

MOTION SUMMARY 2015-2016

MOTIONS PRESENTED AT THE 1/9 TO 1/10/2016 Executive Board Retreat

Motion Summary

Motion 1: Approve the minutes of the Executive Board Meeting on 10/27/2015 as presented.

Moved: Valero Second Kappus

Passed

Motion 2: To accept the line items changes documented on the attached spreadsheet (Attachment 2).

Moved: Finance Committee

Passed

Motion 3: Moved to host a regional workshop with Daniella Magione presenting on the WISC-V and BASC III for 3 hours each session at a cost of \$30 member/ \$51 nonmember to be held in Okaloosa County District Office. Other fee categories will be charged according to the July motion

Moved by: Sharon Wheelless Seconded: Jana Csenger

Motion passed

Motion 4: Moved to host a regional workshop with Daniella Maglione presenting on the WISC=V and BASC III for 3 hours each session at a cost of \$30 member/ \$51 nonmember in Osceola County District Offices. Other fee categories will be charged according to the July motion.

Moved: Threasa Glasscock Seconded: Megan Miller

Motion passed

Motion 5: Move that FASP Board members approve Adam Mcguire's (St. John's University) research request to use FASP membership email list to conduct research. His study is titled "*Factors Impacting the Identification of ASD and OCD Among School Psychologists.*"

Moved: Research Committee

Motion 6: Move that FASP Board members approve Michael Atkin's (School Psychology Program, Rutgers University) research request to use FASP membership email list to conduct research. His study is titled *"Assessment and Treatment of Children with Somatization: The Role of the School Psychologist"*

Moved: Research Committee

Motion 7: Move that the following be added to the Special Reimbursement Section under General Operating Procedures:

"It is customary to offer a limited number of additional incentives (e.g., room nights, complimentary registration) that would assist in the completion of essential committee tasks related to an event for certain volunteers (whether that volunteer be a co-chair or a committeeperson or a member). The event coordinator/ committee chair will consult with the Treasurer regarding the specific incentives and recipients."

Moved: Freebern

Seconded: White

Motion Passed

Motion 8: Move to offer a Two year membership option for the 2016-2017 membership year. At the following proposed rates:

Regular Member: \$150

Associate Regular: \$150

Retired: \$50

Consideration for renewal of this 2 year membership option will occur in the future during even years.

Moved: Professional Growth Committee

Discussion: There will be no changes to the present membership rate structure this year. There was a discussion about the renewal membership rate and the potential advantages of the 2 year memberships.

Motion passes.

ELECTRONIC MOTIONS AND VOTES 1/11/2016 – 7/11/2016

Motion proposed 1/23/2016: Move to approve proposed changes to Summer Institute registration rates as shown below.

	Preregistered	On-site	Proposed	
Member	150	175	175	200
Nonmember	275	300	300	325
Student	45	65	50	75
Early Career	n/a	n/a	130	150

If also offering Medical Errors (ME) & Domestic Violence (DV)

Member (ME or DV)	30	40	30	40
Member (ME and DV)	50	70	50	70
Non-Member (ME or DV)	60	70	60	70
Non-Member (ME and DV)	110	130	110	130

Rationale: To align registration rates across FASP events given recent increases to Annual Conference registration rates. Changes would result in similar cost per CEU across SI and AC. For example, an attendee can get 12 CE hours for Wed and Thurs of AC, and 12 hours for 3 regular (4 hour) workshops at SI. Recently approved AC rates are attached for your reference. Rates for ME and DV workshops will remain unchanged.

Moved: White

Second: Kappus

Motion passed unanimously on 1/23/2016

Motion passed 2/1/2016

Motion proposed 2/4/2016: Move to approve an amendment to the motion presented at our January board meeting regarding the increase of Annual Conference rates. The Wednesday to Friday Preregistration rate for students was incorrectly listed in the approved motion as \$175 and should have been \$125. Please review the attachment for the rates approved in January and the highlighted student rate change.

Moved: White

Second: Sutton

Motion passed on 2/8/2016

MOTION/AMENDMENT TO ABOVE PROPOSED ON 2/42016

Move to approve an amendment to the motion presented at our January board meeting regarding the increase of Annual Conference rates. The Wednesday to Friday Preregistration rate for students was incorrectly listed in the approved motion as \$175 and should have been \$125. Please review the attachment for the rates approved in January and the highlighted student rate change.

