

AGENDA
REGULAR SCHOOL BOARD MEETING
GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA
November 22, 2022
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. October 25, 2022, 4:30 p.m. - School Board Workshop
 - b. October 25, 2022, 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 #3**
 - a. Personnel 2022 - 2023

ACTION REQUESTED: The Superintendent recommends approval.
7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS
 - a. Panhandle Area Educational Consortium (PAEC-FL VS FRANCHISE) Contract Agreement) – **SEE PAGE #5**

Fund Source: FEFP
Amount: Undetermined – based upon enrollment

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY
 - a. Request for Amendment #2 to Professional Services Agreement with DAG Architects, Inc. – **SEE PAGE #12**

 Fund Source: Special Facilities Construction Fund from Insurance Loan
 Amount: \$486,277.00

 ACTION REQUESTED: The Superintendent recommends approval.
 - b. Request to Award RFP 2022-0004 – Door Replacement Project-Phase II at Havana Magnet School and Request for Purchase Order – **SEE PAGE #47**

 Fund Source: ESSR2
 Amount: \$215,920.00

 ACTION REQUESTED: The Superintendent recommends approval.
9. STUDENT MATTERS – **SEE ATTACHMENT**
 - a. Student Expulsion – See back-up material

 Case #17-2223-0052

 ACTION REQUESTED: The Superintendent recommends approval.
10. EDUCATIONAL ISSUES
 - a. Gadsden County High School Marching Band Field Trip - **SEE PAGE #97**

 Fund Source: N/A
 Amount: N/A

 ACTION REQUESTED: The Superintendent recommends approval.
 - b. Request to Advertise Notice of Intent to Amend/Adopt Policies – **SEE PAGE #111**

 Fund Source: N/A
 Amount: N/A

 ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

11. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
12. SCHOOL BOARD REQUESTS AND CONCERNS
13. 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

Agenda Item No. 6a

November 22, 2022

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

The following reflects the total number of full-time employees in this school district for the 2022-2023 school term, as of November 22, 2022.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees November 2022</u>
Classroom Teachers and Other Certified	120 & 130	312.00
Administrators	110	54.00
Non-Instructional	150, 160, & 170	375.00
		<u>741.00</u>
Part Time Instructional		3.00
Part Time Non Instructional		<u>3.00</u>
Total		6.00
100% Grant Funded		164.00
Split Grant Funded		<u>25.00</u>
Total Grant Funded of 741 Employees		189.00

Sincerely,

Elijah Key, Jr.
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**INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Humose, Marcus	HMS	Adjunct Instructor	10/24/2022
James, Jelani	GCHS	Adjunct Instructor	11/01/2022
Lennon, Shayne	JASMS	Adjunct Instructor	11/01/2022
McFadden, Timothy	HMS	Teacher	11/14/2022
Salter, Jasmine	WGMS	Adjunct Instructor	10/24/2022
Westberry, Niykeal	HMS	Adjunct Instructor	11/07/2022

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Burke, Andrea	HMS	Educational Paraprofessional	10/24/2022
Holloway, Marquise	WGMS	Custodial Assistant	10/31/2022
Jordan, Linda	SSES	Secretary	11/01/2022
Mathews, Paul	WGMS	Educational Paraprofessional	11/14/2022
Quintanilla, Ernesto	CPA	Educational Paraprofessional	11/03/2022
Smith, Ethel	GCHS	Custodial Assistant	10/18/2022
Sweeting, Cassandra	HMS	Custodial Assistant	10/24/2022
Thomas, Kayotris	GCHS	Attendance Assistant	11/08/2022
Williams, Whitney	HMS	Custodial Assistant	11/07/2022

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

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Esland, Sharonda	WGHS/Ed. Paraprofessional	11/03/2022	06/06/2023
Pawlik, Nicole	SSES/Teacher	10/03/2022	11/28/2022
Wood, Brian	GCHS/Ed. Paraprofessional	09/07/2022	11/18/2022

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Johnson-King, Sharonda	HMS	Teacher	10/31/2022
Jordan, Linda*	SSES	Educational Paraprofessional	10/31/2022
Rittman, Teresa	JASMS	Educational Paraprofessional	11/10/2022
Smith, Kaloma	GCHS	Teacher	06/09/2022
Stoll, Rebecca	GWM	Teacher	10/26/2022
Young, Ro Anna	HMS	School Counselor	10/07/2022

*Resigned to accept another position within the District

DROP RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>DROP Ends</u>
Wade, Eileen	SSES	Teacher	09/30/2022

SUBSTITUTES**Teacher**

Epps, Kathy
 Haywood, Jahiya
 Isaac, Angeline
 Sconiers, Barbara

Custodial

Murray, Eddie

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: November 22, 2022

TITLE OF AGENDA ITEM: Panhandle Area Educational Consortium (PAEC-FL VS FRANCHISE) Contract Agreement

DIVISION: K-12 Education

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

PURPOSE AND SUMMARY OF ITEM:

Request for approval of the revised Panhandle Area Educational Consortium (PAEC-FL VS FRANCHISE) Contract Agreement based upon Washington County School District’s findings of an IRS Payroll Audit that resulted in an increase for their new employment structure. Effective January 1, 2023, Washington County School District will revert to their previous pricing mode due to the cost increase.

FUND SOURCE: FEFP

AMOUNT: Undetermined – based upon enrollment

PREPARED BY: Carolyn Francis *CF*

POSITION: District Virtual School Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered 5

CHAIRMAN’S SIGNATURE: page(s) numbered 4

REVIEWED BY: 

Panhandle Area Educational Consortium Contract Agreement

THIS CONTRACT is entered into by and between the School Board of Gadsden County, Florida, 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351 hereinafter called "Contractee", and Panhandle Area Educational Consortium, 753 West Boulevard, Chipley, Florida 32428 hereinafter called "Contractor," entitled Virtual Franchise.

The contract will commence January 1, 2023 and will continue until June 30, 2023. Brenda Crouch will direct the activities of the contract.

The Contractee agrees to compensate Contractor for the amount outlined in attached Memorandum depending on curriculum provider and chosen implementation. The payment schedule will be up to four times per fiscal year. The invoice should be signed by the contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Contractee at its address set forth above. Brenda Crouch shall approve submitted material and invoices before payment is made.

PAEC will not be responsible for payment of any Worker's Compensation claims to the Contractor or any employee of the Contractor. The Contractor understands that he/she is an independent Contractor.

If applicable, verification of Level 2 screening, as stated in F.S. 1012.465, must be submitted to the PAEC Risk Management Department and approved before contract can be presented to the Washington County School Board, District of Record, for approval.

The services provided through this contract are stipulated as follows:

The Contractor, Panhandle Area Educational Consortium will:

1. Recruit, contract, train, provide and pay grades K-12 virtual instructors for PAEC My Virtual Classroom.
2. Ensure instructors are assigned to teach courses for which they are certified.
3. Supervise PAEC-contracted teachers.
4. Provide technical assistance to district and school-based personnel, parents, and students upon request.
5. Assist district and school-based personnel with student enrollment and course registration, assign students to instructors, and provide progress updates at the district, school, or individual student level upon request by district personnel.
6. Request IEP, 504 Plan, and/or LEP Plan information from district personnel, provide a secure server for districts to upload the information, and share information with instructors of students for whom the information is provided.
7. Provide technical assistance to any designated virtually trained district teacher for implementation of virtual curriculum to district brick and mortar students.
8. Upload required teacher background screening dates and demographics to secure site for district retrieval.
9. Upload necessary MIS data that includes student enrollment reports and academic progress information once a month to a secure site for district retrieval.
10. Pay franchise curriculum/course providers the contracted fees based on student participation rates.
11. Invoice the Contractee with appropriate supporting documentation.
12. Monitor student progress.

13. Notify seniors during the last 6 weeks of school of progress towards course completion and copy school counselors and contacts as provided.

The Contractee, School Board of Gadsden County, Florida will:

1. Establish a district MIS Virtual Education contact.
2. Establish a district Instructional Virtual Education contact.
3. Establish and maintain the school/reporting designations determined by the FLDOE to report students participating in My Virtual Classroom courses in programs such as 7001,7004, and 7006.
4. Approve virtual course requests for students as deemed appropriate.
5. Monitor student progress in virtual courses.
7. Notify Contractor anytime student enrollment information changes, such as withdrawal, transfer, etc.
8. Communicate information about all state-required assessments to virtual students including scheduling and testing location information.
9. Provide IEP, 504 Plan, and/or LEP Plan information for district students upon request except for students registered with the district as Home Education for which the parent assumes that responsibility. The district acknowledges that virtual learning programs are not appropriate for all students and it is the district's responsibility to provide any required services to support and accommodate students with special needs.
10. Identify district contact(s) for emergencies related to student mental health and provide 24-hour contact information that may be shared by PAEC with virtual instructors.
11. Report FTE and all other DOE survey information to the state.
12. Select the appropriate provider option for K-12 students based on their academic needs.
13. Make timely payment of PAEC invoices per the fees noted in this contract.

This contract is subject to 2 CFR 200 Code of Federal Regulations

No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the Contractor ineligible making this contract null and void, by 2 CFR Appendix II to Part 200, Section (H), "Debarment and Suspension."

The Contractor, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at the Payee/Contractor's risk assuming full responsibility for completion of services stipulated. The Contractor is the party providing the services; the Contractee is the party receiving the services and providing the payment for the services.

This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347 and 215.422:

287.058 -

- (1) a. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - c. A provision allowing unilateral cancellation by the agency for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).
- (2) The agency head and the Contractor prior to the rendering of any contractual service shall sign the written agreement.

287.0582 -

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -

The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465-

(1) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.

This Contract is also subject to the Federal Code of Regulations 2 CFR 200.326 provisions for procurement - Contract Administration described in 2 CFR 200.326 Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.
- b. Access will be allowed by the grantee, the subgrantee, the Federal Grantor Agency, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. The Contractor understands that grantee will give the Contractor thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by the Contractor, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000, the Contractor understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in the grantee funding allocations. The Contractor understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

Audit Requirements

- A. If the Contractor is a non-Federal entity that, during the effective period of this contract, expends \$750,000 or more in a year in Federal awards, the Contractor shall have an audit conducted for that year in accordance with 2 CFR 200.501 or in accordance with other applicable Federal regulations if excluded from coverage under 2 CFR 200.501.
- B. A Contractor who is required to have an audit conducted in accordance with the provisions of 2 CFR 200.501, shall submit to PAEC a copy of the Reporting Package (as defined in the circular) when the schedule of findings and questioned costs disclose audit findings relating to this contract or when the summary schedule of prior audit findings reports the status of any audit findings relating to this contract.
- C. When the Contractor is not required to submit the Reporting Package pursuant to Paragraph B above, the Contractor shall submit to PAEC written notification that:
 1. An audit of the Contractor was conducted in accordance with 2 CFR 200.501, including timely filing;
 2. The schedule of findings and questioned costs disclosed no audit findings relating to any Federal award that PAEC provided;
 3. The summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award that PAEC provided;
 4. No material issues of non-compliance were reported; and
 5. No reportable conditions related to internal controls were reported.

D. A Contractor excluded from coverage under 2 CFR 200.501 and audited in accordance with other applicable Federal regulations, shall submit to PAEC a copy of all audit reports disclosing findings or questioned costs related to this contract or any Federal award that PAEC provided.

The Contractor must identify the period covered by the audit and the name, amount, and CFDA number of the Federal award provided by PAEC. The Contractor shall submit the documentation described above to PAEC within 30 days after receipt of the auditor's report but no later than nine months after the end of the audit period, unless a longer period is agreed to by the Contractor's cognizant audit agency.

