



Interoffice Memorandum

September 15, 2023

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Venerria L. Thomas, Director *Venerria L. Thomas*
Community and Family Services Department

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: **Sonya Hill, (407) 836-7409**
Sean Murnane (407) 836-8993

SUBJECT: **Consent Agenda Item – September 26, 2023**
Head Start In-Kind Services Agreement between Orange County, Florida and
The Dr. Phillips Center for the Performing Arts, Inc.

The Head Start Division requests Board approval of the Head Start In-Kind Services Agreement between Orange County, Florida and The Dr. Phillips Center for the Performing Arts, Inc. related to the provision of Science and Arts Education for Project WOW (Wonders of the World) at all Head Start locations. The term of the contract is from September 26, 2023, through April 1, 2024.

ACTION REQUESTED: Approval and execution of Head Start In-Kind Services Agreement between Orange County, Florida and The Dr. Phillips Center for the Performing Arts, Inc. related to the provision of Science and Arts Education for Project WOW.

SH/sm;ms

HEAD START IN-KIND SERVICES AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
THE DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC.
related to the provision of
SCIENCE AND ARTS EDUCATION FOR PROJECT WOW

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1	Leased Employee Affidavit	No
2	In-Kind Donation	Yes

Exhibit Index	
Exhibit No.	Exhibit Title
A	Scope of Services
B	List of participating Head Start Program Locations
C	Project WOW Program Literature

HEAD START IN-KIND SERVICES AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

THE DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC.

related to the provision of

SCIENCE AND ARTS EDUCATION FOR PROJECT WOW

Article 1: Introduction

This Head Start Community Services Agreement ("**Agreement**") is entered into by and between the two parties indicated below in consideration of the mutual promises contained in this Agreement. Both the County and the Agency may be individually referred to as "**party**" or collectively referred to as "**parties**" in this Agreement.

Party #1: **Name:** Orange County, Florida (the "**County**")
 Entity Type: Political Subdivision of the State of Florida
 Principal Address:
 201 South Rosalind Avenue
 Orlando, Florida 32801

Party #2: **Name:** The Dr. Phillips Center for the Performing Arts, Inc. (the "**Agency**")
 Entity Type: Florida Not-For-Profit Corporation
 Principal Address:
 155 E Anderson Street
 Orlando, FL 32801

Article 2: Scope of Agreement

A. Services Provided

The services to be provided by the Agency to the County under this Agreement are detailed in the *Scope of Services* attached to this Agreement as **Exhibit "A"**.

B. Compliance with Laws

It shall be each party's responsibility to be aware of federal, state, and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or license necessary for its operations.

C. Authority to Operate

The Agency represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals will be submitted to the County upon request. Failure of the County to make such request shall not in any way alleviate the Agency's obligations under this provision.

D. No Financial Commitment

The Agency and the County agree that all services performed, and goods provided under this Agreement shall be without any form of payment or other financial compensation from the County. Any costs or expenses incurred by either party will be the sole responsibility of that respective party.

E. In-Kind Donation

In accordance with Head Start Performance Standard 1303.4 and Section 640 of the Head Start Act, the County must contribute a 20% non-federal match. The Agency shall donate all services and goods provided under this Agreement to assist the County in meeting such non-federal match requirement. For each in-kind service good donated, the Agency shall provide a completed in-kind contribution form provided by the County.

F. No Guarantee of Referral

The parties acknowledge that their resources are limited and agree to, if applicable, accept qualifying referrals from one another when resources permit. Notwithstanding the foregoing, there is no obligation on either party to accept a referral from the other or to make a referral to the other.

G. Non-Exclusive Agreement

By executing this Agreement, the Agency hereby acknowledges that the County is under no obligation to receive services or any nature or manner exclusively from the Agency and understands that the County may freely enter into similar agreements with other agencies.

H. Unsupervised Services Not Permitted

1. Each Head Start Center is a licensed childcare facility that must meet the requirements of Section 402.305, Florida Statutes. Under such law, the minimum standards for childcare personnel includes having good moral character based upon screening as defined in Section 402.302(15), Florida Statutes. Such screening must be conducted as provided in Chapter 435, Florida Statutes, using the "Level 2" standards for screening set forth in that chapter, which include employment history checks, a search of criminal history records, sexual predator and sexual offender registries, and child abuse and neglect registers of any state in which the current or prospective childcare personnel resided during the preceding five (5) years.
2. "Childcare personnel" means all owners, operators, employees, and volunteers working in a childcare facility. Notwithstanding the foregoing, per Florida law, individuals who volunteer to assist with the provision of childcare on an intermittent basis for less than ten (10) hours per month are not included in the term "personnel" for the purposes of screening so long as another individual who meets the screening requirement of Section 402.305(2) is always present and has the individual volunteer in his or her line of sight.
3. At no time shall the Agency's staff, employees, third party providers, volunteers, agents, or other associates provide services or otherwise be in the company of a Head Start child while unsupervised by County staff.
4. The Agency shall strictly prohibit its staff, employees, third party providers, volunteers, agencies, and other associates from providing more than ten (10) hours per month of volunteer childcare assistance without:
 - (1) Such individual first undergoing a background screening in compliance with the "Background Screening" provisions in **Article 7: Insurance and Safety Provisions**; and

(2) Express, written permission from the County Liaison to do so.

