AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD MAX D. WALKER ADMINISTRATION BUILDING 35 MARTIN LUTHER KING, JR. BLVD. QUINCY, FLORIDA

April 25, 2023

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

- 1. CALL TO ORDER
- 2. OPENING PRAYER
- 3. PLEDGE OF ALLEGIANCE
- 4. **RECOGNITIONS**

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – SEE ATTACHMENT

- a. March 20, 2023, 5:00 p.m. Special School Board Meeting
- b. March 28, 2023, 4:30 p.m. School Board Workshop
- c. March 28, 2023, 6:00 p.m. Regular School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

- 6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) SEE PAGE #4
 - a. Personnel 2022 2023

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2023 2024
 ACTION REQUESTED: The Superintendent recommends approval.
- c. 2023 2024 Student and Teacher Calendar **SEE PAGE #7**

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

a. Agreement Between the School Board of Gadsden County and McMillan's Tax & Accounting Services - SEE PAGE #11

Fund Source: ESSER III Amount: \$15,000.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Labor Negotiations Settlement Agreement – SEE PAGE #18

Fund Source: General Fund Amount: \$8,750.00

ACTION REQUESTED: The Superintendent recommends approval.

8. STUDENT MATTERS – SEE ATTACHMENT

a. Student Expulsion – See back-up material

Case #86-2223-0231

ACTION REQUESTED: The Superintendent recommends approval.

b. Student Expulsion – See back-up material

Case #87-2223-0231

ACTION REQUESTED: The Superintendent recommends approval.

c. Student Expulsion – See back-up material

Case #91-2223-0052

ACTION REQUESTED: The Superintendent recommends approval.

d. Student Expulsion – See back-up material

Case #92-2223-0211

ACTION REQUESTED: The Superintendent recommends approval.

e. Student Expulsion – See back-up material

CASE #97-2223-0051

ACTION REQUESTED: The Superintendent recommends approval.

9. SCHOOL FACILITY/PROPERTY

 a. Request to Approve the Annual Certification of Facilities Data - SEE PAGE #24
 Fund Source: N/A Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

b. Purchase Order Request for Overhead Door of the Capital City - SEE PAGE #27

Fund Source: Florida Job Growth Grant assigned to GTC Amount: \$70,000.00

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

- 10. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 11. SCHOOL BOARD REQUESTS AND CONCERNS
- 12. ADJOURNMENT



THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger Tomorrow

Elijah Key, Superintendent of Schools 35 Martin Luther King, Jr. Blvd Quincy, Florida 32351 Main: (850) 627-9651 or Fax: (850) 627-2760 www.GadsdenSchools.org

April 25, 2023

The School Board of Gadsden County, Florida Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2022-2023 Item 6B Instructional and Non-Instructional Personnel 2023-2024

The following reflects the total number of full-time employees in this school district for the 2022-2023 school term, as of April 25, 2023.

-	DOE	#Employees
Description Per DOE Classification	Object#	April 2023
Classroom Teachers and Other Certified	120 & 130	307.00
Administrators	110	57.00
Non-Instructional	150, 160, & 170	373.00
		737.00
Part Time Instructional		4.00
Part Time Non Instructional		3.00
Total		7.00
100% Grant Funded		167.00
Split Grant Funded	3á	23.00
Total Grant Funded of 737 Employees		190.00

Sincerely,

/ah Key

Superintendent of Schools

Cathy S. Johnson DISTRICT NO. 1 Havana, FL 32333 Midway, FL 32343 Steve Scott DISTRICT NO. 2 Quincy, FL 32351 Havana, FL 32333 Leroy McMillan. DISTRICT NO. 3 Chattahoochee, FL 323324 Greensboro, FL 32330 Charlie D. Frost DISTRICT NO. 4 Gretna, FL 32332 Quincy, FL 32352 Karema D. Dudley DISTRICT NO. 5 Quincy, FL 32351

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2022/2023

<u>INSTRUCTIONAL</u> <u>Name</u> Whitt, Ayesha	Location GCHS	Position Teacher	Effective Date 04/13/2023
NON INSTRUCTIONAL			
Name_	Location	Position	Effective Date
Jackson, Willie	GCHS	SFS Worker	03/28/2023
Parson-Buckhalt, Tiffany	District	Safety Inv/Property Control Coord	. 04/03/2023
Perry, Brenda	GCHS	Self-Help Asst ESE	04/03/2023
Timmons, Erika	GWM	Educational Paraprofessional	03/06/2023
Williams, Treshandra	Headstart	Coord of PreK Disability Transition Srv	02/14/2023

REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

<u>LEAVE</u> <u>Name</u> Burke, Andrea	Location/Position HMS/ Ed Paraprofessional	Beginning Date 03/27/2023	Effective Date 04/12/2023
RESIGNATION Name_ Fagg, Willie Hardy, Austin Hunt, Gia James, Christopher McCloud, Frederica Sailor, Dereck	Location HMS GCHS SSES GCHS SSES Maintenance	Position Educational Paraprofessional Math Coach Adjunct Instructor Teacher Educational Paraprofessional Groundskeeper	Effective Date 02/17/2023 04/21/2023 03/27/2023 04/10/2023 03/24/2023 03/31/2023
TRANSFER NAME_ Brown, Daphne Bryant, Matthew	Location/Position Transferring From GWM/ Ed Paraprofessional District/ Safety Inv/ Property Control Coord.	Location/Position Transferring To SSES/Ed Paraprofessional District/ Coord, Risk Management	Effective Date 03/23/2023 04/03/2023
DROP RETIREMENT Name Deshazier Jr., Toby	Location HMS	Position SFS Worker	DROP Ends 04/30/2023
OUT OF FIELD Name Whitt, Ayesha	Location GCHS	Area out of Field Mathematics	<u>Number of Periods</u> All Periods
TERMINATIONS Name	Location	Position	Effective Date