Moved: White

Second: Sutton

Passed 2/8/2016

MOTION PROPOSED 4/92016

Moved: To combine the Early Career and Retired member categories into one registration option (e.g., "Early Career/Retired Members") for all professional development events to include Summer Institute, Annual Conference, and Regional Workshops.

Moved: White

Second: Amanda Leach.

Rationale: Currently, there are approved rates for Retired members at Regional Workshops, but no Early Career option. In addition, there is an Early Career rate approved for SI and AC, but no Retired member option. A combined rate would reduce registration options, especially for AC where the number of options creates confusion. Existing rates for retired or early career would be used since we have one or the other for all events.

Passed April 15, 2016

FASP MAILING ADDRESS ESTABLISHED:

Florida Association of School Psychologists

2637 E Atlantic Blvd. #365883

Pompano Beach, FL 33062

Motion presented 4/27/2016

Motion: Move to accept the Hyatt Regency Coconut Point's proposal for Summer Institute 2017.

Moved: Loker

Second: Sutton

Rationale: The proposal for Hyatt Regency Coconut Point (Bonita Springs, Southwest Florida) is a great value. Check out this promotional video for the resort

http://videos.hyatt.com/hyatt_regency_coconut_point_naprn.mp4

Improvements from the initial offer. We got them to reduce the room rate from \$159 to \$154, the presidential suite is now comped instead of offered at the group rate, the cost of their F&B menu items is reduced (i.e., we will get more for our money!), 20% discount on resort dining, four complimentary nights for pre-planning meetings. Additionally, you will note that other concessions are also included (resort fee of \$25 is waived which includes parking, wi-fi, access to rock climbing walls, ferry transportation to resorts' private secluded island, and more; 20% allowable slippage on our 200 room night guarantee, and more).

4/27/2016 Note from the President: The plan was to review the above proposal together as a board and provide initial revisions and feedback. Those changes were to be considered when the contract is written. Last year, the EB voted and approved a hotel proposal for AC before asking the hotel to begin the contract process, which is another opportunity for FASP to get the best value through further negotiations. It seemed to work well. I suggest that we stick with that plan, and have a committee review the contract closely, as Troy mentioned. Those with experience in hotel contracts would be included, including Monica who has helped greatly with our past hotel dealings.

4/28/2016 Note from the President: Given that the recommended changes for the current proposal possibly involve large costs for FASP (possible attrition and cost for WIFI), I would like to postpone voting on the motion until Troy/Jana are able to bring those points back to the hotel.

Loker accepted the motion to table.

Motion presented 6/20/2016

Motion: To accept the Hyatt Regency Coconut Point's proposal for Summer Institute 2017 with the revised contract attached. The negotiated room rate is \$154/night, and we would be responsible for 200 room nights.

Moved: Loker

Second: Sutton

Discussion: The following are highlights of new concessions IN ADDITION to what had already been negotiated:

- Added 2 additional nights for the Presidential Suite (complimentary up to 5 nights instead of 3)
- Added 2 additional nights for 5 upgraded suites (5 nights each instead of 3)
- Referenced the "2016" Sarasota menu and "attached" the actual menu to the Contract to lock in prices (e.g. \$76/gal. coffee vs. \$91)
- Added 9 dozen cookies at our registration desk complimentary (this can be a cookie break when we hold the event)
- 10% discount Hyatt Kid's Camp pricing
- We will get box lunches for \$25 inclusive of taxes (around \$15+ savings per box lunch) which we can use during registration and can be applied toward our F&B minimum
- 10% off published spa pricing
- Complimentary self-parking for overnight guests AND drive-in guests
- Complimentary coffee and tea in Group office for up to 6 people
- Guest room Internet complimentary (in addition to the meeting space as negotiated by Troy)

Other changes...

- Reduced F&B minimum from \$4,000 to \$3,000
- We can bring our own AV at no cost
- Amounts reflected in the Cancellation Option were changed. The previous cancellations amounts added up to 100% revenue, yet we are only responsible for 80%. The difference is huge, around \$5,000.
- Locked in fee to 24% instead of the old language that indicated "24% or whatever fee in effect during event".
- Changed complimentary rooms clause. Previous contract said that the upgraded suites (up to 25 nights) did not count for our 1:40 ratio. They are revenue-producing, so they now count.
- Removed the 50% deposit requirement. There is no deposit.
- Added language so when the hotel is sold-out on a given day, we don't have to pay attrition on that day.
- Removed a clause that required us to meet the 80% pick up in order to get our concessions.
- Added a clause that the hotel will cross-reference our registration list with their guest list so rooms outside the block (e.g., Travelocity) count toward our block.