5. It is the Agency's responsibility to ensure that its staff, employees, third party providers, volunteers, agents, or other associates are properly trained to meet the requirements of **Paragraph H** of this Article.

Article 3: Agreement Liaisons

- A. The individuals named below shall serve as the main points of contact for the parties regarding this Agreement:

For the County: **Name:** Teresa Williams (the "County Liaison") **Email**
Address: Teresa.Williams@ocfl.net

For the Agency: **Name:** Khristy Chamberlain (the "Agency Liaison")
Email Address: Khristy.Chamberlain@drphillipscenter.org

- B. The County Liaison and Agency Liaison may collectively be referred to in this Agreement as the "Agreement Liaison(s)".
- C. With the exception of notices specifically required in this Agreement, which instead must be sent pursuant to the terms of **Article 8: Notice**, any communications sent to either of the Agreement Liaisons by email to the addresses provided above shall be considered received on the first full business day following the date it was sent by the sending party.
- D. The Agency shall ensure that the Agency Liaison is made available to communicate and meet with the County Liaison and any additional relevant County staff in order to assess, discuss, and review the Agency's performance pursuant to this Agreement during the Agency's regular business hours.
- E. The County and the Agency may unilaterally re-designate their respective Agreement Liaisons by providing a written communication to the other party by email to such party's current Agreement Liaison.

Article 4: Term, Renewal, and Termination

A. Term of Agreement

The term of this Agreement begins on the date that it is fully executed by both parties (the "Effective Date") and shall conclude on **04/01/2024** (the "Term End Date"). The period of time between the Effective Date and the Term End Date shall be referred to as the "Agreement Period" in this Agreement.

B. Automatic Renewal

Unless terminated by one of the parties pursuant to the termination provisions of this Agreement, this Agreement will automatically renew on an annual basis on 04/02/2024 for four (4) additional annual periods.

C. Termination of Agreement

Either party may terminate this Agreement at will for its convenience ten (10) business days after providing the non-terminating party with written notice of intent to terminate. If such notice is given, this Agreement will terminate at the end of the ten (10) business days' notice. No damages may be assessed against either party for its termination of this Agreement pursuant to this Section. Nothing in this provision shall in any way prevent the County from immediately terminating this

Agreement should the County, using its sole discretion, believe doing so to be in the County's best interest.

Article 5: Records Management and Auditing

A. Generally

The Agency acknowledges that the Agency, and any and all of its subcontractors, third party providers, agents, or other associates providing services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this Article.

B. Maintenance

In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting and record maintenance procedures.

C. Retention

Books, records, and accounts related to the performance of this Agreement shall be retained by the Agency for a period of five (5) years after termination of this Agreement, unless this Agreement is the subject of litigation, at which point the Agency shall retain such books, records, and accounts for a period of five (5) years after the conclusion of any such litigation.

D. Access

Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.

E. Public Records

Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.
4. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
5. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
6. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE

SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

F. Authorization to Audit

The County and the Orange County Comptroller shall have the right to audit Agency's service or program performance and delivery and compliance with the terms, conditions, and obligations set forth in this Agreement.

Article 6: Indemnity and Liability Provisions

A. Indemnification

The Agency agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the Agency's own negligent acts or omissions, or those negligent acts or omissions of the Agency's officials or employees (including volunteers) acting within the scope of their employment, or otherwise arising out of or resulting from the Agency's negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. Sovereign Immunity

The County's above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

C. Liability

1. The Agency shall be responsible for any and all harm, injury, or damage that in any way results from the Agency's performance under this Agreement, regardless of whether such harm, injury, or damage be to person(s), personal property, or real property. Standard "wear and tear" to the County's real or personal property shall be exempted from this provision.
2. In no event shall the County be responsible to the Agency for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
3. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Agency under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

D. Independent Contractor

It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose

or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

E. Non-Agent Agency

The Orange County Board of County Commissioners has not delegated to any County officer or employee the authority to appoint any agent on the County's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the Agency as an agent of the County. Additionally, no review or approval of the Agency's services, requests for reimbursement, reports, or records by the County may be construed as the County appointing the Agency as an agent of the County.