<u>Name</u> Miles, Krystal*

Location JASMS Position Teacher Effective Date 03/13/2023

*Employment reinstated from March 28, 2023 board meeting

SUBSTITUTES Teacher Kornegay, Mikhal

Custodial Sweeting, Cassandra

AGENDA ITEMS 6B, INSTRUCTIONAL 2023/2024 INSTRUCTIONAL- PS

Allen, Sandra Austin, Joyce Bailey, Deborah Bates-Jackson, Erica Bell-Key, Twanda Boykin, Kathryn Brockman, Dena Bryant, Antionette Bryant, Pamela Butler, Bridget Chapman-Thomas, Tylisa Clarke, Jonnie Davis, Torrey Denington, William Graham, Sarah Green, Kimi Harris, Curlie Harris, Robert Harris, Ronte Howard, Darrell Hurchins, Travertia Hutley-Figgers, Latisha Ivory, Dwayne Jackson, Barbara Joseph, Sandra Kenon-Franklin, Bridget Kirkland, Nahketah Kirkland, Sarah Knight, Anthony Mandela, Judith McGlockton, Shaundra Pace, Cornelius Piawah, Helen Robinson, Patricia Rollinson, Latonya Samson, Marilyn Simmons-Russ, Catina Smith, Peggy Toussaint, Karen Washington, Angela Weeks, Dawn

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA AGENDA ITEM NO. <u>6c</u>

DATE OF SCHOOL BOARD MEETING: April 25, 2023

TITLE OF AGENDA ITEM: 2023 - 2024 Student & Teacher Calendar

DIVISION: K-12 Education

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

The attached calendars are proposed for the 2023 – 2024 school year. The calendar

proposed was shared and selected by a majority vote of 80.5% to 19.5% in favor. The poll

was conducted on 03/31/2023. Respondents were also provided an opportunity to share

concerns and recommendations.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Tammy McGriff, EdS

POSITION: Assistant Superintendent for Academic Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER ____Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered ______

Gadsden County School District 2023-2024 School Calendar

Su	M	Tu	W	2023 Th	F	Sa
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School Closed End of Nine Weeks

Teachers' First and Last Day Half Days PD/Planning

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Employee Planning (no school for students) EP

Teachers' Paid Holidays (TPH)

First and Last Day of School

Aug 3 - 9	Planning Days			
Aug 10	First Day of School			
Sep 4	Labor Day - Closed TPH #1			
Oct 27	Planning/Professional Development Day - no school			
Nov 10	Veteran's Day			
Nov 17	Planning/ Professional Development Day - no school			
Nov 20 -24	Thanksgiving Break			
Nov 23	Thanksgiving TPH #2			
"Dec 25 -Jan 5	Christmas/Winter Break			
"Dec 25	Christmas/ TPH #3			

Jan 1	New Year's Day Holiday	
Jan 8	Teachers and Staff Return	e
Jan. 9	Students Return	
Jan 15	MLK Jr Holiday TPH #4	
Feb 19	Presidents' Day TPH #5	
March 18 - 22	Spring Break	
May 27	Memorial Day TPH # 6	
May 24	Last Day of School	

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GADSDEN COUNTY SCHOOL DISTRICT

PROPOSED CALENDAR FOR TEACHERS (196 DAYS)

SCHOOL YEAR 2023-2024

2023	
AUGUST 3	Teachers Report
AUGUST 3-9	Pre-Planning Days
AUGUST 10	Students Return
AUGUST 23	Half Day PD/Planning
SEPTEMBER 4	Labor Day Holiday (District-wide) (Teacher Paid Holiday #1)
SEPTEMBER 20	Half Day PD/Planning
OCTOBER 12	End of First Grading Period
OCTOBER 18	Half Day PD/Planning
OCTOBER 27	Planning/Professional Development Day (No School)
NOVEMBER 10	Veterans' Day Holiday (District-wide)
NOVEMBER 17	Planning/Professional Development Day (No School for students)
NOVEMBER 20-24	Thanksgiving Holidays/Fall Break
NOVEMBER 23	Teacher Paid Holiday #2
DECEMBER 22	End of Second Grading Period/ Half Day PD/Planning
DECEMBER 25	Christmas/TPH #3
DECEMBER 25-JAN 5	Christmas/Winter Break
2024	
JANUARY 1	New Year's Day Holiday
JANUARY 8	Teachers/Staff Returns (Planning/Professional Development Day)
JANUARY 9	Students Return
JANUARY 15	MLK Jr Holiday (District-wide)(TPH #4)
JANUARY 24	Half Day PD/Planning
FEBRUARY 5 - 9	FTE Survey Week
FEBRUARY 16	Half Day PD/Planning
FEBRUARY 19	Presidents' Day Holiday (District-wide)(TPH#5)
MARCH 15	End of Third Grading Period/ Half Day PD/Planning
MARCH 18 - 22	Spring Break – District-wide
APRIL 19	Half Day PD/Planning
MAY 24	Last Day of School for Students - Half Day PD/Planning
MAY 27	Memorial Day (District Holiday) (TPH#6)
MAY 28-29	Post Planning Days
MAY 29	Last Day

GADSDEN COUNTY SCHOOL DISTRICT

PROPOSED CALENDAR FOR STUDENTS (180 DAYS)