The address to which the foregoing shall be submitted is PAEC
ATTN: John T. Selover
753 West Blvd.
Chipley, FL 32428

Non-discrimination

The Contractor agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEO) must meet the requirements of 28 CFR 42.301.

Force Majeure

Neither party shall be in breach of this contract if there is a total or partial failure by it in its duties and obligations occasioned by any act of God, fire, act of foreign, federal, state or local government, or any other reason beyond its reasonable control. In the event of delay in performance due to any such cause, the date of the delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

IN WITNESS WHEREFORE, the parties have executed this CONTRACT/MODIFICATION and signing, thereby validating this CONTRACT/MODIFICATION, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

Contractee

Contractor

Leroy McMillian, Chairman
The School Board of Gadsden County, Florida

Herbert J. Taylor, Chairman
Washington County School Board, Florida
Panhandle Area Educational Consortium

Date

Date

Elijah Key, Superintendent
The School Board of Gadsden County, Florida

John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date

59-6000615
Federal ID#

WCSB Date: November 14, 2022

Date

59-6000898
Federal ID #

Contract Number: 23-031A
Amendment to #23-031




John T. Selover
Executive Director

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

MEMORANDUM

TO: Superintendent Elijah Key
Gadsden District Schools

FROM: John T. Selover 
Executive Director

DATE: November 2, 2022

SUBJECT: Price Adjustment for Virtual Courses

On July 1, 2022, My Virtual Classroom at Panhandle Area Educational Consortium, decreased the fee for virtual courses from \$275/course to \$255/course, to pass savings along to participating districts. At that time, adjunct course instructors were independent contractors and paid as such. During late summer, Washington County School District (WCSD) was subject to an IRS payroll audit. As a result, the adjunct course instructors are no longer permitted to be independent contractors. Instead, instructors must be hired as OPS employees of WCSD and My Virtual Classroom at PAEC will be required to pay benefits. The new employment structure will begin January 1, 2023. As our costs have increased, we are reluctantly forced to revert to our previous pricing model, effective January 1, 2023.

FLVS Franchise @ PAEC for Grades K-12	Price
Single Course Segment Completion	\$275.00
Withdrawal Fee for students withdrawn after the 28-day grace period or have completed 20% or more of the course segment at the time of withdrawal.	\$75.00
AP Single Course Segment Completion	\$275.00
AP Withdrawal Fee for students who are withdrawn after the 28-day grace period or have completed 20% or more of the course segment at the time of withdrawal.	\$75.00
APEX Learning for Grades 9-12	Price
Single Enrollment Subscription to courses for access through June 30, 2023 PLUS Instructor/Administration Fee per successful course segment completion.	\$50.00 \$200.00
Single Tutorial Subscription provides access through June 30, 2023.	\$40.00
Single AP Exam Review Subscription provides access through June 30, 2023	\$40.00
eDynamic Learning for Grades 6-12	Price
Single Course Segment Completion	\$275.00
Withdrawal Fee for students who are withdrawn after the 28-day grace period or have completed 20% or more of the course at the time of withdrawal.	\$75.00
Stride K12 Florida for Grades 6-12	Price
Single Course Segment Completion	\$275.00
Withdrawal Fee for students who are withdrawn after the 28-day grace period or have completed 20% or more of the course at the time of withdrawal.	\$75.00



Advancing Schools & Communities for Student Success

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: November 22, 2022

TITLE OF AGENDA ITEM: Request for Amendment #2 to Professional Services Agreement with DAG Architects, Inc.

DIVISION: Facilities Department

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

PURPOSE AND SUMMARY OF ITEM: On March 22, 2022, the Board approved the awarding of RFQ 2021-0008 Architectural Services for the New K-8 School to DAG Architects, Inc. and on September 27, 2022 approved Amendment #1 to the original Professional Services Agreement. DAG Architects, Inc. has provided additional services related to funding for the new school that were not included in the original scope of work. This request is for approval of Amendment #2. Attached are the following: document from Mr. Hunter expanding on the various service levels through the American Institute of Architects (AIA), Standard Form of Agreement between Owner and Architect including Exhibit A signed on March 3, 2022, Amendment #1 to the Professional Services Agreement dated 9/2/22, 9/21/22 letter from DAG Architects, Inc. and draft Amendment #2 to the Professional Services Agreement.

FUND SOURCE: Special Facilities Construction Fund from Insurance Loan

AMOUNT: \$486,277.00

PREPARED BY: William Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered Page 1 of the amendment

CHAIRMAN'S SIGNATURE: page(s) numbered Page 1 of the amendment

REVIEWED BY: 

AMENDMENT NUMBER 2

When contracting with Design Professionals, it is common practice to utilize the Department of Management Services' fee guidelines (*see exhibit "A" of DAG's original proposal dated March 2, 2022*). They were established because not every project has the same requirements or degree of difficulty. It's not uncommon for the pricing of some of the required services, those listed as "Additional Services", to be submitted at a later date due to time constraints or the need for more detailed information.

Because we contracted so close to the deadline for submitting phase I drawings to DOE for Special Facilities Construction Account consideration, the Architect could only provide a proposal for "Basic Services".

Amendment No. 1 was for the additional services requested assisting the District with securing Special Facilities Construction funds.

Amendment No. 2 is for the required Additional Services that the Architect did not have time to include in the Original proposal.

It is important to understand, the Architect's fee is based on cost estimates at the beginning and not actual cost. The Architect's contract is for a percentage of the actual cost of construction. Their contract amount will be adjusted up or down at the end of the contract based on the actual cost of construction.

There are also services the District will pay for directly such as Testing and Threshold Inspections. These costs need to be taken into account when establishing the project budget and I always try to have a small Owners Contingency.

DEFINITIONS:

Basic Services: The fee guides shown on the following page labeled "Fee Calculator" are for "basic" architectural and standard engineering services including full-service phases for design, bidding and construction. The fee is only to be used as a guide, with the actual fees justified by the architect or engineer via a detailed proposal in accordance with the format established by the Division of Real Estate Development and Management.

Additional Services: Additional services are not included within the "basic" fee guides. Additional services may include any special consultants required by the project and are typically those furnished beyond what is shown in the Form of Agreement Between Owner and Architect-Engineer used by the Division of Real Estate Development and Management. Additional services, including but not limited to those itemized on the next page labeled "Fee Calculator" shall have additional fees/expenses negotiated based on the project specific scope of services.

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- Feasibility Studies/ Analysis
- Facility Programming
- LEED Consultation
- Graphic and Signage Design

- Master Planning
- Soils Investigations/Reports
- Surveys -Topographic/Boundary
 - Vegetation/Improvements/Utilities
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Toxic Substance Mitigation Surveys and Consultation
- Site Environmental Assessments
- Site DRI, PUD, Site Plan Review and/or Zoning Modifications
- Traffic Analysis and Traffic Signal Warrant Studies
- Civil Engineering Design including Paving/Grading/Utilities/Drainage/Storm-water Management/Environmental & All Site Permitting
- Existing Site Utility Infrastructure Improvements
- Site Lighting Design
- Landscape Architectural & Irrigation Design
- Specialty Consultants
 - Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis
- Special Code Reviews including ACHA
- Detailed Cost Estimates
- Documents Prepared For:
 - Alternate Bids Exceeding Contract Scope
 - Excessive Change Orders
 - Multiple Construction Contracts
 - Record Documents/As Built
- Prolonged Construction Contract Administration Services
- Structural Threshold Inspections
- Project Representation During Construction Beyond Bi-Monthly Administration
- Additional Construction Contract
 - Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/ Models
- Substantive Changes to Scope, Size or Complexity
- Owner Requested Changes to Approved Documents
- Reimbursable Expenses*
 - Including, but not limited to, reproduction/ printing costs, travel expenses, and special mail service expenses

 **AIA[®] Document B101[™] – 2017****Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the *Third* day of *March* in the year *Two Thousand and Twenty Two*
Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

*Gadsden County Public Schools
35 Martin Luther King Jr, Blvd
Quincy, FL 32351*

and the Architect:
(Name, legal status, address and other information)

*DAG Architects, Inc.
1223 Airport Road
Destin, FL 32541*

for the following Project:
(Name, location and detailed description)

A new K8 School and master plan design on the existing James A. Shanks Middle School site to include design, construction documentation and construction administration for a new combined elementary and middle school of approximately 250,000 GSF and accommodating 1,646 students.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

| *Plant survey Number 5 Version 1 issued by the Florida Department of Education.*

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| *See Exhibit A, Architects proposal and description of work.*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

| *See Exhibit A, Architects proposal and description of work.*

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

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Schematic Design to be submitted to the Florida DOE Facilities Department NLT June 1, 2022, Completion of the rest of the construction documentation process to be completed subsequent to Legislative approval of the Special Facilities Funding request in subsequent years.

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk selected by the School Board

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Meet or exceed Florida State Statute requirements for public facilities

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

*Mr. Bill Hunter
Director of Facilities
35 Martin Luther King Jr. Blvd
Quincy, FL 32351
Telephone: (O) 627-9888/(C) 850-508-8924*

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N.A.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
Southern Earth Science

.2 Surveyor:
TBD

.3 Other, if any:
*Threshold Inspection Services – TBD
Toxic/Hazardous Materials Survey/Abatement – TBD
Site Environmental Assessments – TBD*

Mechanical & Electrical Systems Commissioning - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

*Jack Baker, AIA, FCP
1223 Airport Road
Destin, FL 32547
Telephone Number: 850-217-1769*

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

*Pennoni Structural Engineers.
Justin Duncan, PE
1705 South Gadsden Street
Suite 100
Tallahassee, FL 32301*

.2 Mechanical Engineer:

*Watford Engineering
David Watford, PE
2872 Madison Street
Marianna, FL 32446*

.3 Electrical Engineer:

*HG Consulting Engineers
Dan White, PE
142 Eglin Parkway
Fort Walton Beach, FL 32548*

§ 1.1.11.2 Consultants retained under Supplemental Services:

1. *Civil Engineering*

*Kimley-Horn
Cameron Snipes, PE
2615 Centennial Boulevard
Suite 200
Tallahassee, FL 32308*

2. *Data Communications, Security & Access Control
TBD*

3. *Food Service*

*Futch Design Associates, Inc.
Greg Futch, FCSI
7948 Goodwood Boulevard
Baton Rouge, LA 70806*

4. *Landscape Architecture*
Kimley-Horn
Shawn Kalbli, RLA, ASLA
2615 Centennial Boulevard
Suite 200
Tallahassee, FL 32308
5. *Acoustical & Audio Visual*
Chuck Walthal & Associates
200 Swift Creek Drive
Cantonment, FL 32533

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Exhibit A, Architects proposal and description of work.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits as set forth in Exhibit B.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits as set forth in Exhibit B.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits as set forth in Exhibit B.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits as set forth in Exhibit B.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Subsequent to receipt of the School Boards approval of the Schematic Design Documents the Architect shall submit the documents to the Florida Department of Education Facilities Department for review and approval prior to submission to the Special Facilities Committee.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
(Paragraphs deleted)

- .1 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The

Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and agreeable to the Owner.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

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or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

Init.

- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner & Architect
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	Architect if required
§ 4.1.1.4 Existing facilities surveys	NA
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	NA
§ 4.1.1.7 Development of Building Information Models for post construction use	NA
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	By Construction Manager
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	Architect

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	By Construction Manager
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect or Owner TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	NA
§ 4.1.1.26 Multiple bid packages	By Construction Manager
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect & Owner TBD
§ 4.1.1.29 Other services provided by specialty Consultants	See Exhibit A
§ 4.1.1.30 Other Supplemental Services	See Exhibit A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit A, *Architects proposal and description of work.*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A, *Architects proposal and description of work.*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

Init.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty (40) visits to the site by the Architect during construction. Bi-monthly per the DMS Fee Curve. 80 Site visits if Owner accepts proposes price for weekly site observations.
- .3 One(1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Six (26) months of the date of the Notice to Proceed subsequent to Legislative funding approval, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

Init.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, are to be provided by the Construction Manager. The Architect shall be allowed to depend on the accuracy of the Construction Manager's estimates during preparation and completion of the construction documents. If the lowest bona fide bids or negotiated proposals exceed the Owner's budget, and modifications to the construction documents are required to bring the project into alignment with the budget, the Architect shall be allowed to bill for the such changes as additional services pursuant to Section 11.3.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N.A.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N.A.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

(A percentage of the Owner's budget for the Cost of the Work, as calculated in accordance with the Florida Department of Management Services Fee Guidelines. See Exhibit A.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit A, Architects proposal and description of work.

Init.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Cost plus 20%

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<i>Fifteen</i>	percent (<i>15</i>	%)
Design Development Phase	<i>Twenty</i>	percent (<i>20</i>	%)
Construction Documents Phase	<i>Thirty-Five</i>	percent (<i>35</i>	%)
Procurement Phase	<i>Five</i>	percent (<i>5</i>	%)
Construction Phase	<i>Twenty-Five</i>	percent (<i>25</i>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit C, Architects Hourly Billing Rates

Employee or Category	Rate (\$0.00)
See Exhibit C, Architects Hourly Billing Rates	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus *ten percent (10 %)* of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N.A.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of *Zero Dollars and Zero cents (\$ 0.00)* shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid *thirty (30)* days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Seven % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
 - Exhibit A: Architects Proposal Letter
 - Exhibit B: ACORD Insurance Certificates
 - Exhibit C : Architects Hourly Billing Rates
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mr. Leroy McMillan, Chairman
Gadsden County School Board
Gadsden County Public Schools

(Printed name and title)



ARCHITECT *(Signature)*

Jack Deyatte Baker, AIA, FCP (AR96312)
President
DAG Architects, Inc.

(Printed name, title, and license number, if required)

SUPERINTENDENT *(Signature)*

Mr. Elijah Key, Superintendent
Gadsden County School Board
Gadsden County Public Schools

(Printed name and title)



EXHIBIT A

March 2, 2022 (Revised 11.14.22)

Destin
Tallahassee
Pensacola
Panama City

Mr. Bill Hunter
Director of Facilities
Gadsden County Public Schools 35
Martin Luther King Jr. Blvd Quincy,
FL 32351

Re: New Gadsden K8 School
Proposal for Professional Architectural Services

Dear Bill,

The DAG Architectural team is excited to have been selected to provide professional services for your new K8 School and we are very appreciative of this opportunity. The School District of Gadsden County is an important client for the DAG team, and it is our goal to provide exceptional design and customer service as we embark on this new relationship.

One service we will be providing through the design of this facility as part of our Basic Services is design review and compliance with the nationally recognized Crime Prevention through Environmental Design (CPTED) precepts as well as the Florida Safe Schools. As designated Florida CPTED Practitioners, we will pay close attention during the design of the project to ensure that our nation's most valuable resource, our children, are housed in a safe facility.

Consultants:

The following consultants will be under direct contract with us:

- Associated Architects
- Civil Engineer:
- Structural Engineer:
- Mechanical Engineer:
- Electrical Engineer:
- Technology & Security Consultant:
- Landscape Architect:
- Acoustical & AV Consultant:
- Food Service Design:
- Fitzgerald Collaborative
- Kimley-Horn Engineering
- Pennoni Associates
- David Watford Engineering
- HG Consulting Engineers
- To Be Determined
- Kimley-Horn Engineering
- Chuck Walthal Associates
- To Be Determined

1223 Airport Road
Destin, Florida
32541
850.837.8152
AA-C000745
www.dagarchitects.com

Project Scope:

Our understanding is that the work will consist of the master planning, programming, design, construction documentation and construction administration for a new K8 school to be on the existing James A. Shanks Middle School site at 1400 King Street in Quincy Florida. We further understand that the campus will remain in operation during construction activities to build the new buildings and amenities.

We are also aware that the project will be funded by the Florida Special Facilities Account with its attendant submittal and legislative approval requirements. We are intimately familiar with the Special Facilities funding process and feel obligated to mention a few salient issues that will affect the submittal, design, and construction process:

- Several items that in the past have been included in calculating the student station cost have been removed. We need to make sure that this has been addressed in your Plant Survey.
- The submittal requirements for review by DOE and the Special Facilities Committee only require Phase I documents for submittal now. However, you have indicated that you would like to complete the design and construction documentation package if budget allows.

A. Programming and Building Information:

1. DOE Facilities and Planning will provide a Facilities Planning List for the project. Based on our experience this program may need to be modified to meet Gadsden County Public Schools requirements and to reduce the total amount of square footage for budget control reasons. Modifications to the DOE Program for the project will be performed in collaboration with School Board personnel, other stakeholders, and applicable Florida Department of Education SREF requirements. The school is to accommodate approximately 1,646 student stations which we anticipate will require approximately 250,000 gross square feet. The school is also to be designed as an Enhanced Hurricane Shelter Area (EHPA). It is anticipated that due to the site conditions that a two-story building configuration will be required. We understand that we are to proceed upon the assumption that the existing swimming pool will remain in its present location.

B. Site Information

1. The Project Site is in Gadsden County, Florida within the City of Quincy. The property borders King Street to the south and has a significant grade fall from the existing campus plateau to the north and northwest. It is bounded to the north by Fletcher Road and a few residential homes. Areas to the east and west contain residential homes. The areas immediately to the north and northwest are heavily forested. No information is available currently regarding water table or geotechnical subsurface information.

C. Building Design Information

1. Method of construction delivery will be by Construction Manager at Risk.
2. Design and Construction will comply with all applicable federal, state, and local building codes and ordinances including, but not necessarily limited to, the following:
 - i. The Florida Building Codes 6th Edition
 - ii. The Florida Fire Prevention Code 6th Edition
 - iii. NFPA 70 Electrical Code
 - iv. Florida State Requirements for Educational Facilities
3. Conventional building materials will be used for the construction of the project. Materials will be selected considering the Owner's budget, life cycle cost analysis, energy efficiency and aesthetics as prioritized by the Owner.
4. The Project is to be designed as an Enhanced Hurricane Protection Area (EHPA).
5. As required by State Statute the building will be designed to comply with the basic requirements of the Green Globes sustainable architecture model with no registration or certification.
6. It is anticipated that the desired building geometry would minimize the potential for interaction between the elementary and middle school students.
7. The Administration Wing, Cafetorium and Media Centers will be shared by all grade levels so they will need be so designed to keep separate the different age groups as much as practical.
8. The existing Gym is to remain and be renovated with a new entry addition to the south side. A new mini gym for elementary students will be included in the design.
9. All Elementary and Intermediate Classrooms K-5 will have unisex toilets at each classroom. Middle School toilets will have group toilets for each gender.
10. PE and sports fields are to be provided as follows:
 - i. One practice football field that can also accommodate soccer and lacrosse if desired.
 - ii. Fenced kindergarten play area

D. Owner's Preliminary Budget

1. Owner's building budget for new construction as set by DOE is \$60,094,901 including site development and site improvement costs. For remodeling and renovations to the existing Gym DOE has included \$5,615,882.
2. The budgeted amounts are to cover the Architectural and Engineering fees and Additional Services, Furniture, Fixtures and Equipment, Construction Costs and Owner's Contingency Fund.

E. Preliminary Schedule

1. The project must be Board approved NLT July 1, 2022 for submittal to DOE Special Facilities Committee for consideration.
2. Prior to that the Phase I plans must be approved by DOE Facilities. They require one month to review the Phase I documents which would mean the latest date to submit to them would be July 1, 2022.

3. Assuming the project receives legislative approval the first-year funds will not be encumbered until July 1, 2023. Working from this date and allowing 5 months for completion of the construction documents, one month for bidding and negotiations and 18 months for construction would result in a substantial completion date of July 1, 2025. If the District decides to move ahead to complete the construction documents earlier, then the substantial completion date could be approximately 5 months sooner. This assumes that the entire funding amounts will be available the first year. Obviously, this proposed schedule would have to receive the approval of the Construction Manager.
4. If the project is not approved the first year, then the timeline would shift one year from the above dates for each year unfunded.

F. Architect’s Fee Determination

We propose to perform Basic Architectural Services based on the State of Florida DMS fee curve as follows:

New Construction: \$46,910,647 @ DMS Curve “D” 5.84% =	\$2,740,257
Gym Remodeling: \$5,615,882 @ DMS Curve “C” 8.11% =	<u>\$ 455,185</u>
Total Basic Services Fee Amount	\$3,195,442

The Architects fee amount shall be adjusted based on the Guaranteed Maximum Proposal tendered by the Construction Manager and approved by the School Board.

The following Supplemental Services are proposed and required for the project:

1. Program Review and Adjustments: \$10,000.00
Programming review and potential revisions to the DOE Facilities List will be performed by the DAG Architectural Team in collaboration with Gadsden County Public Schools administrators, facilities personnel, instructional personnel, and other stakeholders designated by the School District.
2. Site Master Planning: \$30,000.00
This work will be performed by the DAG Architectural team. A significant amount of design attention will need to be required to deal with the significant elevation differences across the existing site and developing a phasing plan for the campus build out and demolition of the existing buildings.

Other supplemental or additional services allowed by the DMS Fee Guide that most likely will be required for the project are as follows. These fees will be in addition to the Basic Services listed above:

- Architectural Interior Design
- Architects weekly site observations in lieu of bi-monthly
- Civil Engineering Design
- Life Cycle Cost Analysis required by the Florida Energy Code & SREF

- Florida Energy Efficiency Compliance Forms required by the Florida Energy Code
- Electrical Site Utility Infrastructure Improvements if required
- Site Lighting Design
- Technology and Data design
- Security, secure entry, access control and security camera design per State Statute
- Light harvesting modeling as required by the Florida Energy Code
- Lightning Protection
- Landscape & Irrigation Design
- Sustainable Design per State Statute
- Renderings/Models of the project
- Food Service Design
- Acoustical & Audio-visual design
- 11-month warranty walk through by AE team – no charge
- Mechanical & Electrical commissioning – By Owner
- Site Environmental Assessments – By Owner
- Threshold Inspections – By Owner
- Surveying, Topographical and site improvements – By Owner
- Geotechnical investigations – By Owner
- Construction Testing – By Owner
- Test and balancing HVAC systems – By Owner
- Toxic or Hazardous Materials Investigations/Abatement – By Owner
- Detailed Cost Estimates – By Construction Manager

We look forward to getting fully started on this project and working with the Facilities Planning Office to make this a benchmark school for the District. Thank you again for your trust and confidence in the DAG Architectural Team.

Please don't hesitate to contact us if you have any questions at 850.217.1769.