F. Third-Party Claims

Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, by executing this Agreement, the Agency agrees to hold the County, its employees, and its contractors harmless from liability to any third parties for claims asserted under this Agreement.

Article 7: Insurance and Safety Provisions

A. Insurance

1. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described in this Agreement. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to, and must not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.
2. The Agency shall require and ensure that each of its subcontractors, third-party providers, and other agents or associates providing services pursuant to this Agreement procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified in this Agreement.
3. The Agency shall purchase, maintain, and have in force, the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement, or prior to executing any renewals of this Agreement, to verify such coverage:
 - a. **Commercial General Liability.** The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.
 - **Required Endorsements:**
 - Additional Insured* – CG 20 26 or CG 20 10/CG 20 37 or their equivalents; and
 - Waiver of Transfer of Rights of Recovery* – CG 24 04 or its equivalent.
 - b. **Workers' Compensation.** The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One-

Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. If the Agency or their subcontractor is using an employee leasing company, the *Leased Employee Affidavit* attached as "Form 1" shall be completed.

- **Required Endorsement:**

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

- c. **Business Automobile Liability.** The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Agency does not own automobiles, the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - d. **Sexual Abuse and Molestation Coverage.** The Agency shall maintain coverage for sexual abuse and molestation with limits of not less than one hundred thousand dollars (\$100,000) per occurrence.
4. Insurance carriers providing coverage required in this Article must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
 5. Any request for an exception to these insurance requirements must be submitted in writing to the County Liaison for approval by the County's Risk Management Division, which must be provided in writing and kept with this Agreement's file.
 6. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Agency shall also provide copies of any applicable endorsements as required above. If blanket endorsements are being submitted, the Agency must include the entire endorsement and the forms page from the policy showing these endorsements are blanket.
 7. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Orange County, Florida
Attention: Risk Management Division
109 E Church Street, Suite 200
Orlando, FL 32801

B. Protection of Person and Property

1. While working or providing services at County owned or operated facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its services or performance of its operations under this Agreement.

2. The Agency shall take all reasonable precautions for the safety and protection of:
 - a. All employees and persons who the Agency agrees to be on the premises and other persons who may be affected thereby; and
 - b. All property, material, and equipment on the premises under the care, custody, or control of the Agency. The parties agree that the Agency will only be using its own property, material, and equipment.
3. The Agency shall comply with, and ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, and standards. This includes, but is not limited to, the following:
 - a. Occupational Safety & Health (OSHA);
 - b. National Institute for Occupational Safety & Health (NIOSH); and
 - c. National Fire Protection Association (NFPA).
4. The Agency must also comply with the guidelines set forth in Orange County Safety & Health Manual. The Manual can be accessed at the address below: <http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>
5. The County may, in its sole and absolute discretion, remove any Agency employee, volunteer, or other associate from the County's premises or program at any time and for any reason. Additionally, the County reserves the right to, using its sole discretion, request that any employee, volunteer, or other associate of the Agency be excluded from the Agency's provision of services to the County.

C. Background Screening

1. Agency staff, employees, third party providers, volunteers, agents, or other associates providing services under this Agreement, or who are otherwise on the County's premises with Head Start children present, may be required to complete a Level 2 background screen in compliance with Section 435.04, Florida Statutes. The County shall be responsible for the expenses associated with conducting a Level 2 background screening.
2. All individuals in paid or unpaid positions that require Level 2 background screens shall be subject to and shall complete such screens prior to access, supervision, or direct care of any children under the Program. Screens shall include an initial Level 2 background screening with additional Level 2 background screenings performed thereafter at five (5) year intervals.
3. Level 2 background screens consist of an employment history check and fingerprinting. Fingerprinting is used to process the following screenings:
 - a. Statewide Criminal and Juvenile Records Check through the Florida Department of Law Enforcement;
 - b. Federal Criminal Records Check through FBI; and
 - c. May include Local Criminal Records Check through Local Law Enforcement.
4. The Agency shall provide the County with confirmation that the Level 2 background screen has been conducted and that the results are acceptable under Florida law and for the provision of the services contemplated in this Agreement. Failure of the County to request such confirmation shall not in any way alleviate the Agency's obligations under **Paragraph C** of this Article, or those provisions of **Paragraph H in Article 2: Scope of Agreement** above.

Article 8: Notice

Notices provided for in this Agreement shall be provided to the addresses provided in this Article and shall be in writing. All such notices shall be deemed to have been duly given as of the earliest of the following circumstances: (a) when received, if delivered personally or by courier; (b) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested; (c) five (5) business days after the date it is sent by certified mail, postage prepaid, return receipt requested; or (d) one (1) complete business after the date of transmission, if sent by facsimile with confirmation of transmission.