SCHOOL YEAR 2023-2024

2023				
AUGUST 10	Students First Day of School			
AUGUST 23	Half Day			
SEPTEMBER 4	Labor Day Holiday (District-wide)			
SEPTEMBER 20	Half Day			
OCTOBER 12	End of First Grading Period			
OCTOBER 18	Half Day			
OCTOBER 27	Students Out - Planning/Professional Development Day			
NOVEMBER 10	Veterans' Day Holiday (District-wide)			
NOVEMBER 17	Students Out - Planning/Professional Development Day			
NOVEMBER 20-24	Thanksgiving Holidays/Fall Break			
DECEMBER 22	End of Second Grading Period - Half Day			
DECEMBER 25-JAN 5	Christmas/Winter Break			
2024				
JANUARY 9	Students Return			
JANUARY 15	MLK Jr Holiday (District-wide)			
JANUARY 24	Half Day			
FEBRUARY 16	Half Day			
FEBRUARY 19	Presidents' Day Holiday (District-wide)			
MARCH 15	End of Third Grading Period - Half Day			
MARCH 18 - 22	Spring Break – District-wide			
APRIL 19	Half Day			
MAY 24	Students Last Day of School – Half Day			

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. <u>7a</u>

DATE OF SCHOOL BOARD MEETING: April 25, 2023

TITLE OF AGENDA ITEM: Agreement between the School Board of Gadsden County and McMillan's Tax & Accounting Services.

DIVISION: K-12 Education

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

The contractor will provide grant management support to include: (a) management of budgets

for ESSER grants; (b) provide monthly financial updates regarding ESSER spending, (c)

monitor financial activity of ESSER funding, (d) conduct/facilitate draw downs of funds from

FDOE and € maintain records of expenditures, deposits and other related fiscal activities.

FUND SOURCE: ESSER III

AMOUNT: `\$15,000

PREPARED BY: Tammy McGriff, EdS

POSITION: Assistant Superintendent for Academic Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER ______ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered ______

AGREEMENT BETWEEN THE GADSDEN COUNTY SCHOOL BOARD (HEREIN "GCSB") AND MCMILLAN'S TAX & ACCOUNTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the Gadsden County School BOARD, hereinafter referred to as "GCSB," and McMillan's Tax & Accounting Services, hereinafter referred to as "Contractor." GCSB and Contractor are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

PURPOSE: At the direction of GCSB, Contractor shall provide management of ESSER grants and services as set forth in the Scope of Work, Exhibit A.

- 1. **Performance.** Contractor shall perform in accordance with the conditions and criteria set forth herein and as set forth in the Scope(s) of Work, which is attached hereto as Exhibit A and is incorporated as an integral part of this Agreement. Contractor shall perform all services in a professional, competent, and timely manner, and in accordance with industry standards and all applicable law, including any applicable privacy law or other restriction governing the collection and reporting of data.
- 2. Billing and Payment. For services provided pursuant to this Agreement, GCSB shall pay Contractor as follows:
 - a. Professional Fees. Fees shall be calculated in accordance with the fee schedule set forth in Exhibit A attached hereto upon Contractor's delivery to GCSB of a detailed invoice and any additional items specified in Exhibit A. Unless otherwise provided for within the applicable Scope of Work, all fees are payable in arrears to Becary C. McMillan, CPA.
 - **b. Invoicing Process.** Contractor shall submit all invoices to Tammy McGriff, Assistant Superintendent of Academic Services along with any required supporting documentation in accordance with the invoicing schedule outlined in Attachment A. All invoices, bills for fees, costs, reimbursements, or other compensation shall be in a form with sufficient detail to allow GCSB and other relevant entities of the State of Florida to conduct an audit thereof. Invoices are payable within 30 days upon receipt of invoice with proper documentation.
- **3. Term.** This Agreement shall become effective on April 1st, 2023, and shall end on June 30th, 2023. This Agreement may be extended should both parties agree to enter an amendment.

4. Termination.

The parties hereto contemplate this contract to run for the designated time period cited above subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with thirty (30) days written notice. Upon termination, the district shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the AGREEMENT prior to termination.

5. Agreement Managers.

GCSB: Tammy McGriff, Assistant Superintendent of Academic Services 35 Martin Luther King Blvd Quincy, Florida 32351

Contractor: Becary C. McMillan 690 Brooke Hampton Dr. Tallahassee, FL 32311 bmcmillancpa@gmail.com

6. Notices. All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery, United States Postal Service with return receipt requested, by overnight express delivery, fax or electronic mail to the other Party's Agreement Manager at the address listed in Section 5.

In the event that notices are transmitted via fax or electronic mail, the date of the fax or electronic mail shall be the effective date of the notice. Notice by electronic mail must be given to each electronic mail address listed for a Party's Agreement Manager in Section 5.

7. Independent Contractor. The Contractor shall act as an independent contractor and not as an employee of GCSB in the performance of the tasks and duties that are the subject of this Agreement. CONSULTANT agrees to comply with all requirements of the Jessica Lunsford Act. No statement in this Agreement shall be construed to make Contractor, its employees, contractors, servants or agents of the employees of GCSB, and they shall not be entitled to any of the rights, privileges or benefits of employees of GCSB. In its capacity as an independent contractor, Contractor has the right to perform services for others during the time in which this Agreement is in effect. Furthermore, Contractor has the right to control the manner and means of delivery of the services provided under this Agreement.

Contractor understands and agrees that as an independent contractor, Contractor will not be entitled to, and GCSB will not provide, employee benefits, including but not limited to paid leave, insurance (health, dental, vision, or other), retirement, or any other benefit provided to employees of GCSB. GCSB will not obtain workers' compensation insurance on behalf of Contractor or any of Contractor's employees or subcontractors. If the Contractor hires any employee(s) or subcontractor(s) to perform work within the scope of this Agreement, Contractor will be responsible for providing worker's compensation insurance to the extent required by law.

GCSB shall not pay or withhold, and Contractor will hold GCSB harmless from, costs for employee benefits, employee taxes, including unemployment, FICA, and state and federal income tax, insurance, and other costs typically arising from an employeremployee relationship. Contractor shall pay its own expenses, including salaries and commissions to Contractor's employees and subcontractors and all taxes incurred in doing business.