Best regards,



Jack Deyatte Baker AIA, FCP
DAG Architects, Inc.
President

Cc: Roger Godwin, AIA, LEED AP
Charles Clary, AIA
Tom Miller, AIA Project Manager
Gail Ennis, Finance Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:																						
INSURED DAG Architects, Inc. 1223 Airport Road Destin, FL 32541		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td colspan="2">INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td colspan="2">INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td colspan="2">INSURER D : Interstate Fire & Casualty Company</td> <td>22829</td> </tr> <tr> <td colspan="2">INSURER E : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td colspan="2">INSURER F : Certain Underwriters at Lloyds</td> <td>1122</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Phoenix Insurance Company		25623	INSURER B : Travelers Property Cas. Co. of America		25674	INSURER C : Travelers Casualty and Surety Company		19038	INSURER D : Interstate Fire & Casualty Company		22829	INSURER E : Travelers Indemnity Company		25658	INSURER F : Certain Underwriters at Lloyds		1122
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6800J802994	05/11/2021	05/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA7R792480	05/11/2021	05/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CUP9254Y601	05/11/2021	05/11/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9M967508	05/11/2021	05/11/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			USF00794221	03/31/2021	03/31/2022	\$5,000,000 per claim
F	Cyber Liability			ESJ0228569198	02/19/2021	02/19/2022	\$5,000,000 annl aggr. \$1,000,000 per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER <p style="text-align: center;">For proposal purposes</p>		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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DAG Hourly Billing Rates

Destin
Tallahassee
Pensacola
Panama City
Panama City Beach
Atlanta

Principal	\$200 per hour
Associate Principal	\$150 per hour
Senior Architect	\$135 per hour
Project Manager	\$125 per hour
Project Architect	\$125 per hour
Interior Designer	\$125 per hour
Senior Architectural Staff	\$100 per hour
Senior Interior Design Associate	\$100 per hour
Architectural Staff	\$ 75 per hour
Interior Design Associate	\$ 75 per hour
Administrative Staff	\$ 50 per hour



AIA[®] Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Gadsden County K8 School
1400 W. King Street
Quincy, FL 32351

AGREEMENT INFORMATION:
Date: 03.03.22

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 07.14.22

OWNER: *(name and address)*
Gadsden County District Schools
35 Martin Luther King Blvd.
Quincy, FL 32351

ARCHITECT: *(name and address)*
DAG Architects, Inc
1223 Airport Road
Destin, FL 32541

The Owner and Architect amend the Agreement as follows:
Supplementary services related to Special Facilities Deferment resolution.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Twenty Nine Thousand Eight Hundred Thirty-Seven Dollars and 50 cents (\$29,837.50)

Schedule Adjustment:
None

SIGNATURES:

DAG Architects, Inc
ARCHITECT *(Firm name)*

SIGNATURE
Jack Deyatte Baker, President
PRINTED NAME AND TITLE

07.14.22
DATE

Gadsden County School District
OWNER *(Firm name)*

SIGNATURE
Leroy McMillan, Chairman
PRINTED NAME AND TITLE

DATE

Gadsden County School District
OWNER *(Firm name)*

SIGNATURE
Elijah Key, Superintendant
PRINTED NAME AND TITLE

DATE



AIA[®] Document G802[™] – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Gadsden County K8 School
1400 W. King Street
Quincy, FL 32351

AGREEMENT INFORMATION:
Date: 03.03.22

AMENDMENT INFORMATION:
Amendment Number: 002
Date: 09.22.22

OWNER: *(name and address)*
Gadsden County District Schools
35 Martin Luther King Blvd.
Quincy, FL 32351

ARCHITECT: *(name and address)*
DAG Architects, Inc
1223 Airport Road
Destin, FL 32541

The Owner and Architect amend the Agreement as follows:
Add Services for various activities as set forth in the Contract and Proposal Letter.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Four Hundred Eighty Six Thousand Two Hundred Seventy Seven Dollars (\$486,277.00)

Schedule Adjustment:
None

SIGNATURES:

DAG Architects, Inc
ARCHITECT *(Firm name)*

SIGNATURE
Jack Deyatte Baker, President
PRINTED NAME AND TITLE

09.22.22
DATE

Gadsden County School District
OWNER *(Firm name)*

SIGNATURE
Leroy McMillan, Chairman
PRINTED NAME AND TITLE

DATE

Gadsden County School District
OWNER *(Firm name)*

SIGNATURE
Elijah Key, Superintendent
PRINTED NAME AND TITLE

DATE

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: November 22, 2022

TITLE OF AGENDA ITEM: Request to Award RFP 2022-0004 Door Replacement Project-Phase II at Havana Magnet School and Request for Purchase Order

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for Board approval for the awarding of RFP 2022-0004 Door Replacement Project – Phase II at Havana Magnet School and the approval of a purchase order issued to Moore Doors and Specialties, Inc. This project includes the provision of labor and materials to remove the existing doors and install new doors and related hardware at select locations at Havana Magnet School. This request also includes an initial change order to the pending award reducing it from \$201,917.00 to \$189,010.00 for a change on the grade of door. This request also includes a second change order increasing it from \$189,010.00 to \$215,920.00 for the removal and replacement of the interior classroom doors in Building #6. Attached are the following documents: a copy of the RFP, Addendum #1 to the RFP, price sheet submitted by Moore Doors and Specialties, Inc., award authorization form, Change Order #1, a revised price sheet submitted by Moore Doors and Specialties, Inc. and Change Order #2.

FUND SOURCE: ESSR 2

AMOUNT: \$215,920.00

PREPARED BY: Bill Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

3 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered on each of the three signature pages

CHAIRMAN'S SIGNATURE: page(s) numbered on each of the three signature pages

REVIEWED BY: _____

*Request for Proposals (RFP)
For the*

Gadsden County School District's

***PHASE II, DOOR REPLACEMENT PROJECT
Havana Magnet School***



**Located at
1210 Kemp Rd., Havana, FL 32333,
Gadsden County Florida**

Date Issued: 9/9/2022

Date Due: 11/3/2022

RFP Number: 2022-0004

GCS's Purchasing Department Attn: Andrea Lawson

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287 , E-mail: lawsona@gcpsmail.com

ADVERTISEMENT

The Gadsden County School Board

Is seeking qualified Door and Hardware Contractors to provide full, turnkey service for the following: The Havana Magnet School Phase II of the door replacement project.

The purpose of this solicitation is to establish a contract with a qualified Door & Hardware Contractor to provide DOOR AND HARDWARE REPLACEMENT AS SPECIFIED IN THE PROJECT DOCUMENTS. The project includes the removal of old and the installation of new doors and associated hardware for a complete turnkey job.

Proposers must meet the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR
3. Properly insured
4. Bondable

A bid package containing the Project Documents may be picked up at the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by e-mailing lawsona@gcpsmail.com. Participants must thoroughly familiarize themselves with all instructions in the bid package to be responsive.

Proposals must be delivered to the Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **11/3/2022**. Proposal will be opened on **11/3/2022** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

Please direct all questions by e-mail to: Andrea Lawson, E-mail: lawsona@gcpsmail.com

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

SCHEDULE OF EVENTS

Summary: A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

Schedule of Events

Description	Date	Time
Public posting	<u>9/9/2022</u>	<u>8:00 am</u>
Last day for written inquiries	<u>10/7/2022</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>10/12/2022</u>	<u>5:00 pm</u>
Proposal due date	<u>11/3/2022</u>	<u>1:45 pm</u>
Proposal opening	<u>11/3/2022</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>11/3/2022</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>11/29/2022</u>	<u>6:00 pm</u>

Site visits may be scheduled through the Maintenance office by calling (850) 627-9888.

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP document.

INSTRUCTIONS TO PROPOSERS

PART 1 – GENERAL CONDITIONS

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through GCPS' Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this RFP, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts. *F.S. 1010.04*
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
- A. If you are not a registered GCPS vendor, you will need to complete the W-9 form and return it to GCPS Purchasing office.
- B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCPS Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCPS shall not be responsible for providing addendums to proposers that are not registered.
- A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$25,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
- A. Competitive bids are mailed, emailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors must be submitted to the District for approval prior to the first payment.
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
- A. All proposers will check in with the Facilities Office before arriving at any of GCPS sites.
- B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.

- C. **Contact, communication, videotaping or photographs of students or other staff is strictly prohibited.**
 - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E. District personnel are not authorized to interpret, clarify, or modify the RFP in any way.
 - 1. All interpretations, clarifications, or modifications shall be by mean of an addendum issued from GCPS purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services.
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A. Examined all Documents thoroughly.
 - B. Visited the site(s) to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance in providing the services.
 - C. Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the RFP shall be submitted only through GCPS Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCPS Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - B. Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments to the RFP:** The Owner reserves the right to revise or amend the RFP prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of the RFP may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
- 1.12 **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.

- A. **Bid Bonds:** The Gadsden County School Board policy requires a Bid Bond of 10% on all projects \$25,000 and up.
- B. **Performance and Payment Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05*.
1. For Work \$100,000 and above, a payment and performance bond shall be required unless specified otherwise.
 2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
 - a. Mechanical
 - b. Electrical
 - c. Plumbing
 - d. Roofing
 - e. Shell and Concrete
 3. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
 4. **When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.**
 5. The respective performance and payment bonds shall:
 - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
 - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
- C. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department

of Financial Services or a copy of the employer's authority to self-insure. F.S. 440 and 489.114.

- a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by F.S. 440.
2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
 - a. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
- 1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
 - 1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
 - 1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*
 - A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.
 - 1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.
 - A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.
 - 1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law

Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the GCPS to contract with your company. By responding to this Invitation to Bid, you agree to abide by all GCPS policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

Where: School Board of Gadsden County – Walker Administration Building
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

When: Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

Contact: Human Resources Department @ 850-627-9651

- 1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this RFP.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
 1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.

- 1.25 **Direct Purchase:** If requested, the proposer shall include in its proposal the cost of any equipment, materials, or labor. GCPS shall be allowed to purchase any number of items it chooses to directly, as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** RFP's must contain an original manual signature of an authorized representative. Failure to properly sign the RFP may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the RFP.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete and signed Package as specified on page two (2).
- 1.28 **Preparation Costs:** GCPS shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCPS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCPS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCPS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCPS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by GCPS.
- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each RFP as required by *255.0518 F.S.* and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.

- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
 - B. The review committee will select one Contractor to recommend to the Board for award and reserves the right not to base award exclusively on price.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCPS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCPS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon completion of negotiated benchmarks.

- A. Payment negotiation shall occur prior to signing of Agreement and shall become part of the Agreement.

- 1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

- 1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received by the GCPS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

End of Part One

PART 2 – RFP REQUIRED FORMATTING

2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper or same size electronically in PDF formatting, arranged in the same order as listed in this RFP. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**

- A. **Cover Page: (5 points)** The cover page shall identify
 - 1. Company Name
 - 2. Due date and time
 - 3. RFP number
 - 4. The Owner's name, Gadsden County School Board
- B. **Insurance: (5 points)** Copy of all certificates of insurance shall be provided. Include copy of DBPR license status from their web page if applicable and if available a BBB report.
- C. **Bonding: (5 points)** Provide a letter of intent from a surety company acknowledging the firm may be bonded for the maximum amount of the project.
- D. **Addendum to Bid: (5 points)** Print and sign all addenda.
- E. **Drug Free Work Place Form: (5 points)** Include a signed copy.
- F. **Public Entity Crimes Form: (5 points)** Include a signed copy.
- G. **Minority and Woman Owned Businesses Form: (5 points)** Include a signed copy.
- H. **Debarment Certification Form: (5 points)** Include a signed copy.
- I. **Conflict of Interest Form: (5 points)** Include a signed copy.
- J. **Vendor Registration/W-9 Form: (5 points)** Include a signed copy.
- K. **Bid Proposal Form: (50 points)**

2.2 Once the proposal is ready to submit, it should be sealed in an envelope or boxed for ease of delivery and storage. It is required that the proposer label the outside of the envelope or box using the label provided herein. The number of proposal copies is specified in section 1.27.