Passed 6/17/2016

Motion 3: FASP Executive Board create a new position – Meeting Contract Advisor – in order to have experience and expertise participate and review all meeting contractual agreements including “Request for Proposals” and “Contracts”. The advisor would be a continuing position on the Past President’s committee.

- The advisor would be appointed by the president with the approval of the board. The appointment is renewable. The succeeding advisor would be appointed so that the current advisor can train the successor.
- The advisor would help develop and review all meeting contracts working within the guidelines stated in the PPP for all professional development activities involving facility contracts.

Moved: Finance Committee

Potential financial impacts were discussed including travel agent fees refunds and hotel kickbacks. The specific issue of rewards points was discussed. Generally, hotels only give points to members rather than organizations. The advisor could receive travel and meal reimbursement per diem.

Motion passes

Motion 4: To approve the proposed contract with the Cerra Consulting Group for lobbying services beginning July 1, 2016 through June 30, 2019 at the cost of \$2,600 per month.

Moved: Cash

Second: Freebern

Motion passes

FASP has been with the Cerra group for over 9 years. Several members commented on the positive work and efforts of the Cerra group. Their fees are very generous and competitive for us. Amy has been highlighting the legislative platform.

Motion 5: To approve the research request of Jacqueline Kluger (CUNY) to use FASP membership email list to conduct research. Their study is titled *“Effect of Participatory Instructional Strategies on Multicultural Competence of School Psychologists”*.

The Research Committee unanimously recommends approval.

Moved: Research Committee

Motion passes

Motion 6: To approve the research request of Sunny Klempel (New Mexico State University) to use FASP membership email list to conduct research. Their study is titled *“TBI in U.S. Schools: Implications for Graduate School Training”*.

The Research Committee unanimously recommends approval.

Moved: Research Committee

Motion passes

Motion 7: We move that FASP Board members approve the research request of Jacqueline Kluger (CUNY) to use FASP membership email list to conduct research. Their study is titled *“Effect of Participatory Instructional Strategies on Multicultural Competence of School Psychologists”*.

The Research Committee unanimously recommends approval.

Moved: Research Committee

Motion passes

Motion 8: To approve the research request of Sunny Klempel (New Mexico State University) to use FASP membership email list to conduct research. Their study is titled *“TBI in U.S. Schools: Implications for Graduate School Training”*.

The Research Committee unanimously recommends approval.

Moved: Research Committee

Motion passes

Motion 9: To approve the recommended nomination for the Willard Nelson Lifetime Achievement Award submitted by the Awards Committee.

Moved: Awards Committee

Motion passed

Motion 10: To adopt the articles of dissolution to be included in the PPP

Current language in the Bylaws: **ARTICLE XIII - PERPETUATION**

1. The association shall exist in perpetuation unless otherwise dissolved.
2. Upon dissolution of FASP, the Executive Board shall see all just debts are paid. Any funds remaining shall be distributed to one or more qualified charitable or educational organizations to be selected by the Executive Board.

PROPOSED ADDITION TO PPP (NOT BYLAWS)

PERPETUATION

1. The association shall exist in perpetuation unless otherwise dissolved.
2. A recommendation for dissolution shall be made by the Executive Board to the membership after review of financial status, including assets, liabilities, and cash flow. A vote for dissolution shall occur at the Annual Conference or by electronic-mail ballot (e.g., using same method as the annual election), and must be approved by two-thirds of those voting.
3. Upon dissolution of FASP, the Executive Board shall see all just debts are paid. Any funds remaining shall be distributed to one or more qualified charitable or educational organizations to be selected by the Executive Board. No funds shall be distributed to any individual, with the exception of reasonable compensation for provided service or expense incurred. If debts cannot be settled, the Executive Board shall consider legal consultation regarding the appropriateness of bankruptcy filing.
4. Articles of dissolution shall be filed with the state of Florida.
<https://efile.sunbiz.org/dissolve01.html>

Moved: Operations and Accountability Work Group

Motion passed

Motion 11: To adopt the attached Non-discrimination policy to be posted with the Positions, Policies and Procedures and the website

Moved: Operations and Accountability Work Group

Motion: Referred back to the committee for revisions

ELECTRONIC MOTIONS – JULY 14 THROUGH OCTOBER 31 2016

Motion presented Jul 30, 2016

Motion: That Monica Oganis be appointed to serve in the FASP Board position as Contract Advisor (the new position recently added during a motion at the 7/12/16 Board Meeting).