Nothing in the terms of this Agreement shall be construed to create a partnership between Contractor and GCSB. Contractor does not have the right to enter into

contracts or other agreements or otherwise act as an agent of GCSB in any fashion.

- 8. Subcontractors. Unless otherwise stated in the applicable Scope of Work, the Contractor may, with prior written approval from GCSB, subcontract components of work performed under this Agreement. The Contractor must make every reasonable effort to ensure that GCSB is not liable to, or liable for, subcontractors retained by the Contractor. The provisions of this section may be modified in a Scope of Work in the event GCSB requires Contractor to engage a particular subcontractor.
- 9. <u>PUBLIC RECORDS.</u> Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONSULTANT to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.
- 10. ACCESS AND RETENTION OF RECORDS. The DISTRICT shall have access to all CONSULTANT'S records that are directly pertinent to this AGREEMENT. The CONSULTANT shall retain all required records for five (5) years after the DISTRICT makes the final payment and all other pending matters are closed. The CONSULTANT shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal, State, and District requirements.
- **11. Bankruptcy or Change of Ownership.** Contractor shall notify GCSB within five (5) business days if Contractor files for bankruptcy or changes ownership. GCSB will have the right to terminate this Agreement immediately upon receipt of such notification.
- **12. Non-Discrimination.** Both parties agree to comply with all provisions of United States and Florida law and policy regarding non-discrimination and equal employment opportunities. Both parties also agree to provide a harassment-free workplace and give priority management attention and action to any allegation of harassment.
- **13. Modification.** This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or change becomes effective as of the last date signed by the necessary Parties or such later date as the Parties may agree therein. However, either Party may change its Agreement Manager and contact information by notifying the other Party's Agreement Manager by electronic mail.
- **14. Execution of Agreement.** The parties agree that the execution of this Agreement may be by electronic signature and maintained and transacted by electronic record. Additionally, this Agreement may be signed in any number of counterparts. Each counterpart is an original. Together, all counterparts form one single document.
- **15. TERMINATION OF AGREEMENT.** The parties hereto contemplate this contract to run for the duration of the grant award as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, the DISTRICT shall be responsible for payment of all costs incurred by CONSULTANT in the performance of the Agreement prior to termination.
- **16.** <u>AGREEMENT AS INCLUDING ENTIRE AGREEMENT</u>. This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other

provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

CONFLICT OF INTEREST: As of the date of this Agreement, the CONSULTANT is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with his/her ability to fulfill the terms of the Agreement.

17. <u>ENFORCEMENT.</u> Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

IN WITNESS HEREOF, by signature below, both parties agree to abide by the terms, conditions, and provisions of this Agreement document.

Leroy McMillian Gadsden County School BOARD (GCSB) BOARD CHAIR Becary C. McMillan Contractor Party's Agreement Manager

Becary McMillan Digitally signed by Becary McMillan Date: 2023.04.10 12:05:19-04'00'

Signature

Signature

Date

Date

EXHIBIT A SCOPE OF WORK

- 1. Contractor shall provide grant management to include the following:
 - Set up and manage ESSER budgets
 - Provide monthly financial updates regarding ESSER Spending
 - Monitor financial activity of ESSER funding
 - Draw down funds from the Florida Department of Education
 - Maintain records of expenditures, deposits, etc.
- 2. Payment Terms: GCSB shall pay to the Contractor \$5,000.00 (Five thousand dollars) monthly for services noted in Exhibit A, Item 1. The total contract for April 1, 2023 through June 30, 2023 is \$15,000.00 (Fifteen thousand dollars). Any services requested and provided outside this scope of work will be billed at \$50 per hour rounded to the nearest quarter hour.
- 3. All invoices and proof of performance must be forwarded to Agreement Manager identified in Section 5 of Agreement. Proof of performance or a list of services provided, must be provided to demonstrate progress. All invoices are payable within 30 days of receipt of invoice and proof of performance. Failure to provide invoice and proof of performance as indicated will delay payment processing.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: April 25, 2023

TITLE OF AGENDA ITEM: Labor Negotiations Settlement Agreement

DIVISION: Support Services/Labor Negotiations N/A _____This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

This is a request for the School Board to accept the attached Adjunct Instructor Labor Negotiations Settlement as executed by the District's legal counsel, the Law Office of Rumberger/Kirk (Attorney Lenard Dietzen) and GCCTA legal counsel, the Law Office of Levine & Stivers, LLC (Attorney Stivers).

FUND SOURCE: General Fund

AMOUNT: \$8,750.00

PREPARED BY: Dr. Sylvia R. Jackson

POSITION: Assistant Superintendent for Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

STATE OF FLORIDA PUBLIC EMPLOYEES RELATIONS COMMISSION

GADSDEN COUNTY CLASSROOM TEACHERS ASSOCIATION,

Charging Party,

٧.

Case No. CA 2023-01

THE SCHOOL BOARD OF GADSDEN COUNTY FLORIDA,

Respondent.

SETTLEMENT AGREEMENT

The GADSDEN COUNTY CLASSROOM TEACHERS ASSOCIATION (GCCTA) and THE SCHOOL BOARD OF GADSDEN COUNTY FLORIDA (SCHOOL BOARD), hereby enter into this agreement ("Agreement") and would state:

WITNESSETH

A. On November 16, 2021, the School Board approved the job description for the position of "adjunct instructor" at a duly-noticed public meeting.

B. On July 26, 2022, the School Board first began advertising the adjunct instructor position for hiring purposes.

C. There is no provision in the Collective Bargaining Agreement that permits the hiring of teachers at a reduced salary.

D. On August 2, 2022, the School Board hired the first two (2) adjunct instructors. Ultimately, a total of twenty-six (26) individuals were hired by the School Board as adjunct instructors. None of the twenty-six (26) individuals had passed the Florida Department of Education Subject Area Exam prior to being hired by the School Board.