To the County: Orange County Head Start Division
Attn: Manager
2100 East Michigan Street
Orlando, Florida 32806

AND

Orange County Administrator
Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

To the Agency: The Dr. Phillips Center for the Performing Arts, Inc.
Attn: Khristy.Chamberlain@drphillipscenter.org
155 E Anderson Street
Orlando, Florida 32801

Article 9: General Provisions (Alphabetical Order)

A. Assignments and Successors

The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. Attorneys' Fees and Costs

Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "Action").

C. Conflicts

The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, and procedures. Should there be conflict between the various applicable laws and this Agreement, or between this Agreement and any of its forms, exhibits, attachments, or appendices, the most restrictive provision shall govern.

D. Construction and Representations

Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed

or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. Counterparts and Electronic Transmission of Signatures

This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. Electronic Signatures

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

G. Governing Law

This Agreement shall be considered as having been entered into in the State of Florida. This Agreement, and any Actions, shall be governed, interpreted, and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

H. Headings

The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

I. Jury Waiver

Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

J. Remedies

No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

K. Severability

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

L. Signatory

Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also

represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

M. Survivorship

Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and records maintenance provisions, shall survive the expiration, cancellation, or termination of this Agreement.

N. Use of County and Agency Logos

Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

O. Venue

Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such applicable Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

P. Waiver

No delay or failure on the part of either party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Q. Written Modification

No modification of this Agreement shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

Article 10: Documents

Any laws, regulations, rules, websites, guidance, directives, and other resources or documents referenced in any part of this Agreement, are hereby incorporated and therefore form a material part of this Agreement, this includes but should not in any manner be construed as being limited to, those forms, exhibits, attachments, and appendices listed in *Table of Attachments* on page ii of this Agreement's coversheet.

Article 11: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the parties with respect to this Agreement's subject matter. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Orange County Board of County Commissioners

By: Jerry L. Demings
for Jerry L. Demings
Orange County Mayor

Date: September 26, 2023

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Jennifer Ann Kinety

THE DR. PHILLIPS CENTER FOR THE PERFORMING ARTS,
INC.

By: Kathie Rowder

Printed Name: Kathie Rowder

Title: President & CEO

Date: 24 August 2023

CK

EXHIBIT "A"
SCOPE OF SERVICES

A. The County agrees to:

1. Designate the Field Operations Supervisor to serve as the County liaison ("County Liaison") for the Center "Project Wonders of the World (Wow)", in conjunction with PCN Bank.
2. Notify Head Start teachers about the Center's "Project Wow" and encourage participation in all training sessions.
3. Provide sufficient facility space at Orange County Head Start Centers or other County-provided training facilities for training. County staff will allow Dr. Phillips Center staff thirty (30) minutes after training in the classrooms to clean up.
4. The County Liaison will accept and distribute educational materials related to Project Wow.
5. Share with the Center staff a copy of the Head Start Training Calendar, as deemed appropriate.

B. The Agency agrees to:

1. Designate a Dr. Phillips Center Liaison for oversight of its Project Wow. This program supports improved learning outcomes through mentoring preschool teachers.
2. Implement Project Wow, which is further detailed in **Exhibit "D"** of this Agreement, through provision of mentoring preschool teachers and leading 50-minute-long classroom lessons that encourage students to explore and interpret their world. In addition, the Center will provide take-home family learning activities to encourage parents to become stewards of their child's education while helping young learners see themselves and their role models as life-long learners.
3. Coordinate with the County Liaison relevant dates to schedule with locations designated in "**Exhibit B.**"
4. Share with County staff the training calendar and relevant entertainment events, as deemed appropriate.
5. Services will be provided at locations provided by the County based on availability.

C. In-Kind Contributions

1. The Agency's services to the County shall be donated as an in-kind contribution to the Orange County Head Start Program.
2. The Agency shall provide completed in-kind contribution forms to the County for each activity performed (attachment).
3. The value of the Agency's services is \$29.89 per volunteer hour in the classroom, times approximately 40 hours, for a total annual value of \$1,195.60.

**Form 1
Leased Employee Affidavit**

A. Preliminary Condition: Will the Agency use an employee leasing arrangement to perform any part of the services contemplated in the Agreement? Yes No

If "Yes", move to the subsequent conditions. If "No", this form is not required.

B. Subsequent Conditions: Will the services contemplated in this Agreement:

1. Be provided on County property? Yes No; or

2. Include construction on or making improvements to any real property? Yes No

If "Yes" to either B.1. or B.2. above, then this form is required. If "No", this form is not required.