2.3 Include in the Bid Proposal Form individual cost for each door set that includes materials, and labor.

2.4 Required Forms:

FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

Solicitation Addendum No. _____

Date: _____

RFP No. _____

Project Name: _____

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	_____
	A	_____
2	Q	_____
	A	_____
3	Q	_____
	A	_____
4	Q	_____
	A	_____
5	Q	_____
	A	_____
6	Q	_____
	A	_____
7	Q	_____
	A	_____
8	Q	_____
	A	_____

Preparer's Name _____

Date _____

Authorizing Agent _____

Date _____

NOTE: This document must be signed and included with your Bid

FORM 00450

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes _____ N/A _____

If **yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

FORM 00451

SWORN STATEMENT UNDER SETION 287.133 (3) (A)
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for:

2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

3. My name is _____ and my relationship to the entity named above is _____ (title).

4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA

COUNTY OF: _____

Notary Public

My Commission expires: _____

FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words, and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a)

certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) “Minority person” means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
 - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
 - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
 - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
 - e. An American woman.
- (4) “Certified minority business enterprise” means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) “Department” means the Department of Management Services.
- (6) “Ombudsman” means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) “Financial institution” means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) “Secretary” means the secretary of the Department of Management Services.
- It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

FORM 00453**INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT
Suspension, Ineligibility, and voluntary exclusion
Lower tier covered transactions

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

(1) The Prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Printed Names and Title

Signature

Date

FORM 00454

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

- I, (printed name) _____, am the (Title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____
 Address _____ City _____ State _____ Zip Code _____
 and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;
- Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
 Printed Name _____
 Firm Name: _____
 Date: _____

STATE OF _____
 COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

 Notary Public – State of _____
 Type or print name: _____

(Seal)

Commission No.: _____
 Commission Expires: _____

<p>Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give form to the requester. Do not send to the IRS.</p>
<p>Print or type instructions on page 2. See Specific</p>	<p>Name (as shown on your income tax return)</p>	
	<p>Business name, if different from above</p>	
	<p>Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶</p>	
	<p>Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>
	<p>City, state, and ZIP code</p>	
<p>List account number(s) here (optional)</p>		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<p>Social security number</p> <p>.....</p>	<p>or</p>
<p>Employer identification number</p> <p>.....</p>	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BID
PHASE II, DOOR REPLACEMENT PROJECT – HAVANA MAGNET SCHOOL

(TO BE COPIED BY THE BIDDER ON THEIR LETTERHEAD AND SUBMITTED)

TO: Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

FROM: _____

Vendor ID: _____

Office: _____

Cell: _____

E-mail: _____

Gentlemen:

I have received the Project Documents entitled “_____”
dated _____ as prepared by _____. I have also received the
following Addenda numbers _____, _____, _____, _____, _____, _____, and have included their provisions in my proposal.
I have examined all the Project Documents and the site and submit the following BID. \$ _____

Please include per set pricing.

Set # 1 \$ _____	Set # 2 \$ _____	Set # 3 \$ _____	Set # 4 \$ _____
Set # 5 \$ _____	Set # 6 \$ _____	Set # 7 \$ _____	Set # 8 \$ _____
Set # 9 \$ _____	Set # 10 \$ _____	Set # 11 \$ _____	Set # 12 \$ _____
Set # 13 \$ _____	Set # 14 \$ _____	Set # 15 \$ _____	Set # 16 \$ _____
Set # 17 \$ _____	Set # 18 \$ _____	Set # 19 \$ _____	

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written “Notice to Proceed” and to substantially complete the project on or before the date specified in the Contract Documents.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____, A.D., 20_____.

Authorizing Signature

(SEAL)

Date

FORM 00457

IDENTIFICATION LABEL

NOTICE TO ALL PROPOSERS: A label has been provided to properly identify your bid. Place the proposal in a sealed envelope, complete the label, and affix it to the front of the box.

The Superintendent’s office is open 8 a.m. – 5:00 p.m. Monday through Friday. If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope or box.

SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	
Proposal Title:	_____		
RFQ Number:	_____		
Opened Date:	_____		
From:	_____		
Address:	_____		

Deliver To:	School Board of Gadsden County Finance / Purchasing Department 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351		
SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	

End of Part Two

PART 3 – GENERAL REQUIREMENTS

- 3.1 **Summary:** The purpose of this solicitation is to establish a contract with a qualified Door and Hardware Contractor to provide DOOR AND HARDWARE REPLACEMENT AS SPECIFIED IN THE PROJECT DOCUMENTS. The proposal shall include all specified or implied materials and equipment necessary for a complete turnkey installation.
- 3.2 **Scope of Work:** General requirements for the scope of work by the awarded contractor, includes contractor verification of all sizes and materials required for each opening prior to ordering materials. The contractor shall provide the Owner, in writing, any changes deemed necessary that are not included in the Door and Hardware Schedule. All changes must be approved by Owner in writing prior to ordering.
- A. **Hours:** Work within the 22-23 school year, August 10, 2022 thru May 31, 2023, shall be performed outside of normal school hours where students are present, which is from 8:30AM – 3:45PM, M-F.
1. Exceptions: The contractor can schedule work between the hours of 8:30Am and 3:45PM on holidays and weekends.
 2. There will be no time restrictions during summer break, which starts June 1, 2023 – TBA (date in August).
- B. **Safety and Security:** The Safety and Security of the immediate work site shall be the Contractor's responsibility. While the Owner will make every effort to work with the Contractor, there will be times such as change of class where the Contractor will be required to pause work to allow student traffic/activities.
1. On site materials do not become the responsibility of the Owner until fully installed.
 2. On-site storage will be allowed only in Owner designated areas and shall be fenced.
 3. Storage containers shall be the contractor's responsibility.
 4. The Contractor shall assure project doors can be secured at the end of each day before leaving the site.
 5. The Contractor shall assure perimeter fencing has been secured at the end of each day before leaving the site.
- C. **Demolition:** This project includes demolition and disposal of existing doors and associated hardware as specified elsewhere.
1. The Contractor shall be required, prior to the disposal, to remove all hardware from doors and turn over to the Owner to salvage any useful items. Hardware not salvaged by the Owner will be disposed of by the Contractor.
- D. **Installation:** The Contractor will work with the Owner in retrofitting the existing door openings. The contractor shall demonstrate satisfactory operation of the doors and hardware prior to final payment. All inspections shall be performed by the Director of Facilities for the Gadsden County School Board or his designee.

1. It shall be the contractor's responsibility to remove and reinstall any security system contacts or wiring that may be involved in the door replacement.
- E. **Keying of new locks:** The contractor is required to have all new cores keyed as specified in the Key Schedule.
1. Cores can be factory keyed or contracted out to a licensed and bonded locksmith. The key schedule will be provided to the company keying the cores.
- F. **Toilet Facilities: Use of the schools restrooms is strictly prohibited.** The Contractor shall provide temporary toilet facilities for their workers. Location shall be coordinated with the Owner.
- G. **Site Cleanup:** Site cleanup shall be done daily. The Contractor is responsible for providing their own dumpster. **Use of the schools dumpster is strictly prohibited.**
- 3.3 **Project Specifications:** The majority of phase II are interior wood doors. All interior wood doors are to be factory finished. Door stops shall be confirmed for every door. If existing stops are present, new stops need not be installed.
1. Any new materials not installed shall be turned over to the owner as part of the project.
- A. **Interior Solid Core Wood Doors:** Comply with ANSI/WDMA I.S. 1-A
1. Door faces shall be rotary cut natural Birch
 2. Grade AA
 3. Construction PC-5 (Particleboard Core, 5-ply)
 4. Pre-Finished Clear
- B. **Locks:** All locks are to be provided with an N-4 Keyway "0" bitted core.

End of Part Three

PART 4 – DOOR AND HARDWARE SCHEDULE

Set # 1	
Qt.	Description
-	Steel Jamb, 3' opening - Classroom
1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass RHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CL3352 NZD 626 Intruder classroom w/ 0 Bitted Core
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer

Doors with set #1:

402	703	711	802	810	815	907	1007	1017	1021
1022	1116	1227	1233						

Set # 2	
Qt.	Description
-	Steel Jamb, 3' opening - Classroom
1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass LHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CL3352 NZD 626 Intruder classroom w/ 0 Bitted Core
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer

Doors with set #2:

403	709	806	812	819	906	1004A	1005	1011	1018
1019	1020	1102	1103	1104	1203	1203A	1206	1228	1230

Set # 3	
Qt.	Description
-	Steel Jamb, 3' opening – Classroom Storage
1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass RH
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CL3355 NZD 626 classroom w/ 0 Bitted Core

Doors with set #3:

105	205	712	803	820	821	1010	1014	1122	1214
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Set # 4	
Qt.	Description
-	Steel Jamb, 3' opening – Classroom Storage
1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass LH
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CL3355 NZD 626 classroom w/ 0 Bitted Core

Doors with set #4:

112	213	702	718	719	813	817	818	1006	1013
1014	1216	1223A							

Set # 5	
Qt.	Description
-	Steel Jamb, 3' opening - Storage
1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 RHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CL3357 NZD 626 Storeroom w/ 0 Bitted Core
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer

Doors with set #5:

125	131A	132	706	714	805	908	1112	1202	
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Set # 6	
Qt.	Description
-	Steel Jamb, 3' opening - Storage
1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 LHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CL3357 NZD 626 Storeroom w/ 0 Bitted Core
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer

Doors with set #6:

104	1105	1112A	1229A						
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Set # 7	
Qt.	Description
-	Steel Jamb, 6' opening - Classroom
2	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass RHR
2	Pemko CFM83HD CLR Continuous Hinge
2	Rockwood 585-12 Surface Bolt
1	Door manufacturer provided Astragal 84 inch Clear Finish
1	Corbin Russwin CL3352 NZD 626 Intruder classroom w/ 0 Bitted Core
2	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer

Doors with set #7:

203	715	809	1004	1015	1119	1119A	1120	1121	1121A
1127									

Set # 8	
Qt.	Description
-	Steel Jamb, 5' opening - Classroom
2	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass LHR
2	Pemko CFM83HD CLR Continuous Hinge
2	Rockwood 585-12 Surface Bolt
1	Door manufacturer provided Astragal 84 inch Clear Finish
1	Corbin Russwin CL3352 NZD 626 Intruder classroom w/ 0 Bitted Core
2	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer

Doors with set #8:

1012									
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Set # 9	
Qt.	Description
-	Steel Jamb, 3' opening - Office
1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass RH
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CL3351 NZD 626 Office w/ 0 Bitted Core
1	Rockwood 404 US26D Solid Wall Stop

Doors with set #9:

109	115	117	133	134	303	905	1114	1234	
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Set # 10	
Qt.	Description
-	Steel Jamb, 3' opening - Office
1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass LH
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin CL3351 NZD 626 Office w/ 0 Bitted Core

Doors with set #10:

106	110	111	114	120	121	126**	127	131	204
209									

** NOTE: Room 126 is labeled 131

Set # 11	
Qt.	Description
-	Steel Jamb, 3' opening - Bathroom
	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0
	Pemko CFM83HD CLR Continuous Hinge
	Corbin Russwin CL3320 NZD 626 Bathroom w/ 0 Bitted Core

Doors with set #11:

107	128	708	716	808	903	1002	1107	1114A	1205
1209	1217								

Set # 12	
Qt.	Description
-	Steel Jamb, 3' opening - Bathroom
	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0
	Pemko CFM83HD CLR Continuous Hinge
	Corbin Russwin CL3320 NZD 626 Bathroom w/ 0 Bitted Core

Doors with set #12:

108	129	707	717	807	904	1003	1106	1114	1204
1207	1215	1229							

Set # 13	
Qt.	Description
-	Steel Jamb, 3' opening - Classroom
	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass
	Pemko CFM83HD CLR Continuous Hinge
	Corbin Russwin CL3355 NZD 626 LH w/ 0 Bitted Core

Doors with set #13:

202	208	212	210						
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Set # 14	
Qt.	Description
-	Steel Jamb, 3' opening - Classroom
	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass
	Pemko CFM83HD CLR Continuous Hinge
	Corbin Russwin CL3355 NZD 626 RH w/ 0 Bitted Core

Doors with set #14:

206	302	304							
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Set # 15	
Qt.	Description
-	Steel Jamb, 3' opening – Storeroom
1	HMD 18 GA 1 ¾, 6-0 x 7-0 GALV, A60 LHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1	Corbin Russwin CL3357 Storeroom w/ 0 Bitted Core
1	Pemko 216 AV 36" Mill Finish Door Bottom
1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #15:

917									
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Set # 16	
Qt.	Description
-	Steel Jamb, 3' opening – Storeroom
1	HMD 18 GA 1 ¾, 6-0 x 7-0 GALV, A60 RHR
1	Pemko CFM83HD CLR Continuous Hinge
1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
1	Corbin Russwin CL3357 Storeroom w/ 0 Bitted Core
1	Pemko 216 AV 36" Mill Finish Door Bottom
1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #16:

1001	1024								
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Set # 17	Qt.	Description
	-	Steel Jamb, 6' opening – Storeroom
	2	HMD 18 GA 1 ¾, 6-0 x 7-0 GALV, A60 RHR
	2	Pemko CFM83HD CLR Continuous Hinge
	2	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
	1	Corbin Russwin CL3357 Storeroom w/ 0 Bitted Core
	2	Pemko 216 AV 36" Mill Finish Door Bottom
	1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping
	2	Rockwood 585-12 Surface Bolt
	1	Door manufacturer provided Astragal 84 inch Clear Finish

Doors with set #17:

918	918A	918B							
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Set # 18	Qt.	Description
	-	Steel Jamb, 4' opening – Storeroom
	1	HMD 18 GA 1 ¾, 6-0 x 7-0 GALV, A60 LHR
	1	Pemko CFM83HD CLR Continuous Hinge
	1	Corbin Russwin DC 6210 M54 689 TRI PACK Door Closer
	1	Corbin Russwin CL3357 Storeroom w/ 0 Bitted Core
	1	Pemko 216 AV 36" Mill Finish Door Bottom
	1 Set	Pemko 303 AV 7284 Mill Finish Weather Stripping

Doors with set #18:

917A									
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Set # 19	Qt.	Description
	-	Steel Jamb, 3'6" opening - Classroom
	1	Solid Core, Prefinished Natural 1 ¾ Wood, 3-0 x 7-0 w/4" x 24" Light w/Glass RHR
	1	Pemko CFM83HD CLR Continuous Hinge
	1	Corbin Russwin CL3355 NZD 626 classroom w/ 0 Bitted Core

Doors with set #19:

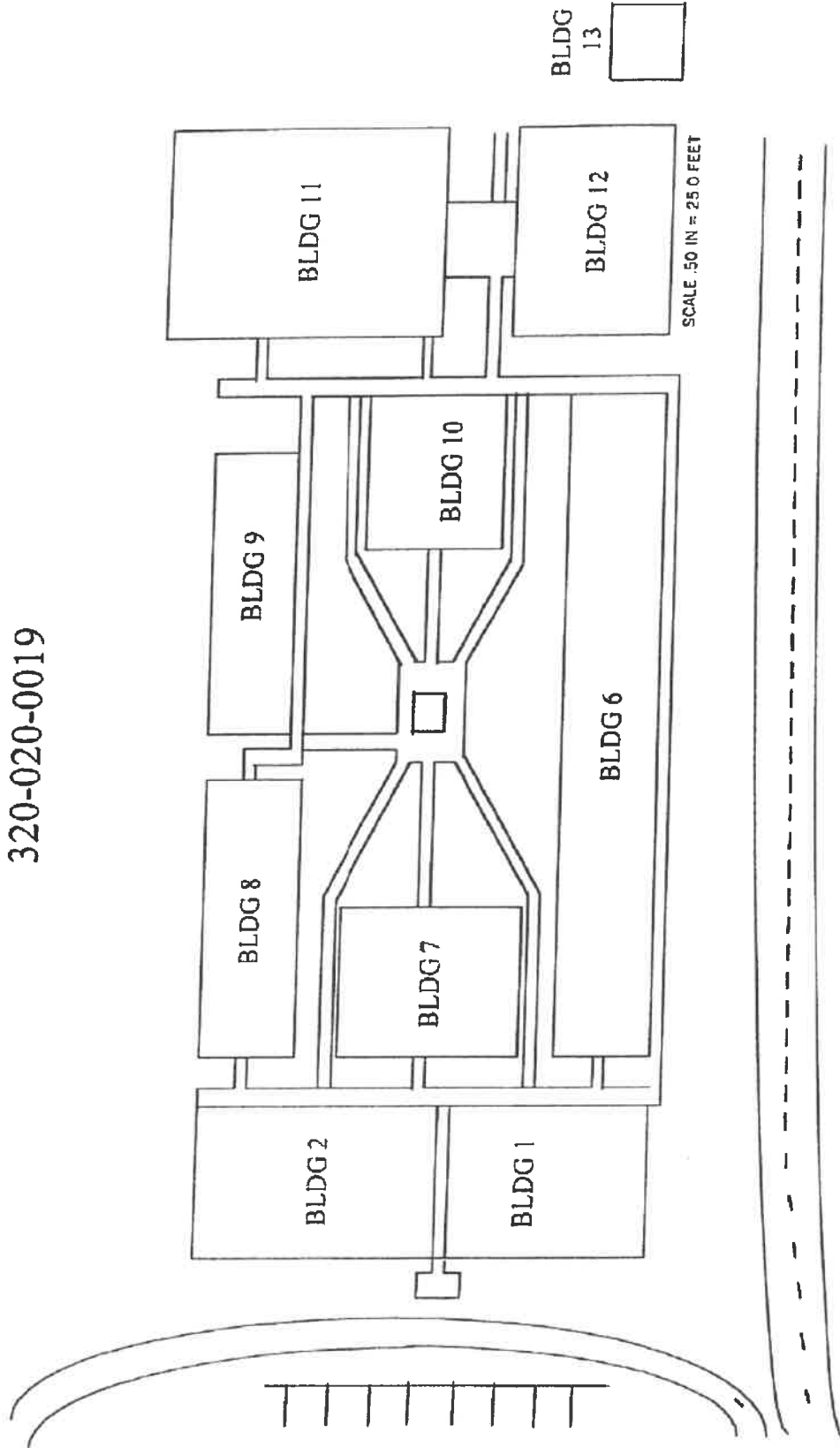
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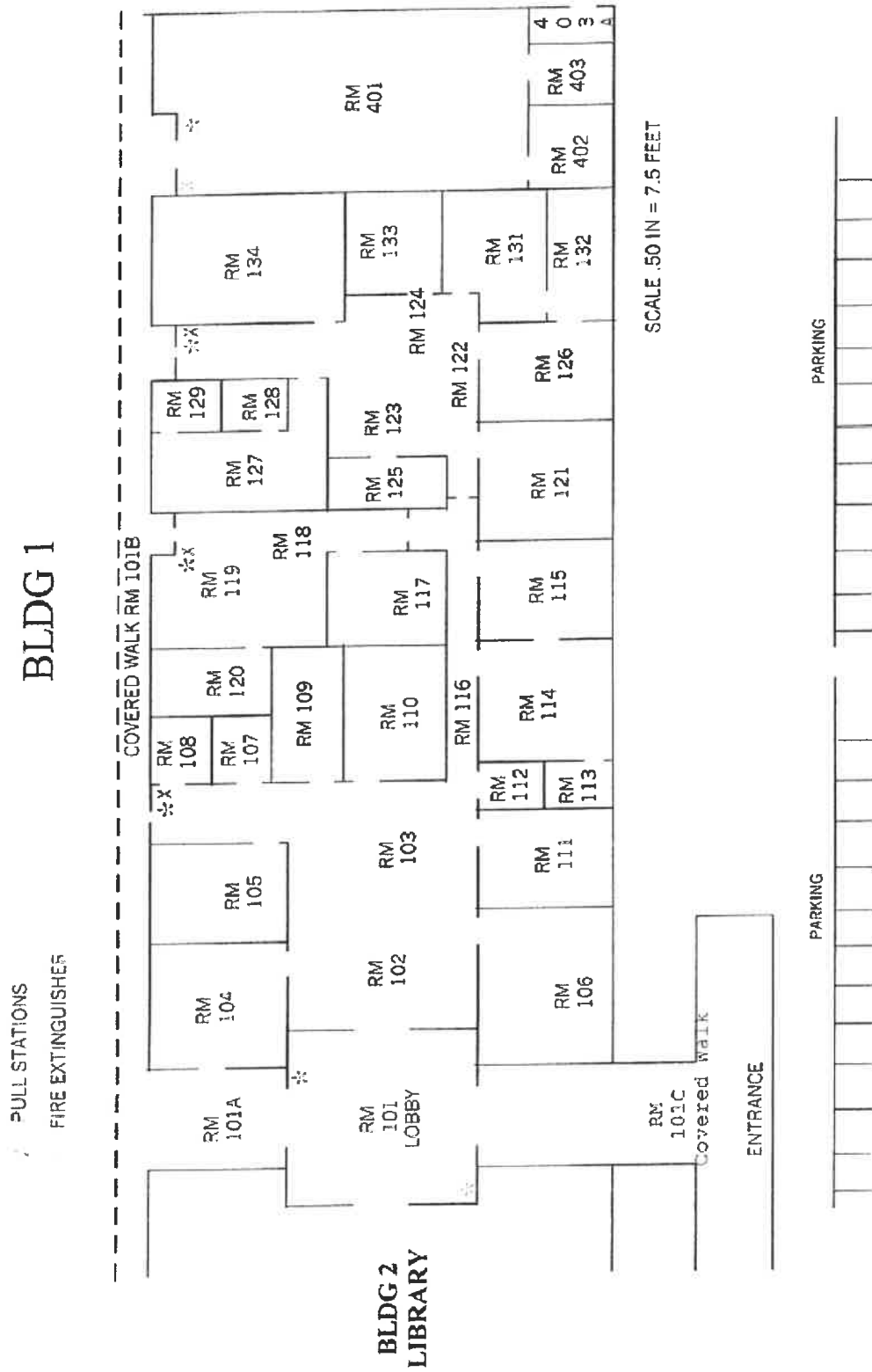
End of Part Four