E. In early December 2022, each individual in the adjunct instructor position was provided a letter expressly stating they could "only serve in the role as an Adjunct Instructor position for six months." The letters stated the specific date in which the individual would reach six (6) months and advised the individuals they would "be placed on Substitute Teacher status" if they had not passed the Florida Department of Education Subject Area Exam by the stated date.

F. On January 27, 2023, GCCTA filed a Charge Against Employer ("Charge") through the Public Employees Relations Commission, asserting the School Board engaged in unfair labor practices within the meaning of §447.501(1)(a) and (c), Florida Statutes, by

"unilaterally alter[ing] the terms and conditions of a teacher's employment contrary to applicable law and the parties' Collective Bargaining Agreement, by hiring individuals as teachers and failing to compensate them in accordance with the Salary Schedule incorporated into the parties' Collective Bargaining Agreement." At the time of filing the above matter, there were sixteen (16) individuals in the adjunct instructor position with an annual salary of \$38,115.00. Per the Salary Schedule, the beginning annual salary for "teachers" was \$45,000.00.

G. As of the date of execution of this Agreement, a total of two individuals are employed by the School Board in the adjunct instructor position to end May 1, 2023. The remaining twenty-three (23) individuals initially hired as adjunct instructors either (1) resigned or (2) were placed in alternative positions, including the position of "teacher" with an annual salary of \$45,000.00 if they received a temporary or full teacher certificate within six (6) months of hire, or the position of "substitute" at \$15.00/hour if they did not receive their temporary or full teacher certificate within six (6) months of hire.

H. §1012.57(1), Florida Statutes provides that an adjunct teaching certificate may be awarded to "an applicant who fulfills the requirements of s. 1012.56(2)(a)-(f) and (10) and who has expertise in the subject area to be taught." The stated purpose of permitting adjunct teaching certificates is to "allow school districts to tap the wealth of talent and expertise represented in Florida's citizens who may wish to teach in a Florida public school by permitting school districts to issue adjunct certificates to qualified applicants." §1012.57(2), Florida Statutes. Most importantly, §1012.57(5) provides that "individuals who are certified and employed under this section shall have the same rights and protection of laws as teachers certified under s. 1012.56."

I. When the School Board hired the individuals who had not yet passed the Florida Department of Education Subject Area Exam for the position of adjunct instructor, it did so in non-conformity with the requirements of §1012.57, Florida Statutes and Gadsden County School Board Policy 6.20.

J. The GCCTA asserts that the individuals hired as "Adjunct Instructors" were/are entitled to be, and should have been, paid as a Teacher pursuant to the Salary Schedule (\$45,000 annually) for the time periods each worked as an "Adjunct Instructor." The SCHOOL BOARD asserts that the individuals hired as "Adjunct Instructors" were/are entitled to be, and should have been, paid as a "Substitute" at \$15.00 an hour for the time periods each worked as an "Adjunct Instructor".

Based on the above, and in order to avoid further litigation, the Parties desire to completely compromise, settle, and resolve these matters and any and all claims, known or unknown, which the Parties had, have, or may have had between them, including all issues raised in the above styled matter, in an amicable fashion and without additional delay or further litigation;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties stipulate and agree as follows:

1. The background paragraphs above are incorporated into this Agreement. The Effective Date of this Agreement is the date that it becomes executed by all signatories.

2. In an effort to avoid further litigation, the SCHOOL BOARD agrees to one time lump sum payment of \$350.00 to each individual hired in the position of Adjunct Instructor who completed at least three (3) months of their six (6) month probationary period. The payment by the SCHOOL BOARD will be made in accordance with its normal payroll cycle immediately following the Effective Date of this Agreement.

3. The SCHOOL BOARD shall issue a statement to GCCTA and all Teachers which reads

To GCCTA and all Teachers

The GCCTA and the SCHOOL BOARD have amicably resolved the unfair labor practice charge filed with the Public Employees Relations Commission as it relates to the hiring of Adjunct Instructors. As a result of that resolution, the SCHOOL BOARD wants to reassure the GCCTA and all Teachers that the employment of Adjunct Instructors is strictly limited to those requirements and circumstances set forth in applicable Florida Statutes. The SCHOOL BOARD wants to further reassure the GCCTA and all Teachers of its intent to comply with all applicable law and the parties Collective Bargaining Agreement in the hiring of all Teachers.

4. The Parties acknowledge their continued duty and obligations to abide by the terms set forth in the Collective Bargaining Agreement and applicable law.

5. The SCHOOL BOARD agrees to comply with the provisions of Chapter 447 Florida Statutes when creating new job positions, that are not managerial and/or confidential as defined in Chapter 447, to provide notice to GCCTA and/or GESPA as applicable of the creation of the new position and its compensation and to discuss the ramifications thereof with GCCTA and/or GESPA as applicable.

6. Upon the execution of this Agreement and the SCHOOL BOARD's publishing the above statement to the GCCTA/Teachers, the parties shall file a joint request to withdraw the unfair labor charge with the Public Employees Relations Commission.

7. Each party shall be responsible for payment of their own attorneys' fees and costs related to this litigation.

8. Each of the Parties represents and warrants to the other that it is authorized to enter into this Agreement, that it has the authority to perform the terms of this Agreement, and that its signatories are authorized to sign this Agreement on its behalf.

9. This Agreement is made without reliance upon any statement or representation of any party hereby released except those contained in this Agreement. This Agreement contains the entire understanding of the Parties and may not be modified except by writing which is signed by all of the Parties to this Agreement. Any oral or written promises or assurances not contained in this Agreement are waived, abandoned, withdrawn, and without legal effect.