LEASED EMPLOYEE AFFIDAVIT

The undersigned hereby certifies on behalf of the Agency, that the Agency:

A. Has workers' compensation coverage for all of its workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

B. Understands that its contract with the employee leasing company limits its workers' compensation coverage to enrolled worksite employees only and that the Agency's leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure. Accordingly, the Agency affirms that 100% of its workers are covered as worksite employees with the employee leasing company.

C. Does not hire any casual or uninsured labor outside the employee leasing arrangement and hereby agrees to notify the County in the event that it has any workers not covered by the employee leasing workers' compensation policy. In the event that the Agency has any workers not subject to the employee leasing arrangement, the Agency hereby agrees to obtain a separate workers' compensation policy to cover such workers. The Agency further agrees to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to such workers entering the County's worksite or performing any obligation pursuant to this Agreement.

D. Hereby agrees to notify the County if its employee leasing arrangement terminates with the employee leasing company and it understands that it is required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement and further agrees to notify the County in the event that it switches employee-leasing companies.

E. Hereby acknowledges that it has an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Pursuant to the binding authority granted to the undersigned, the Agency hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Child Plus ID#: _____

Orange County Head Start Division Volunteer Application

Name: _____

Address: _____ Phone (H) _____ (W) _____

City: _____ State: _____ Zip: _____

Date of Birth: _____

Relationship to Child: _____ Phone #: _____

Male Female

Do you have a child in Head Start? Yes No

Are you a former Head Start Parent or Guardian? Yes No

Are you the parent of a 0-3 year old? Yes No

Presently Employed: Yes No

Name of Present Employer: _____

Job Title: _____ Phone #: _____

Length of Employment: _____ Hours You Work: _____

EDUCATION & TRAINING:

Highest Grade Completed: 9th 12th College Graduate School

Training: _____ Languages: _____

Skills & Interests: _____

AVAILABILITY: Short Term Special Projects Long Term

of Hours: _____ Per Week _____ Per Month _____

TYPE OF WORK YOU WOULD LIKE (check all that apply):

Work with children Maintenance Work with Administrative Staff

Other (explain) _____

TIME YOU PREFER TO WORK:

