

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA  
BOARD AGENDA ITEM – July 13, 2021**

DEPARTMENT/SCHOOL INITIATED AGREEMENT

21-475-A-WH - Brevard Schools Foundation  
FDEP Curriculum Change Order #2

<input type="checkbox"/> (BW) Bids Waived <input checked="" type="checkbox"/> (A) Agreement Change Order
--

REQUESTOR: Elementary Leading & Learning & Legal Services      Legal Review Required:  Yes    No  
 Standard Template Used with No Changes:  Yes    No  
 Standard Template Type: N/A

VENDOR NAME	AMOUNT OF AGREEMENT	REQUIRED PRODUCTS/SERVICES
Florida Department of Environmental Protection	\$400,000.00	FDEP Recycling Curriculum
<b>Total</b>	\$400,000.00	

<input checked="" type="checkbox"/> <b>Contract Revision</b> <input type="checkbox"/> <b>Recurring Contract</b> <input type="checkbox"/> <b>New Contract</b>	<b>New Contract Amount</b> <b>Previous Contract Amount</b> <b>Variance</b>	\$400,000.00 \$400,000.00 \$0.00
--	--	--

**PRICE INCREASE / DECREASE EXPLANATION:** N/A

**DISCUSSION:**

Change Order to the Florida Department of Environmental Protection (FDEP) contract which is subcontracted to the Brevard Schools Foundation. This contract was originally approved by the Board on February 23, 2021.

A vendor-provided agreement has been used and approved by Legal Services on June 18, 2021.

**CONTRACT TERM:**

The contract term commenced March 3, 2021 and will continue until September 15, 2021.

**RECOMMENDATION:**

It is the recommendation of Jane Cline, Assistant Superintendent of Elementary Leading and Learning to approve the attached Change Order #2 to the agreement originally approved on February 23, 2021. Request authority for the Assistant Superintendent of Elementary Leading & Learning as Contract Manager to approve change orders to the agreement.

**AUTHORITY FOR ACTION:**

FS 1001.42

DEP AGREEMENT NO. SW347  
CHANGE ORDER NO. 02

GRANTEE

The School Board of Brevard County, Florida (BPS)  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940

DEP Agreement No. SW347 as entered into on the 3<sup>rd</sup> day of March, 2021, is hereby revised as follows:

1. **Phase 2 of the Scope of Work (Attachment 3-A)** is hereby deleted in its entirety and revised to change the dates of activities as listed in attached **Attachment 3-B**. The Phase 2 budget is revised from \$75,000 to \$72,500.
2. **Phase 3 of the Scope of Work (Attachment 3-A)** is hereby deleted in its entirety and revised to change the dates of activities as listed in attached **Attachment 3-B**. The Phase 3 budget is revised from \$62,190 to \$51,000.
3. **Phase 4 of the Scope of Work (Attachment 3-A)** is hereby deleted in its entirety and revised to change the dates of activities as listed in attached **Attachment 3-B**. The Phase 4 budget is revised from \$77,810 to \$91,500.

All other terms and conditions of the Agreement shall remain unchanged.

SCHOOL BOARD OF BREVARD COUNTY

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Misty Belford, Chairperson

\_\_\_\_\_  
DEP Contract Manager

\_\_\_\_\_  
Contractor Contract Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Signatory Authority, DEP Office or Division  
Or designee

Date: \_\_\_\_\_

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS CHANGE ORDER

<u>Specific Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-B	Updated Scope of Work

## ATTACHMENT 3-B

### Key Deliverables for Updating K-12 Recycling Curriculum

#### Objective:

The Florida Department of Environmental Protection (FDEP) will work with the Florida Department of Education (FDOE) to develop a request for proposal to update the Solid Choices K-12 curriculum content to address the significant number of new waste reduction and recycling processes and technologies implemented in the state of Florida over the last 10 years; including the incorporation of the Next Generation Sunshine State Standards (NGSSS) and web based technology.

#### Existing Curriculum:

The Solid Choices curriculum was developed as a result of the 1988 Solid Waste Management Act whereas Section 404.714(5)(b), F.S. mandated that solid waste management instruction be provided at both the elementary and secondary levels of our public schools.