10. Each of the Parties was represented by able counsel and had the opportunity to participate in the development of this Agreement. The language of all parts of this Agreement shall be construed as a whole, according to its plain meaning, and not for or against the drafter.

11. Any breach of any term, provision, or obligation of this Agreement by any party shall entitle the other to seek enforcement of such term, provision, or obligation in a court of law or administrative tribunal of competent jurisdiction. It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of Florida, with exclusive venue for any action based upon an alleged breach of any term, provision, or obligation of this Agreement in Gadsden County, Florida.

12. Should any party default in any material manner with respect to any term, provision, or obligation set forth in this Agreement, the available remedies for the non-defaulting party(ies) shall include compensatory damages and a suit for specific performance with the prevailing party(ies) receiving attorneys' fees and costs resulting therefrom.

13. All warranties, representations, terms, conditions, covenants, agreements, and releases contained herein shall survive this Agreement. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall remain in full force and effect to the fullest extent permitted under law and in equity to give effect to the Parties' intent, and said invalid parts, terms, or provisions shall be deemed not a part of this Agreement.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement, and may be consummated by facsimile or electronically transmitted signatures which shall have the same legal effect as an original signature on paper.

15. The Parties, as signatories to this Agreement, acknowledge that they have read this Agreement, that they fully know, understand, and appreciate its contents, that they have been advised by or have had an opportunity to consult with their respective counsel regarding its contents, and that they execute the same and make promises provided herein voluntarily, with authority, and of their own free will.

16. The Parties understand and acknowledge that the terms set forth herein are subject to the approval of each Party's respective board.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

FOR THE SCHOOL BOARD OF **GADSDEN COUNTY FLORIDA** FOR THE GADSDEN COUNTY TEACHERS ASSOCIATION

Leroy McMillan Chairman of the Board

Dated:

Judith Mandela President

Dated: Leonard Dietzen Counsel -23

Dated: _

NB

H.B. Stivers Counsel

Dated: 4/17/23

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: _____ April 25, 2023_____

TITLE OF AGENDA ITEM: Request to Approve the Annual Certification of Facilities Data____

DIVISION: Facilities

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

On an annual basis prior to April 1, the Office of Educational Facilities-Florida Department of Education requires that each district certify that the Florida Inventory of School Houses (FISH) is current and accurate. Attached is a memo from the Florid Department of Education regarding this requirement and the certification form.

FUND SOURCE:	not applicable
AMOUNT:	not applicable
PREPARED BY:	Brad Arnold

POSITION: Interim Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Two Number of ORIGINAL SIGNATURES NEEDED by preparer. SUPERINTENDENT'S SIGNATURE: page(s) numbered 1_____ CHAIRMAN'S SIGNATURE: page(s) numbered 1_____ REVIEWED BY: ______ 4/10/23____



Manny Diaz, Jr. **Commissioner of Education**

State Board of Education

Tom Grady, Chair Ben Gibson, Vice Chair Members Monesia Brown Esther Byrd **Grazie Pozo Christie Ryan Petty** Joe York

MEMORANDUM

FROM:

- TO: **District School Superintendents District School Facilities Directors** Suzanne Pridgeon
- DATE: March 23, 2023

SUBJECT: 2023 Annual Certification of Facilities Data

Section 1013.31(1)(e). Florida Statutes, states, in part, "school districts shall periodically update their inventory of educational facilities." Section 6.1(5)(c), State Requirements for Educational Facilities 2014, requires that "prior to April 1 of each year, each district shall review the Florida Inventory of School Houses (FISH) and certify to the Office [of Educational Facilities] that the inventory is current and accurate." Accurate facility data is essential for school districts to meet class size requirements and assist the Florida Department of Education with determining maintenance needs. Furthermore, all comments regarding the district's vacant and underutilized facilities have been addressed and are available for your review in the FISH portal.

Please email the attached form, signed by the district superintendent, board chair, and director of facilities planning, to Courtney Carlos at AnnualFISHCertification/afldoe.org before April 1, 2023. If you have any questions, please contact Violet Brown at Violet. Brown a fldoe.org or 850-245-9232.

Thank you for your assistance in this matter.

SP/vb

Attachment

cc: Mark Eggers, Assistant Deputy Commissioner, Division of Finance and Operations David Thayer, Director, Office of Educational Facilities Violet Brown, Senior Educational Program Director, Office of Educational Facilities Courtney Carlos, Educational Consultant, Office of Educational Facilities

> Suzanne Pridgeon **Deputy Commissioner, Finance and Operations**



OFFICE OF EDUCATIONAL FACILITIES FLORIDA INVENTORY OF SCHOOL HOUSES CERTIFICATION OF FACILITIES DATA

WHEREAS, Section 1013.03(3), F.S., states in part that the Department of Education must, "Require boards to submit other educational plant inventories data..."

WHEREAS, Section 101331(I)(e), F.S., states in part, "...School districts shall periodically update their inventory of educational facilities"

WHEREAS, State Requirements for Educational Facilities, Section 6.1(5)(c), requires that, "Prior to April 1 of each year, each district shall review the Florida Inventory of School Houses and shall certify to the Office that the inventory is current and accurate."

THEREFORE, on behalf of the School Board of ______ Gadsden _____ County, the authorized representatives whose signatures appear below hereby certify that, to the best of their knowledge, the educational facilities inventory data for the district contained in the Florida Inventory of School Houses is current and accurate pursuant to applicable statutes and rules.