Moved: Troy Loker

Seconded: Joan Kappus

Motion passed August 4, 2016

Motion discussed in email threads to be presented to the Board in November

All special requests to deviate from the current fee structure (outlined in the PPP) shall be referred to the Finance work group (in lieu of full EB) for resolution as long as the anticipated fiscal impact to the association is less than \$1000.

Motion presented August 26, 2016

Motion: That the Annual Conference Committee be allowed to offer an additional 15 non-student volunteer slots with a 25% discount on AC registration for each volunteer.

Moved: Nikki Sutton

Seconded: Monica Oganis

Motion passed August 31, 2016

Motion presented September 7, 2016

Motion: To update the Prospectus to provide an opportunity for nonprofit organizations to purchase a vendor table at a reduced rate of approximately half the Nonmember rate: AC-\$275, Summer Institute, \$175, and Both - \$325.

Nonmember rates:

Annual Conference - \$375

Summer Institute - \$250

Both - \$500

FASP member rate:

AC - \$250

Summer Institute - \$150

Both - \$300

Motion passed September 17, 2016

Votes tallied and recorded through Survey Monkey

Rationale: Currently, there are no options available for nonprofit organizations, other than the Nonmember rate. See current rates below. Member rates will remain the lowest.

Moved: Denise Dorsey

Seconded: Monica Ogan

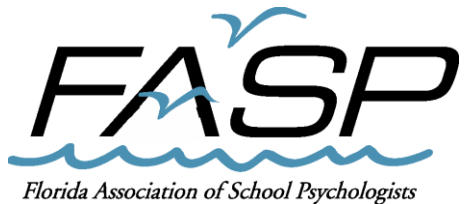
Non-discrimination Policy

The Florida Association of School Psychologist (FASP) is committed to a policy of nondiscrimination that recognizes and values the dignity and worth of every person. FASP promotes equal opportunity, tolerance and respect for all persons. FASP works to ensure that its association and all settings that school psychologists across the state of Florida work in, are safe and provide equal opportunity to all persons regardless of gender, age, race, ethnicity, religion, veteran or military status, marital status, socioeconomic status, sexual orientation, gender identity, immigration status, pregnancy, disability, cognitive ability, political affiliation, health status, personal background or ANY other differing characteristic. FASP firmly opposes discrimination and will not be affiliated with ANY form of discrimination. Discrimination is defined as the unjust or prejudicial treatment of different categories of people.

Consistent with the values and standards of FASP it is the policy of the association that:

- FASP will not engage or condone ANY discriminatory policies or actions against ANY person. FASP firmly believes that all policies should support inclusion of all people regardless of differing characteristics. FASP supports policies and actions that support equal opportunity and fairness in all settings.
- FASP promotes education and awareness on how diversity factors may influence children of all ages. FASP supports policies and actions that are inclusive and accepting of ALL children.
- FASP works to correct policies or practices that are discriminatory and adversely affect students, parents or colleagues. FASP works to ensure that students, parents and colleagues aren't denied their legal rights due to discrimination.
- FASP advocates that all children have equal opportunity to access all school related programs and that all children have access to school psychological services.
- FASP supports programs that increase diversity awareness in students in an effort to increase acceptance and reduce school bullying.
- FASP's nondiscrimination policy is used to communicate the Association's position and to advocate for nondiscriminatory practices by FASP as an organization and by individual school psychologists. It is the basis for implementing procedures within the association that guide initiatives and activities of governance.

This policy aligns with FASP's mission to advocate for the mental health and educational development of Florida's children, youth, and families and to advance school psychology in the state of Florida for the benefit of all students.



AGREEMENT

FOR

CONTRACTED SERVICES

This Agreement is made and entered this 1st day of July, 2016, by and between the Florida Association of School Psychologists, Inc. (hereinafter "FASP") and Cerra Consulting Group, Inc. (hereinafter referred to as "Consultant").