In 2010, Section 403.7032(4)(b) also directed FDEP to develop a comprehensive recycling program designed to achieve a 75% recycling rate through programs to educate students in grades K-12 in the benefits of, and proper techniques for recycling and programs to educate and train the public in proper recycling efforts. Solid Choices: Thinking, Learning, and Making Choices about Solid Waste and Solid Choices: Ounce of Prevention consists of two instructional modules, one for K-2 and one for grades 3-5. Each module is made up of five lessons. These modules are designed to integrate solid waste management into school curriculum. The lessons use solid waste management as a focal point for existing instruction in areas such as language arts, math, science, and social studies; for addressing the Florida State Standards; and for preparing students for standardized testing.

The FDEP's Office of Environmental Education, which was originally responsible for the development of Solid Choices, was closed in 2000. It is only available now in scanned pages saved as a PDF on the FDEP Recycling webpage.

#### Key Deliverables

Scope: Update and Expand the K-12 Solid Choices Recycling Curriculum and Teachers Guide

Required: ADA Compliant and translated into Spanish

5. Lesson introductions and tutorials for implementation
  6. Publish curriculum
  7. Provide training for FDEP and Florida K-12 Educators.
-

**PHASE 1 - Curriculum Writing**

**March 2021**

Grade band team leaders select content writers from throughout the state of Florida.

Team leads will submit a list to the FDOE project manager by 3/20/2021.

Team leads will create a virtual collaboration space (Google, Microsoft, etc.) and invite team members to the space where the project will be created collaboratively.

Team leads will share the virtual collaboration space with the FDOE project manager.

Grade band teams will create a project outline that includes the NGSSS benchmarks and a description of how recycling will be integrated into those benchmarks.

Team leads will submit a project outline to the FDOE project manager.

Team leads and FDOE Science Content Specialist will identify the core components for each of the grade band curriculum modules and create a template.

Team leads will submit the list of core components to the FDOE project manager.

**March 2021 -**

**June 30, 2021**

Team leads will hold virtual meetings with team members to work on the project collaboratively.

Team leads will submit the participation list from each virtual meeting. (ongoing)

**March 2021**

Each grade band team will create a draft of a lesson using the aforementioned template for one lesson plan.

Team leads will submit a draft lesson to the FDOE project manager and FDOE will hold a virtual meeting to provide feedback on the drafts.

**March 2021 -**

**June 30, 2021**

Grade band teams will write lessons that integrate recycling content into the existing NGSSS benchmarks using the aforementioned template in the virtual collaboration space.

Team leads will submit the completed lessons to the FDOE project manager at the end of May.

**May 2021**

Team leads will identify graphic design needs and create a list of requests.

Team leads will submit a list of graphic design needs to the FDOE project manager.

**DELIVERABLE(S):**

K-12 recycling curriculum aligned to the Next Generation Sunshine State Standards including a teacher's guide for implementation with fidelity.

**Budget:**

\$5,000 stipend per team leader x 4 leads (primary, intermediate, middle, high)= **\$20,000**

\$7,500 stipend per content expert x 22 content experts= **\$165,000**

Primary (K-2) = 5 content experts

Elementary (3-5) = 5 content experts

Middle (6-8)= 6 content experts

High (9-12)=6 content experts

Total: **\$185,000**

**\$185,000.00**

**PHASE 2 - Content Review and Revision Process**

**May 2021**

Team leads will identify the graphic designer(s).  
Team leads will submit the name(s) of the graphic designer(s) to the FDOE project manager.  
Team leads will identify content reviewers from throughout the state of Florida. Team leads will also submit a feedback form for content reviewers to use when providing feedback on the lessons.

Team leads submit a list of content reviewers and a project feedback form to the FDOE project manager.

**May 15th, 2021 -**

**May 25th, 2021**

Content reviewers will receive the lessons and feedback form to be used when providing specific critiques and suggestions for each lesson.

The completed feedback forms will be submitted to the team leads and the FDOE project manager.

Curriculum template will be decided by team leads, FDOE project manager and the FDOE science content specialist.

**May 26th, 2021 -**

**June 1st, 2021**

Content writers evaluate the content reviewer's feedback and make necessary corrections to the lessons.

Content writers will submit the finalized lessons to team leads for final approval.

**June 2nd, 2021 -**

**June 30, 2021**

Team leads will review the final draft lessons for final approval.

Graphic designer will embed the curriculum into the decided curriculum design and template.

Team leads submit the finalized and approved lessons to the FDOE project manager.

Finalization meeting: Team leads, FDOE science content specialist, and the FDOE project manager will meet virtually to review and finalize the lessons in order to ensure a quality product.

**DELIVERABLE(S):**

Review rubric developed and utilized in review by content experts.

Completion of assigned reviews.

Curriculum design and template.

All curriculum will be embedded into the designated curriculum design and template.