 Director of Facilities Planning
 Date

 Superintendent
 Date

 Board Chair
 Date

 Board Chair
 Date

 Email signed form to: Courtney Carlos
 AnnualFISHCertification@fldoe.org

 Office of Educational Facilities
 Florida Department of Education

OEF FISH CERT Rule 6A-2.0010, FAC Effective November 2012

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: April 25, 2023

TITLE OF AGENDA ITEM: Purchase Order Request for Overhead Door of the Capital City

DIVISION: Gadsden Technical College

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

This Board request is for the approval of a purchase order to be issued to Overhead Door of the Capital City in the amount of \$70,000.00. Overhead Door of the Capital City will take down and remove 4 existing roll-up shop doors and replace, with installation, 4 new roll-up doors. The new doors will match two existing Overhead brand roll-up doors already in the Automotive Shop area. Attached is a copy of the sales quote for 4 roll-up doors. Also attached are emails from two other local garage door companies that stated they could not perform the work that we were requesting. The project has the approval of the funding source grant managers per an attached email. Included are pictures of the doors in disrepair that need to be replaced. One is for Carpentry, one for Custodial Services, and two for the Automotive Shop.

POSITION:	Director of GTC and CTE
PREPARED BY:	Tom Saxton
AMOUNT:	\$70,000.00
FUND SOURCE:	Florida Job Growth Grant assigned to GTC

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____Number of ORIGINAL SIGNATURES NEEDED by preparer. SUPERINTENDENT'S SIGNATURE: page(s) numbered ______ CHAIRMAN'S SIGNATURE? page(s) numbered ______ REVIEWED BY: ________/10/22

Overhead Door of the Capital City

Leon County license LCGD201301

Corporate Office 732 Blountstown Hwy Taliahassee, FL 32304 (850) 386-3667 (850) 727-4758

Proposal #: JG-51388 S 4892

		AITTED TO: by Vo Tech					Date 4/6/202		tention homas Saxton		
STREET 201 Mart	in Luth	er King Blv	rd				Job Nam Gadsd	en County	Vo Tech		
City Quincy			State FLF1		Code 2351		Job Loca 201 Ma		King Blvd Quin	су	
Phone Nun 850-875-			Fax Nun saxton		cpsmail.com		Job Phor 850-87				
ITEM#	atr	SERIES	DOOR W	IDTH	DOOR HEIGHT		ENING IDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
1	2	620					17'	12'	Chain Holst	Surface	Steel
2	2	521	172		11'7"		17'	11'6	Chain Holst	Surface	Steel

FURNISH AND INSTALL:

The above sized 620 series rolling door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: Curtain slats will be F-265 flat faced galvanized painted steel. Curtain will be provided with steel or malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 20 psf. Guides will be roll-formed steel channel or three structural steel angles with weatherstripping on exterior side. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Internal baffle to be provided in hood. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03° per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer. Note: Hot dipped galvanized steel angle guides, belimouths, bottom bars, head plates, operator mounting plates, rolled guides, tension wheels, release mechanisms (for fire doors) and wall mounting tubes can NOT be painted, NOR powder coat finished.. The galvanizing process will not allow the additional applied finish to adhere property to the metal.

PROPOSAL TO INCLUDE THE FOLLOWING

- The Curtain will be Grey

- Weather Striping on Guides
- Octagon Matching Color Hood
- Locking by Manual Slide Bolts
- Manual Chain Hoist Operation
- Wind Zone 3
- Removal and Disposal of Old Door

SEE ATTACHED INFORMATION SHEET

The above sized 521 series sectional door(s), as manufactured by the Overhead Door Corporation. Door standard features to include the following:

Sections will be constructed using 204R1 clear anodized rails and stiles extruded from 6063-T6 aluminum, .050 anodized aluminum panels. 2 5/8" center stiles, 3 1/2" end stiles, 2 1/8" Intermediate rails, and up to 3 3/4" top rails and up to 4 1/2" bottom rails. Hinges and fixtures will be galvanized steel.

Page 1 of 2 (Continued on next page . . .)

-Anodized Aluminum -All Sections are Glass accept Bottom panel is Metal -Glass is 1/4" Annealed Low E -Weather Sealed Guides -Standard Lift Track -Manual Chain Holst Operated -Wind Zone 3

-Removal and Disposal of Old Door

SEE ATTACHED INFORMATION SHEET

Before the installer arrives, the garage must be cleaned, to allow proper installation. INITIALS______.

Thank you for choosing Overhead Door Company of Capital City

Lead time for the delivery of the above materials is approximately 6-8 weeks, after which installation will be scheduled by the dispatching department. We apologize for the extended lead times but please know we are doing our best to get product in a timely manner.

Please note, we accept credit cards however there is a 3% convenience fee.

We hereby propose to complete in accordance with above specification, for the sum of:

Seventy Thousand Dollars and No Cents

70,000.00

	Signature	
	John Green	Direct Diel: (650) 666-9363
TERMS AND CONDITIONS		
Payment to be made as follows:	The terms for the job are C.O.D. which re- balance due the day of co	quires 50% down to order with the
Prices subject to change if not ac	cepted in 15 days.	
Permit is not included unless othe product, minor dings, dents and s possession until paid in full. In the Purchaser shall be responsible for	rwise stated above. Claims are limited to th cratches are common in door products. Pur e event Purchaser breaches or defaults und	nless otherwise stated above, are not included. e amount of contract only. Due to the nature of the chaser agrees that doors shall remain in Seller's ler the terms and provisions of this Agreement, the le attorneys' fees. (Agreements are contingent upon al charge for credit card payments.

Title	Date of Acceptance
	Title

Page 2 of 2



RE: Form Message

1 message

Amy Ballenger <Amy@kellysgaragedoorservices.com> To: saxtont@gcpsmall.com

Good Morning

Sorry we will not be able to help you with this job.