In consideration of the sums, services, and mutual promises set forth below, FASP and Consultant hereby agree as follows:

1. Responsibilities of Consultant — The Consultant agrees to provide the following services for FASP:
 - a) Represent FASP before the Florida Legislature during the 2017 - 2019 Regular Sessions, including any extensions thereof, and during any special sessions held during the term of this agreement.
 - b) Closely monitor and lobby proposed legislation pertaining to FASP legislative priorities as identified to Consultant by the FASP Legislative Committee Chairperson. Such services shall include but not be limited to the following: identification and monitoring of legislation of interest to FASP and attendance at legislative committee meetings where such legislation is to be considered; communication, including by committee testimony, with members of the Legislature, legislative staff, and other persons as needed with respect to the policies and positions established by FASP regarding pending and proposed legislation; analysis of legislation; research and preparation of amendments and other written materials as needed; and other services related reasonably to the development, preparation, and lobbying of legislation, including liaison on behalf of FASP with other organizations and governmental entities.
 - c) Work toward enhancing FASP's visibility, credibility, and effectiveness in the legislation process and, as part of same, offer recommendations to FASP concerning the strategies, organization, and direction of FASP's legislative program. Upon request, Consultant will assist the FASP Legislative Committee Chairperson in performing the following activities: preparing periodic press releases and establishing media contacts that may be useful in the promotion of FASP's legislative priorities; preparing an introductory welcome package for distribution to legislators on Opening Day of the Regular Sessions of the Florida Legislature; and finalizing and producing the FASP Legislative Platform. Consultant will provide a post-session final report to FASP in a timely manner.

- d) Upon request of the FASP President or the FASP Legislative Committee Chairperson, attend periodic meetings, including, but not limited to, the FASP Executive Board sessions, the FASP Annual Conference, the Coalition for the

Education of Exceptional Students (CEES), the Florida Coalition of Mental Health Professions, and other designated coalition groups.

- e) Consultant is responsible for managing FASP's legislative program activities. Consultant will be responsible for representing FASP before the Florida Legislature.
- f) Consultant will forward within thirty (30) days of payment due date to the FASP Treasurer an invoice for each installment of payments set forth in paragraph 4 below.

2. Responsibilities of FASP — FASP agrees to the following responsibilities to Consultant:

- a) Provide Consultant with a written description of FASP's legislative priorities for the 2016-17, 2017-18, and 2018-19 sessions of the Florida Legislature.
- b) Brief Consultant by providing appropriate background material on FASP's legislative priorities.
- c) Confer with consultant as needed to facilitate Consultant's identification of specific bills of interest to FASP and to provide FASP's position on these bills.
- d) Provide expert witnesses, as appropriate, to present substantive testimony before legislative committees.
- e) Provide compensation and reimbursement of expenses to Consultant as specified in sections 4 and 5 of this agreement.

3. Term of Agreement — The term of this agreement is from the 1st day of July, 2016 to June 30, 2019. It is understood between FASP and Consultant that Consultant is responsible for services as set forth herein during the term of this agreement, not just during legislative sessions.

4. Compensation —

As compensation for the performance from July 1, 2016 – June 30, 2019 (36 months) by Consultant of Consultant's responsibilities under this agreement, FASP agrees to pay Consultant the amount of thirty thousand dollars (\$31,200) per year. Payment of said amounts for the thirty-six (36) months from July 1, 2016 – June 30, 2019 will be made in accordance with the following schedule:

Thirty-six (36) equal monthly installments of two thousand six hundred dollars (\$2,600.00) per month with the first payment due on July 1, 2016 thru June 30, 2019 and the remaining payments due on the first of each following month.

Total compensation for the three year term of the contract from July 1, 2016 – June 30, 2019 is ninety-three thousand six hundred dollars (\$93,600).