PART 5 – SITE PLANS

HAVANA MIDDLE SCHOOL

320-020-0019

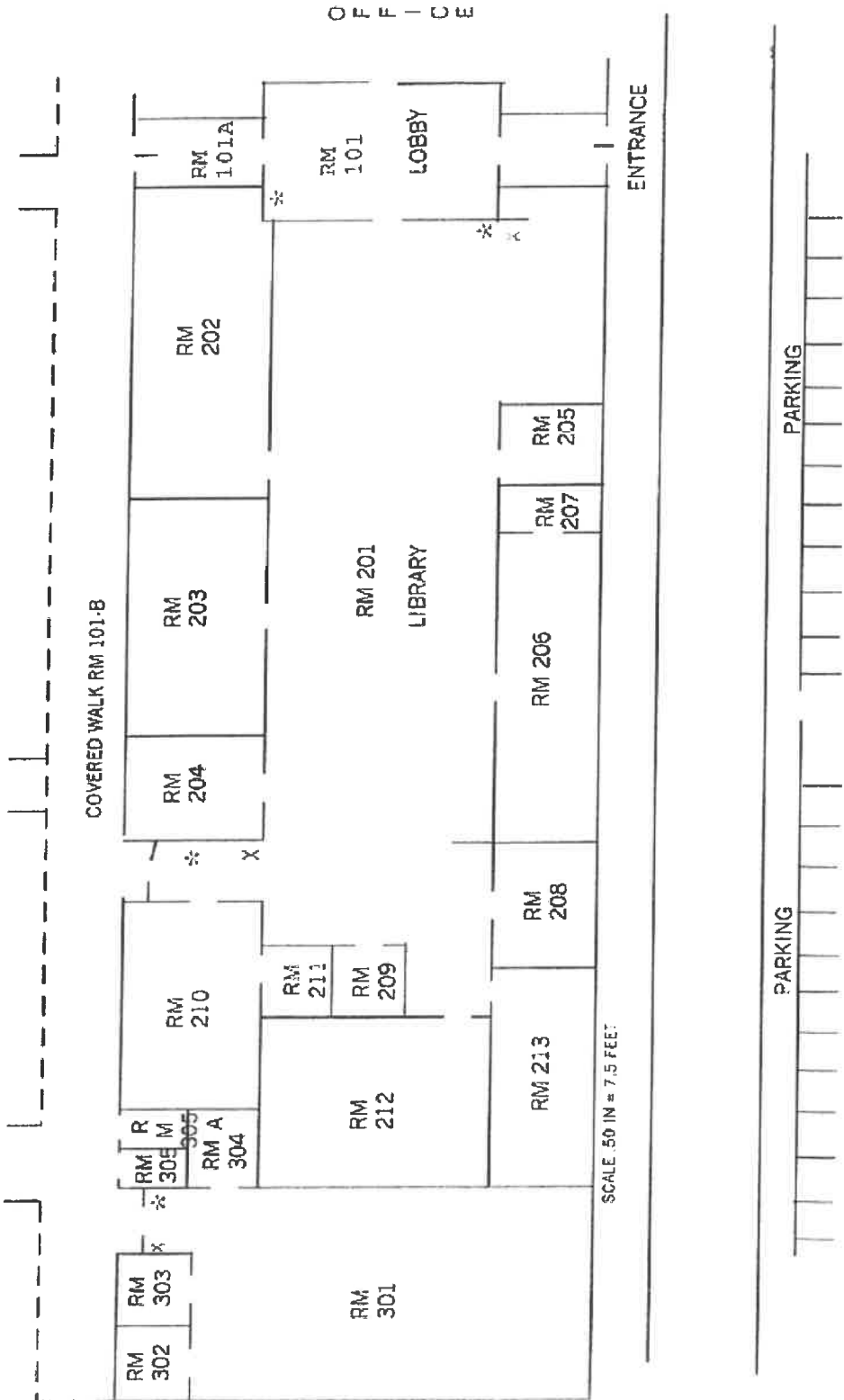




BLDG 2

PULL STATIONS

FIRE EXTINGUISHER



O F F I C E

ENTRANCE

PARKING

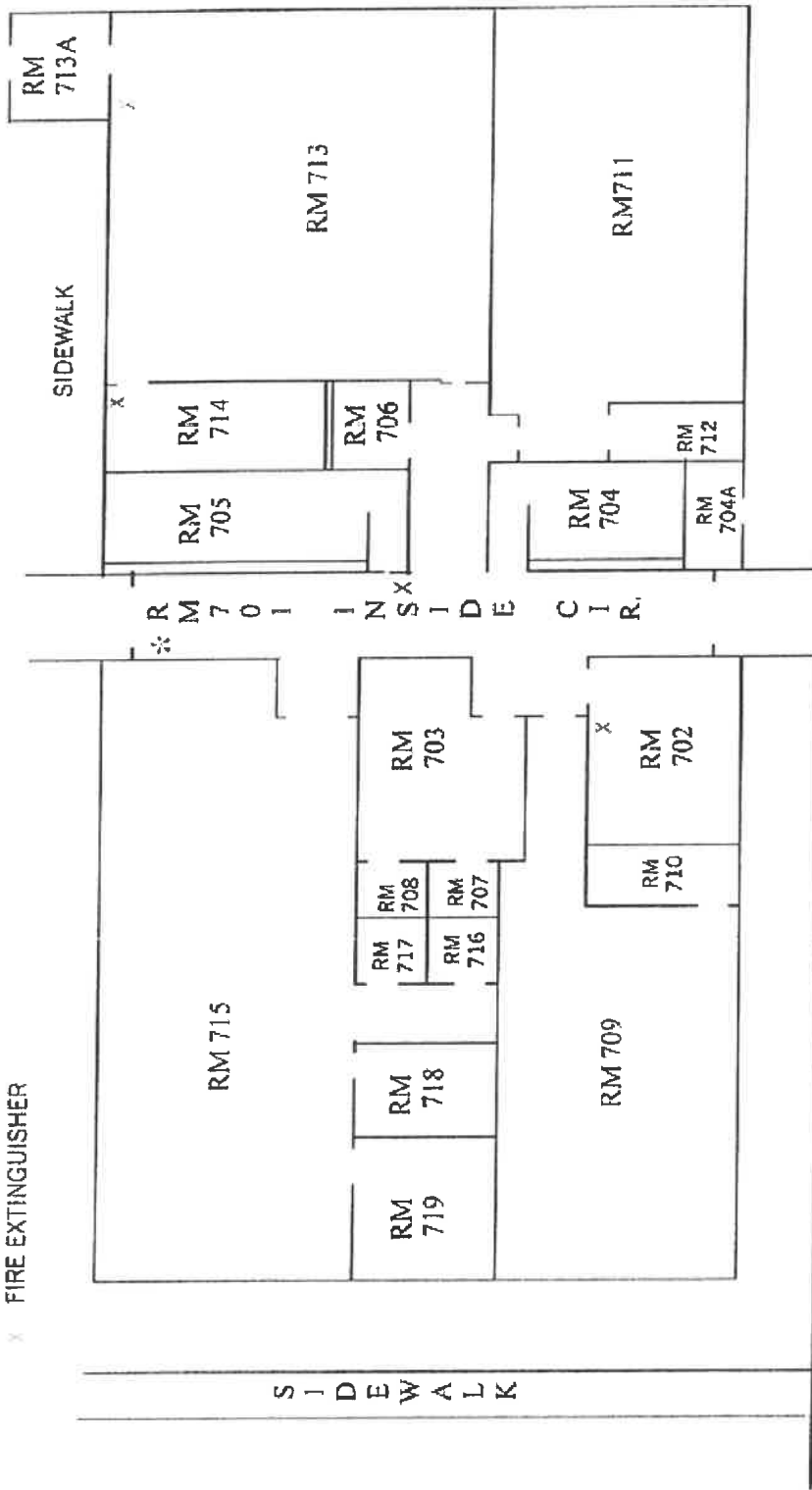
PARKING

SCALE .50 IN = 7.5 FEET

BLDG 7

* PULL STATIONS

x FIRE EXTINGUISHER

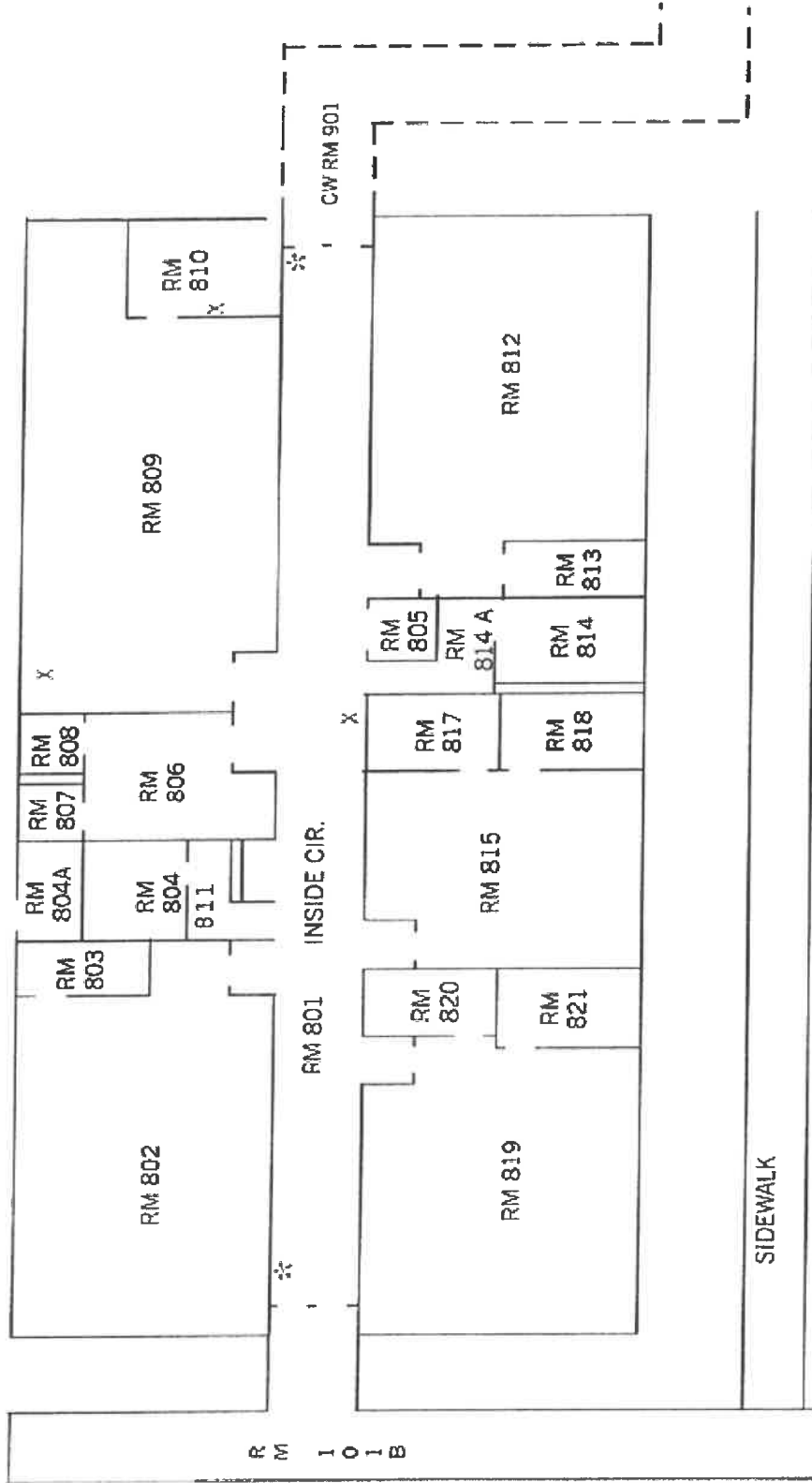


