pridgeon, Chief Education Financial Officer

Date: _____

Approved by: _____
Richard Corcoran, Commissioner of Education

Date: _____

FOR BREVARD PUBLIC SCHOOLS

Approved by:  _____
Dr. Mark Mullins, Superintendent

Date: 9/11/20

**SALARY AND BENEFIT SCHEDULE FOR STATE REGIONAL LITERACY DIRECTOR
WHITNEY AUGUSTINE**

Annually

Salary	\$85,000.00
FRS	\$8,500.00
Social S/Med - FICA	\$6,502.50
Medical Insurance	\$9,028.56
W/C	\$474.30
Unemployment - Life	\$70.55
Total Salary and Benefits	\$109,575.91

Amount to be paid on the following schedule:

Year 1		Year 2			
Quarter 1	\$4,565.66	Quarter 1	\$27,393.98		
Quarter 2	\$27,393.98	Quarter 2	\$27,393.98		
Quarter 3	\$27,393.98	Quarter 3	\$27,393.98		
Quarter 4	\$27,393.98	Quarter 4	\$27,393.98		
Total	\$86,747.60	Total	\$109,575.91	Total	\$196,323.51