5. Reimbursement of Expenses — FASP will reimburse Consultant for actual travel expenses incurred by Consultant in attending FASP Executive Board meetings and representing FASP at meetings which may be held outside of Leon County, Florida as well as for actual printing and copying costs associated with printing the platform and/or handouts of presentations for the FASP Annual Conference and or Executive Board meetings. Expenses will be reimbursed in accordance with current FASP expense reimbursement policies, upon provision of documentation of expenses by receipts.
6. Independent Contractor/No Agency — Consultant is an independent contractor providing services to FASP and is not an employee of, an agent of, or a partner with FASP in any respect. Consultant has no right, authority, or power to obligate FASP in any manner.
7. Confidentiality — Consultant will not disclose to any unauthorized person any confidential or proprietary information concerning FASP's policies, business, financial, or other affairs without FASP's written consent. FASP will not disclose to any unauthorized person information provided by Consultant to FASP pursuant to this agreement without Consultant's written consent.
8. Ownership of Information — FASP will have and retain all right, title, and interest in all names, systems, data, or other information provided to Consultant by FASP or generated by Consultant using the foregoing. Only FASP may exercise the right to use, copy, reproduce, or license to other, for profit or otherwise, any such names, systems, data, or other information.

9. No Assignment — This agreement may not be assigned by either party.
10. Conflicts of Interest — It is understood that Consultant may also provide consulting services for other clients during the term of this agreement. However, Consultant will not undertake any responsibilities or engage in any activities which conflict reasonably with the interests of FASP. Consultant will disclose in writing to FASP any situation which may reasonably present a conflict of interest. FASP and Consultant will attempt mutually to resolve any perceived or apparent conflicts of interest; however, if mutual agreement cannot be achieved, FASP will have the right to terminate this agreement consistent with paragraph 15 below.
11. Hold Harmless — Consultant agrees to be responsible for Consultant's own acts and to hold harmless and indemnify FASP, its officers, and directors, in regard to any and all liability, claims, demands, suits, losses, costs, damages, and expenses that FASP, its officers, or directors may sustain or incur by reason of negligence, willful misconduct, breach of this agreement, or any other activity of Consultant or Consultant's agents, subcontractors, or employees, including an award of attorney's fees and full costs of either defending a claim or enforcing this indemnification.
12. Compliance with Law — Both parties to this agreement will comply with the requirements of all applicable laws, rules, regulations, and orders of any governmental authority and will not engage in any activity which is morally or ethically improper or which presents the appearance of impropriety.
13. Survival of Certain Provisions — FASP and Consultant agree that this paragraph and paragraphs 7, 8, and 11 above shall survive any termination of this agreement. Consultant agrees further that, in the event of Consultant's breach of any of said paragraphs, FASP is entitled to obtain the remedies of injunction and specific performance in addition to any compensation for damages.
14. Termination and Default — In the event of any breach of this agreement, Consultant's unresolved conflict of interest, or any other event that renders Consultant unable to provide reasonably the services outlined in this agreement, either party may terminate this agreement immediately without penalty by delivering written notice of same to the other. Otherwise, this agreement will continue and remain in full force and effect as to all of its terms, conditions, and provisions for its full term as set forth herein, unless either party will give to the other party written notice of its desire to terminate this agreement on a specified time and date. Such written notice to terminate will be given no less than thirty (30) days before the date the agreement is to be so terminated. In the event of termination pursuant to this paragraph,

Consultant will be paid by FASP for all services actually, timely, and faithfully rendered and for all expenses reasonably incurred in compliance with contractual provisions through the effective date of termination.

15. Entire Agreement, Modification, Non-waiver, Applicable Law, and Remedies — This agreement between the parties constitutes the entire agreement with respect to the subject matter of the agreement. No modification, amendment, or waiver of any of the provisions of this agreement shall be valid and enforceable unless executed in writing, dated, and signed by each party to this agreement. Failure of either party under this agreement to exercise any right afforded by this agreement shall not be deemed a waiver of that right or any other right. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. If either FASP or Consultant initiates an action to enforce any provision of this agreement or to seek redress of damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the other party all reasonable and necessary costs and expenses, including reasonable attorney's fees and costs incurred in connection with such action.

In Witness Whereof, the undersigned duly authorized officers of FASP and Consultant have executed this agreement as of the date and year first written above.

For FASP:

For Consultant:

X_____X_____

Date:_____

Date:_____

By: Lisa Perez
FASP President

By: John F. Cerra, President
Cerra Consulting Group, Inc.
FEID#: 59-3549982
206 South Monroe Street
Tallahassee, FL 32301

X_____

850-222-4428 (office)

Date:_____

850-212-6233 (cell)

By: FASP Treasurer

850-222-4380 (fax)

FASP Contact for Invoices and Payments: FASP Treasurer