After final revisions and formatting, curriculum will be prepared to be published for public access.

**Budget:**

\$5,000 stipend per team leader x 4 leads (primary, intermediate, middle, high) = **\$20,000**

\$2,500 stipend per content expert x 20 teacher experts = **\$50,000**

Primary (K-2) = 5 content experts

Elementary = 5 content experts

Middle = 5 content experts

High = 5 content experts

**Graphic Design:**

\$625 x 4 (K-2, 3-5, 6-8, 9-12) = **\$2,500**

Total: **\$72,500**

**\$72,500.00**

**PHASE 3 - PD Development & Teacher Training**

**May 2021**

Team leads will develop guidelines and template for professional development presentations.

Team leads will submit a list of professional development content developers/facilitators to the FDOE project manager.

Team leads will work with the professional development facilitators to develop the professional development content.

Team leads will submit the grade-level/course presentations to the FDOE project manager.

**June 2021 -**

**August 31, 2021**

Content writers will create presentations and record virtual professional development.

Team leads will submit a recording of the professional development to the FDOE project manager.

**DELIVERABLE(S):**

Content for professional development of K-12 educators and FDEP staff.

Presentations completed, recorded, and prepared to post on the website.

**Budget:**

\$5,000 stipend per team leader x 4 leads (primary, intermediate, middle, high) = **\$20,000**

\$1,500 stipend per content expert (presentation development and facilitation) x 20 experts = **\$30,000**

\$1,000 consumable supplies for professional development = **\$1,000**

Total: **\$51,000**

**\$51,000.00**

**PHASE 4 - Providing Access to ELL Students & Digital Learners**

**June 30th, 2021 -**

**September 15th, 2021**

Team leads will oversee the translation of resources into Spanish for English for Speakers of other Languages (ESOL) students.

Team leads will assist in the selecting key components of curriculum and supplementary materials to translate into Spanish per grade-level/course.

Teams leads will develop tutorial main ideas and digital lesson check points.

Team leads will oversee the creation of the outline and script for the virtual recycling lesson modules. Content developers with familiarity using the Articulate program owned by the FDOE will create the virtual tutorial modules.

Team leads will review the completed virtual modules before submitting them to the FDOE project manager.

Website will be developed to host curriculum, digital resources, Spanish resources, and recorded virtual professional development.

**DELIVERABLE(S):**

Digital lessons based upon completed Phase I curriculum; including interactive content and videos.

Translated supplementary resources to aid curriculum, including digital resources, to Spanish.

Website that will host curriculum, digital resources, Spanish resources, and recorded virtual professional development.

Publish digital and translated curriculum for public access by September 15, 2021.

**Budget:**

\$5,000 stipend per team leader x 4 leads (primary, intermediate, middle, high) = **\$20,000**

**Digital Design:**

\$8,500 Lead Digital Designer (Quality Control Assurance) = **\$8,500**

\$3,375 Storyboard Developer x 8 content experts = **\$27,000**

Total: **\$35,500**

**Translation to Spanish:**

\$1000 per Translator x 10 (K-2, 3-5, 6-8, 9-12) = **\$10,000**

**Website:**

\$6,000 for website development and 12 months hosting = **\$6,000**

Total: **\$71,500**

**\$71,500.00**

400,000 x 5% (Brevard)

**\$20,000.00**

**Budget Total:**

**\$400,000.00**

The Department of Education's (DOE) Project Manager will review all documentation to verify that it meets the DOE statewide standard criteria for approving the deliverables before sending an email describing and approving the deliverables to the Department's Contract Manager. The Department's Contract Manager will send DOE project manager an email providing final approval of the deliverables advising the Contractor to submit an invoice for approved deliverables. These emails must be included in invoices requesting payment from the Department.

Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Scope of Work and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Contractor has failed to perform/comply with provisions of this Contract. None of the financial consequences for nonperformance in this Contract, as more fully described in the Scope of Work, shall be considered penalties.

b. Corrective Action Plan. If the Contractor fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Contractor to the Department. The Department request that the Contractor specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Contractor shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the proposed CAP has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above may result in the Department's termination of this Contract for cause as authorized in this Contract.

ii. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Contractor of any of its obligations under the Contract. In the event the CAP fails to correct or eliminate performance deficiencies by Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate this Contract for failure to perform. No actions approved by the Department or steps taken by the Contractor shall preclude the Department from subsequently asserting any deficiencies in performance. The Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department's Contract Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Contract as specified by the Department may result in termination of the Contract.