I am flexible Prefer weekdays

Have you ever been convicted of a crime? Yes No

If yes, please explain: _____

Signature: _____ Date: _____

CENTER: _____ CHILD'S NAME: _____



EXHIBIT "B"
ORANGE COUNTY FAMILY SERVICES DEPARTMENT - HEAD START



2023 - 2024

<p>ALOMA ELEMENTARY 2 2949 Scarlet Road Winter Park, Fl. 32792 407-672-3100 X 3002278 Fax 836-2981 Ctr. Spr. Sunitha Koorathota (cell-321-388-7144). FSW: Marilyn Mejia X 3002288</p>	<p>JOHN BRIDGES 7 445 W 13TH STREET Apopka, Fl. 32703 407-254-9421 Fax: 836-1929 Ctr. Spr. Wilna Francois FSW Delrose Forbes 407-254-9422 FSW Kelsha Carrion Cruz 407-254-9423</p>	<p>SOUTHWOOD 6 6225 Brookgreen Ave. Orlando, Fl. 32809 407-254-6768 Fax: 836-1934 Ctr. Spr. Vivian Jones FSW: Luis Simonetti 407-254-6764 FSW: Angel McEntytre 407- 254-6769</p>
<p>BITHLO 2 18501 Washington Avenue Orlando, Fl. 32820 407-254-1928 Fax: 836-2982 Ctr. Spr. Terri Watts FSW: Krysta Lockwood Rouse-254-1907</p>	<p>LILA MITCHELL HEAD START 4 5151 RALEIGH ST ORLANDO, FL 32811 Ctr. Spr: Tonya Hale Johnson 407-254-9484 FSW: Kayla Urquhart 407-254-9497</p>	<p>TAFT 6 9504 South Orange Ave. Orlando, FL 32824 407-254-9274 Fax: 836-1940 Ctr. Spr. Jacqueline Lopez FSW: Cinnamon Price Murray 407-254-9275 FSW: Altigracia Batista 407-254-9270</p>
<p>CALLAHAN 3 101 N. Parramore Street Orlando, Fl. 32805 407-836-6735 Ctr. Spr. Tolnette Stenson FSW Shawntay Davis 407-836-6736</p>	<p>LOVELL ELEMENTARY 2 815 Roger Williams Rd. Apopka, Fl. 32703 Ctr. Spr: Yira Rodriguez (cell- 321-388-7317) FSW: Kenya Munoz (cell 689-246-7813)</p>	<p>THREE POINTS ELEMENTARY 3 4001 South Goldenrod Road Orlando, Fl. 32822 407-207-3800 Fax: 836-2883 Ctr. Spr. Sha Nel Wadsworth X 3982302 FSW Xiomara Diaz Gonzalez X 3982288</p>
<p>DILLARD ELEMENTARY 2 311 N. Dillard St. Winter Garden, Fl. 34787 407-877-5000 Fax: 836-1931 Ctr. Spr. Sarah Vincent FSW Modline Bonheur X 3242305</p>	<p>McCOY ELEMENTARY 2 5225 South Semoran Blvd. Orlando, Fl. 32822 407-249-6370 X 3622225 Fax: 836-2998 Ctr. Spr. Wanda Barral FSW: Mercedes Rosa X 3622225</p>	<p>VENTURA 2 4400 Woodgate Blvd. Orlando, Fl. 32822 407-249-6400 X 4002283 Fax: 836-7486 CTR. Spr. Rosemine Celestine FSW: Marilyn Mejia X 4002374</p>
<p>DOVER SHORES ELEMENTARY 3 1200 Gaston Foster Road Orlando, Fl. 32812 407-249-6330 X 3262248 Fax: 836-7472 Ctr. Spr. Aileen Morales Cotto FSW Altza Nunez Albino X 3262264</p>	<p>MILLENNIA ELEMENTARY 2 5301 Cypress Creek Blvd. Orlando, Fl 32811 407-355-5730 Fax: Ctr. Spr. KImletta Robinson X FSW: Diana Valdivia X 4222247</p>	<p>WS ELC - ANNEX 5 2500 Bruton Blvd. Orlando, Fl. 32811 407-250-6260 X 6352257 Fax 836-1926 Ctr. Spr. Aturia Hall FSW: Sean King X 6352259</p>
<p>EAST ORANGE 7 12050 East Colonial Drive Orlando, Fl. 32826 407-254-9713 Fax: 836-2987 Ctr. Spr: Sollimar Szul FSW Giovanna Donado 407-254-9298 FSW Megan Bartlett 407-254-9297</p>	<p>PINE HILLS COMM. CTR 10 6408 Jennings Road Orlando, Fl. 32818 407-254-9112 Fax: 836-8513 Ctr. Spr. Tiffany Brown FSW Jessica Parker 407-254-9110 FSW Kierra Collins 407-254-9193 FSW Vacant 407-254-9185</p>	<p>WS ELEMENTARY 3 944 West Lake Mann Drive Orlando, Fl. 32805 407-296-6540 X 4012242 Fax: 407-836-1932 Ctr. Spr. Nicole Davis FSW Vacant X 4012286</p>
<p>ENGELWOOD 3 5985 La Costa Drive Orlando, Fl. 32807 407-249-6340 X 3347247 Fax: 836-1927 Ctr. Spr. Saul Cruz FSW Julia Delic X 3347247</p>	<p>RIVERSIDE ELEMENTARY 2 3125 Pembrook Dr. Orlando, Fl. 32810-2267 Ctr. Sup: Liana Baker (cell 689-220-9514) FSW: Dwayne Horne (cell 318-8572)</p>	<p>WEST OAKS ELEMENTARY 2 905 Dorscher Rd. Orlando, Fl 32818 407-532-3875 Fax: Ctr. Spr: Rachel Hicks x 4051104 FSW: Kenya Munoz x 4051103</p>
<p>HAL P. MARSTON 5 3933 W D Judge Drive Orlando, Fl 32808 407-836-8455 Fax: 836-8440 Ctr. Spr. Jenell Parker FSW Patrice Milton 407-836-8462</p>	<p>SOUTH ORLANDO YMCA 3 810 w. Oak Ridge Road Orlando, Fl. 32809 407-254-1011 Fax: 836-1933 Ctr. Spr. Milagros Hoyos FSW: Gloribel Acevedo 407-254-1017</p>	<p>WAREHOUSE 6136 Hanging Moss Road Suite #260 Orlando, Fl. 32807 Pedro Berrios-407-636-9456 Nick Sanders-407-254-6779/407-492-8033(C)</p>

OCPS SITES IN YELLOW

MAIN OFFICE- 2100 E. MICHIGAN ST. 407-836-6590 Y. Meade

August 28, 2023

EXHIBIT "C"



About PNC - Grow Up Great Grant Initiative. Project WoW (World of Wonder)

Dr. Phillips Center for the Performing Arts has been funded by PNC to deliver a collaborative education initiative titled Project WoW (World of Wonder) to engage low to moderate income preschool children in a new model for early childhood education that focuses on the integration of science and arts across existing curriculum. The initiative includes weekly hands-on-lesson plans for preschool students at education partner sites, in-depth year-long mentoring for teachers, and a family engagement component. Project WoW will support improved learning outcomes in preschool students by mentoring preschool teachers and leading 50-minute long in-classroom lessons that encourage students to explore and interpret their world. Take-home family learning activities will encourage parents to become stewards of their child's education while helping young learners see themselves and their role models as lifelong learners.