Amy Ballenger

Office Manager

Kelly's Garage Door Services

2011 Woodstock Lane

Tallahassee, FL 32303

Amy@kellysgaragedoorservices.com

PH: (850) 562-6406

Fax: (850) 562-6407

From: mailer@multiscreensite.com [malto:mailer@multiscreensite.com] On Behalf Of form-processor Sent: Tuesday, March 28, 2023 9:18 AM To: rusty@kellysgaragedoorservices.com Subject: Form Message

Form Response Notification

The following form has been submitted from your website - https://www.kellysgaragedoorservices.com. Name: Thomas Saxton Email: saxtont@gcpsmail.com Phone: 850-875-8324 Subject: Request for Quote Message: I am requesting a quote for the replacement of 3 overhead doors for our Automotive Building.

Reply to customer

Thomas Saxton <saxtont@gcpsmail.com>

Tue, Mar 28, 2023 at 9:31 AM



Thomas Saxton <saxtont@gcpsmail.com>

Re: New Form Entry: Contact Form

1 message

Tallahassee Garage Door Service <service@tallahasseegaragedoor.com> To: saxtont@gcpsmail.com Tue, Mar 28, 2023 at 5:29 PM

We are a residential service company only. You may try Kelly's Garage Doors, | believe he still does commercial work.

Derek Terry Service Manager

Please forgive any typo's or grammatical errors. This message was sent from an IPhone while working in the field.

On Mar 28, 2023, at 9:25 AM, no-reply@editmysite.com wrote:

You've just received a new submission to your Contact Form. Mark as Spam

Submitted Information:

Name Tom Saxton

Address 201 Martin Luther King Jr. Blvd Quincy, FL USA 32351

Phone Number 850-875-8324

Email saxtont@gcpsmail.com

Comment

Looking for a quote for 3 new commercial rollup garage doors to replace existing doors in Automotive Shop



Thomas Saxton <saxtont@gcpsmail.com>

Thu, Feb 23, 2023 at 8:34 AM

RE: [EXTERNAL] - Overhead Doors

1 message

Fairley, Jarma <Jarma.Fairley@deo.myflorida.com> To: Thomas Sexton <saxtont@gcpsmail.com>

Good morning,

Your request is approved and you may use some of the funds for the replacement of the garage doors.

Jarma Fairley, CPM, FCCM

Government Operations Consultant III

Division of Strategic Business Development/Compliance & Accountablity

Florida Department of Economic Opportunity

Office: 850-717-8963 |

www.FloridaJobs.org





From: Thomas Saxton <saxtont@gcpsmail.com> Sent: Wednesday, February 22, 2023 3:54 PM To: Fairley, Jarma <Jarma.Fairley@deo.myflorida.com> Subject: Re: [EXTERNAL] - Overhead Doors

Perfect. Thank you!

On Wed, Feb 22, 2023, 12:34 PM Fairley, Jarma < Jarma.Fairley@deo.myflorida.com> wrote:

Good afternoon,

I will have you a definite answer on tomorrow.

Jarma Fairley, CPM, FCCM

Government Operations Consultant III

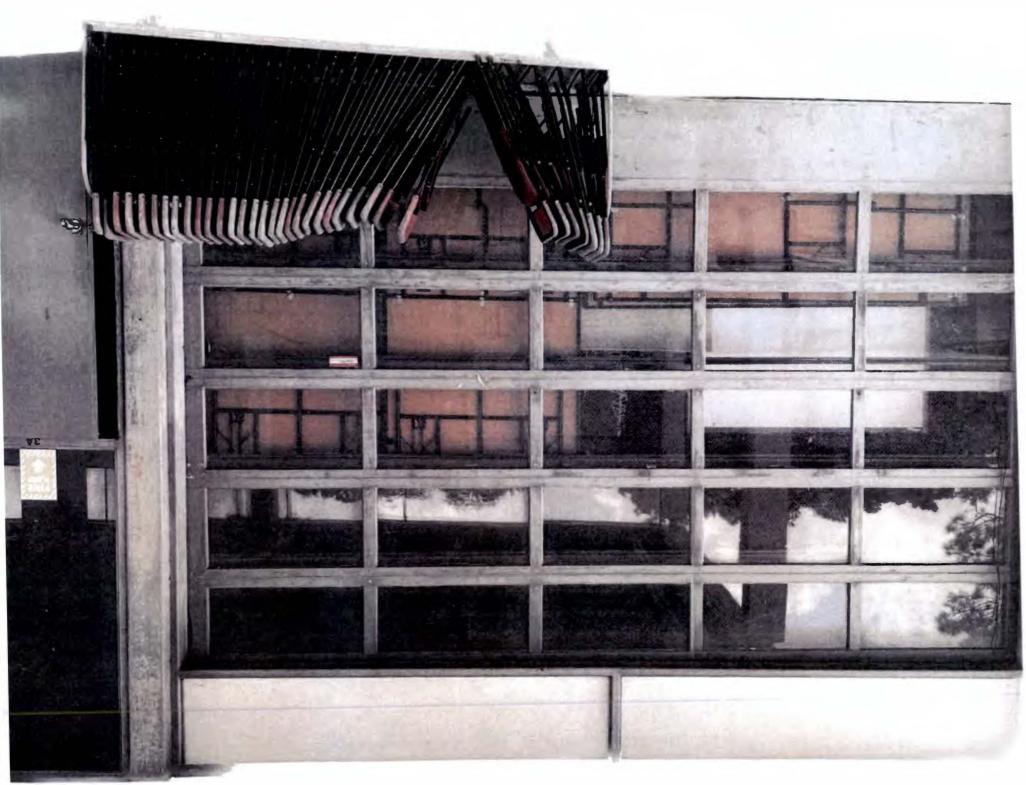
Division of Strategic Business Development/Compliance & Accountablity

Florida Department of Economic Opportunity

Office: 850-717-8963 |



Page 33 of 36



Page 34 of 36



Page 35 of 36