Lesson 1	Scientific Inquiry	Lesson 10	Simple Machines
Lesson 2	Senses and Touch	Lesson 11	Earth
Lesson 3	Sight and Sound	Lesson 12	Sun and Stars
Lesson 4	Smell and Taste	Lesson 13	Space-MOON
Lesson 5	States of Matter	Lesson 14	Weather
Lesson 6	Magnets	Lesson 15	Ocean
Lesson 7	Weights and Measures	Lesson 15	Desert
Lesson 8	Kitchen Chemistry	Lesson 17	Rainforest
Lesson 9	Energy	Lesson 18	Swamp-Pond

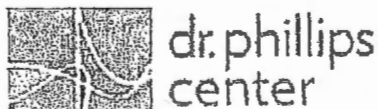
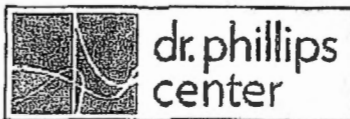


EXHIBIT "C"



Lesson Two – Physicalizing States of Matter

Lesson Name: Movement of Matter

Goals: Students will be introduced to basic movement/dance principals based on their developmental ability. These dance/movement principals will be integrated and used to reinforce scientific states of matter. Students will physically explore through the different states of matter as if they were the molecules, therefore increasing and solidifying their understanding of this scientific principal.

Objective: Students will use movement levels, dynamics and qualities to reinforce their understanding of the states of matter.

Activity Outline:

Grouping – Large Group & Individual

Pre-Activity – Discuss/Review the states of matter with students. Test their knowledge with questions. Use accompanying visuals projected of the states of matter as a starting point for review.

Review Questions:

- Ask if anyone can state the different states of matter? (There are actually 6, but at this grade level the only three we will focus on are solid, liquid and gas.)
- Ask student to visualize an ice cube (a solid). When energy (heat) is added to the ice cube what happens to it? What does the ice turn into? (Water – a liquid) Then ask them, what happens when heat is added to water? (The water heats up, boils, and turns into a gas – they may have seen steam rising while their caregivers were cooking before.)
- Ask the students if ice would be considered a solid, liquid or gas. Most importantly ask them WHY? (Use your visual thinking strategies techniques to discuss.)
- Repeat the above step for water, and gas.
- Ask them to look at the particles in each of the provided images and to talk about how they are similar or different. (Take note of what they say – write it down you will build upon this later for the movement phrase.)

The Facts:

Solids – molecules are grouped together in organized patterns. Molecules might vibrate slightly but they don't move around.

Liquid – molecules are close together, but in no particular order. The molecules do move around each other.

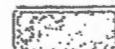
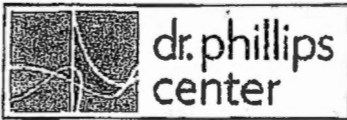


EXHIBIT "C"



Gas – molecules are spaced far apart and wiggle and jiggle

Start by doing a physical warm up students.

Introduce students to **Dynamics and Movement Qualities** by having a teaching artist model the different types of movements, while one teaching artist leads students verbally and physically through all six qualities.

Percussive: Strong, sharp

Swinging: Suspended and released

Sustained: smooth, continuous

Frozen: no motion, still

Vibratory: Shaking, vibrate

Collapsed: drop energy, release

Incorporate levels into this exploration – low (floor), medium (low to mid-range) high (full height to tippy toes and arms extended and or jumping up off the ground.)

- Ask students to vibrate low
- Frozen high
- Collapse medium
- Etc. Create your own combinations

Additionally, start to incorporate speed into this having students work in slow motion, slow, and medium speeds. (Don't introduce fast, their mediums is usually the fastest classroom speed for safety.) You may want to have students stay in their own space for this and just move their body parts at these speeds depending on the size of space you are working in.

Arts Extension

Using the comparisons and observations of the students when asked what the molecules look like and behave in the various states of matter. Have students physicalize these pictures with teaching artist guidance. (You may choose link this to the image of ice, water, and steam as a reference to becoming these states of matter. Use lyrical music without words for this movement section.)

1. Organize student into a low organized pattern, tightly together, with structure and ask them to visually vibrate at medium speed, representing solid matter.
2. Have students in slow motion rise from their solid matter positions and gather loosely together in a group but with space in between their bodies, they should be contained to the inside of their classroom carpet space. They should move slowly without talking in and amongst each other – moving randomly in no particular way, representing liquid.



EXHIBIT "C"



3. The students should transition in slow motion from their liquid positions into a more spread out positions all over the room, creating lots of space between their bodies – they should physicalize wiggling and jiggling, representing gas.
4. Go through this process from solid to liquid to gas and then have the students work backwards from gas to liquid to solid.
5. Break the students into two groups, one group becomes the audience (good observers) while the other students repeat the above steps.
6. The groups should switch, the audience becomes the players and the players become the audience. Everyone should have had the chance to do both roles. (If you are running short on time, cut steps 5 & 6.)
7. Once you are done reflect upon the process.

Vocabulary Words.

Solid Liquid Gas

Low
Medium
High
Percussive
Strong
Sharp
Sustained
Smooth
Continuous
Vibratory
Shaking
Vibrate
Swinging
Suspended
Released
Frozen
Collapsed

Grade Level: VPK

VPK Standards addressed:

1. Physical Development

- Health and Wellness - I.A.2, I.A.9
- Self Help
- Gross Motor Development - I.C.1, I.C.2
- Fine Motor Development – I.D.1

2. Approaches to Learning



EXHIBIT "C"



- Eagerness and Curiosity - II.A.1
- Persistence - II.B.1
- Creativity - II.C.1
- Planning and Reflection - II.D.1
- 3. Social and Emotional Development**
 - Self-Regulation
 - *Affective* - III.A.a.1, III.A.a.2
 - *Life/Adaptive* - III.A.b.1, III.A.b.2
 - Relationships
 - *Self* - III.B.a.1
 - *Peers* - III.B.b.1, III.B.b.2, III.B.b.3
 - *Adults* - III.B.c.1
 - Social Problem Solving - III.C.1, III.C.2
- 4. Language, Communication and Emergent Literacy**
 - Listening and Understanding - IV.A.1.a, IV.A.2.a
 - Speaking - IV.B.1.a
 - Vocabulary - IV.C.1.a, IV.C.1.b,
 - Sentence and Structure
 - Conversation - IV.E.1.a, IV.E.2.a, IV.E.3.a, IV.E.3.b, IV.E.3.c
 - Emergent Reading
 - Emergent Writing
- 5. Cognitive Development and General Knowledge**
 - **Mathematical Thinking**
 - *Number Sense*
 - *Number and Operations*
 - *Number and Operations*
 - *Patterns and Seriation* - V.A.c.1.a, V.A.c.1.b, V.A.c.1.d
 - *Geometry* - V.A.d.4
 - *Spatial Relations* - V.A.e.1.a, V.A.e.1.b, V.A.e.4
 - *Measurement*
 - **Scientific Inquiry**
 - *Investigation and Inquiry* - V.B.a.2, V.A.b
 - *Physical Science*
 - *Life Science Earth and Space*
 - *Environmental Awareness*
 - **Social Studies**
 - *Individual Development and Identity*
 - *People, Places and Environments*
 - *Technology and Our World*
 - *Civic Ideals and Practices* - V.C.d.2
 - **General Knowledge**



EXHIBIT "C"



- *Visual Arts*
- *Music - V.D.b.1*
- *Movement and Dance - V.D.c.1, V.D.c.2, V.D.c.3*
- *Dramatic Play and Theatre*

Materials Needed:

- Large group of students (no more than 25)
- Enough space for students move around and explore as molecules
- Boom box or iPod to play music
- Projector to project images for students to see
- Images of States of Matter
- Imagination

Reflection Questions:

- Can anyone give an example of a solid?
- What do the molecules of a solid do?
- Can anyone give an example of a liquid?
- What do the molecules of a liquid do?
- Can anyone give an example of a gas?
- What do the molecules of a gas do?
- Can you give an example of a solid that changes when energy (heat or cold) is added to it?
- What was your favorite state of matter to move like and why?
- What is your favorite level? Why?
- Can you name any of the movement qualities?
- Which movement quality one was your favorite?
- Which movement qualities did we use when we physicalized states of matter?
- What movement quality do you think best represents you?

Outcomes/Assessment:

Students will be assessed on:

- How well they follow the classroom rules and the directions given
- Student's ability to share their thoughts and ideas in relation to their observations
- Student's ability to verbally reflect on the lesson/activity
- Student's ability to listen and reflect on the views of others and their ability to discuss multiple possible interpretations.
- Student's ability to physicalize and recall the states of matter

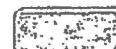


EXHIBIT "C"



Potential Challenges:

- Classroom management challenges (especially in classrooms with young VPK students)
- Using images that are too advanced for VPK students
- Lack of space for students to properly represent the different states of matter
- Having enough time to properly set up and execute the entire lesson
- Must be able to adjust as needed based upon students ability to grasp concepts.
- One may need to scaffold this activity/lesson over several sessions, adding to the exercise daily as opposed to in one session.
- Children may not be able to master this immediately.
- Technology being available at the school sites, if artwork/concept needs to be projected to be observed.