CW 101-B

SCALE .50 IN = 7.5 FT

FRONT OF BUILDING

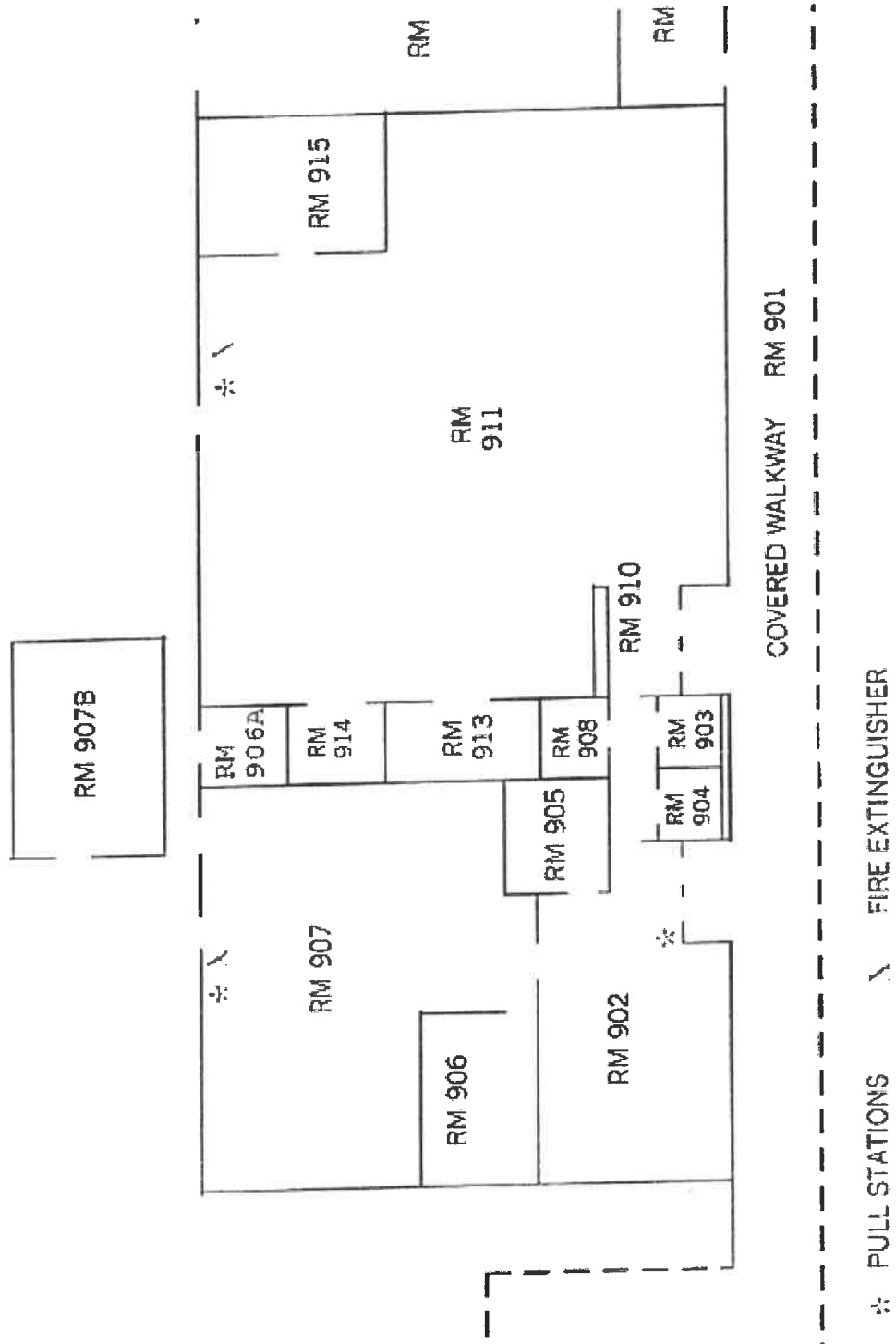
BLDG 8

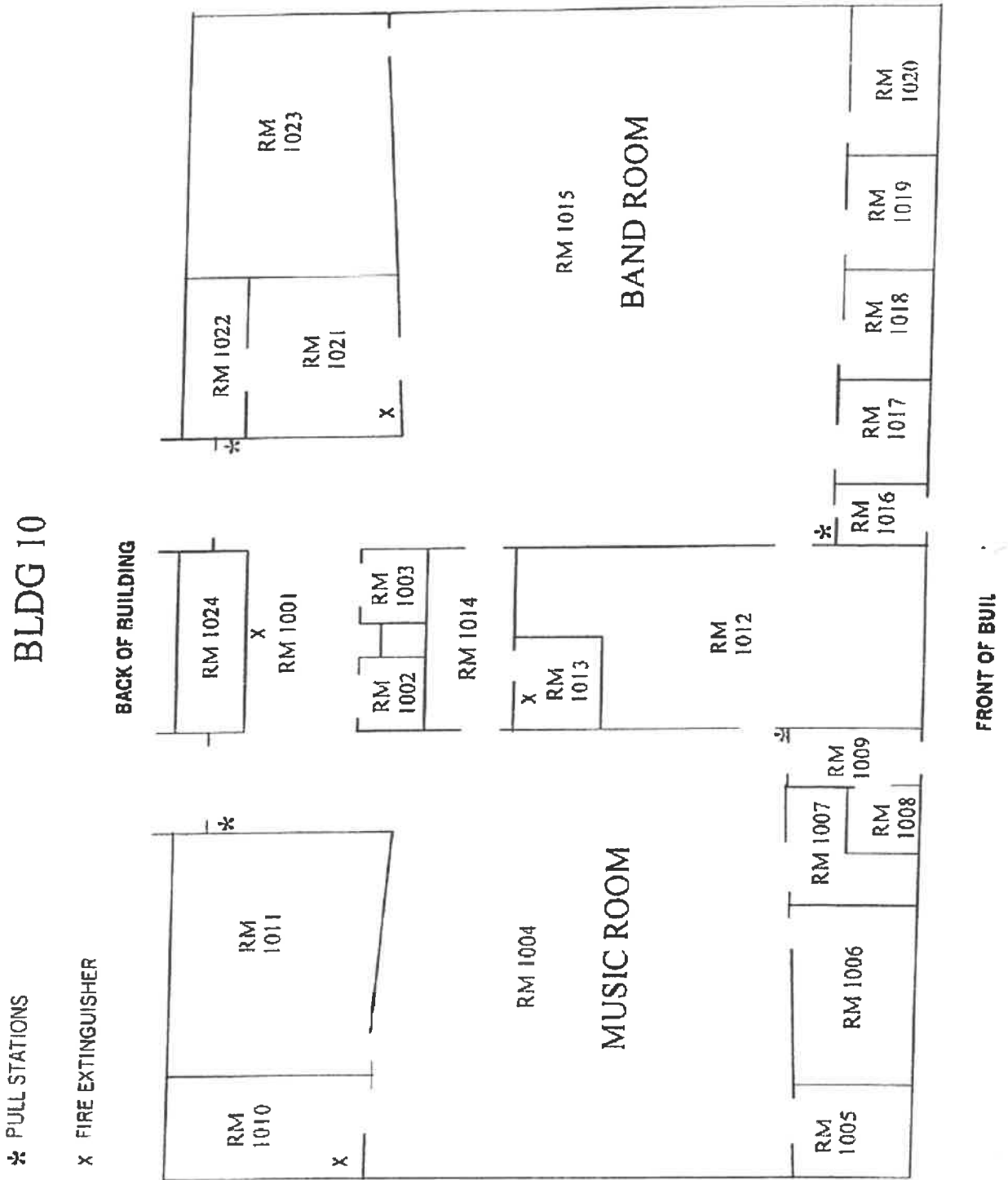


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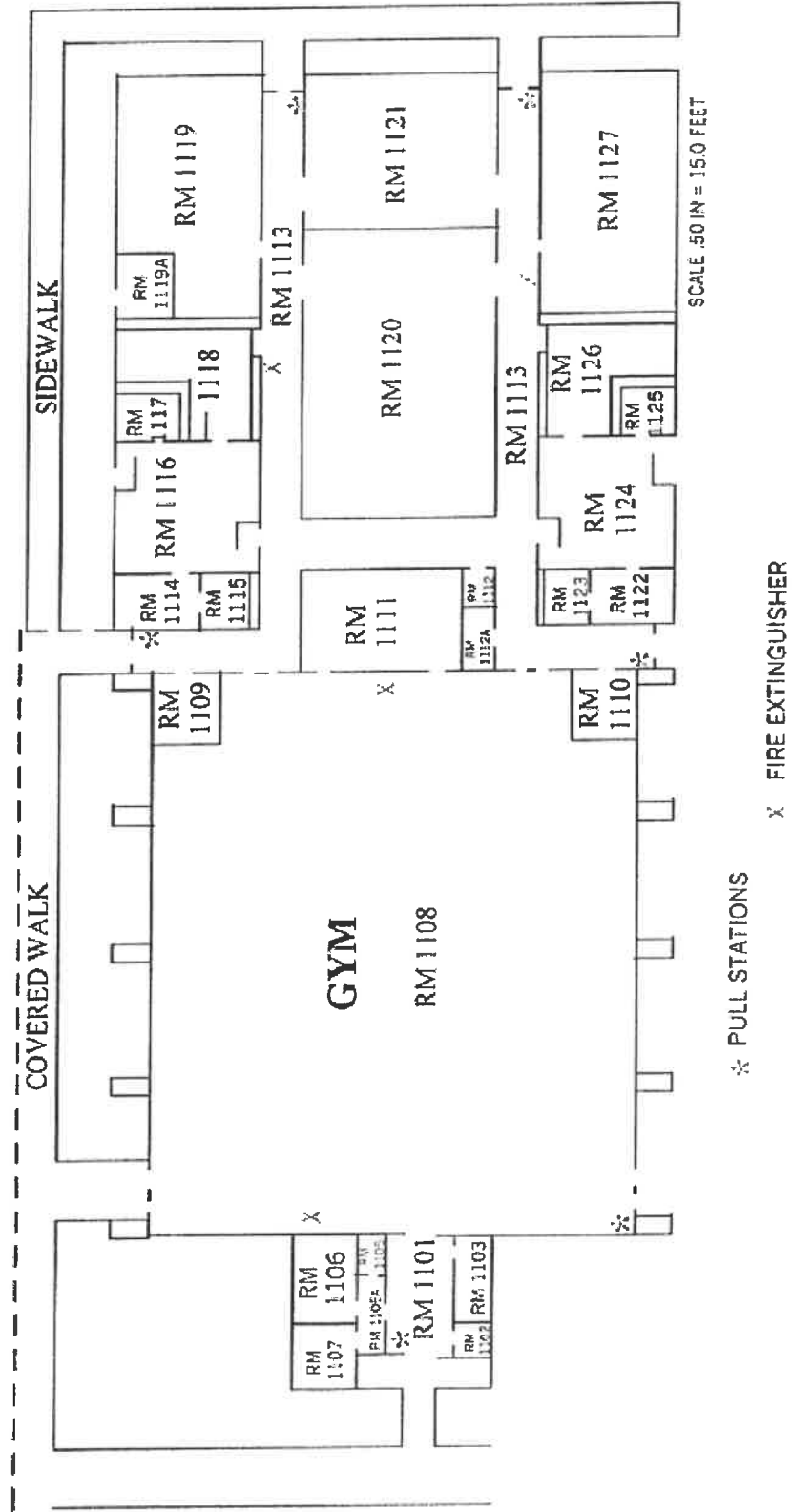
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BLDG 9





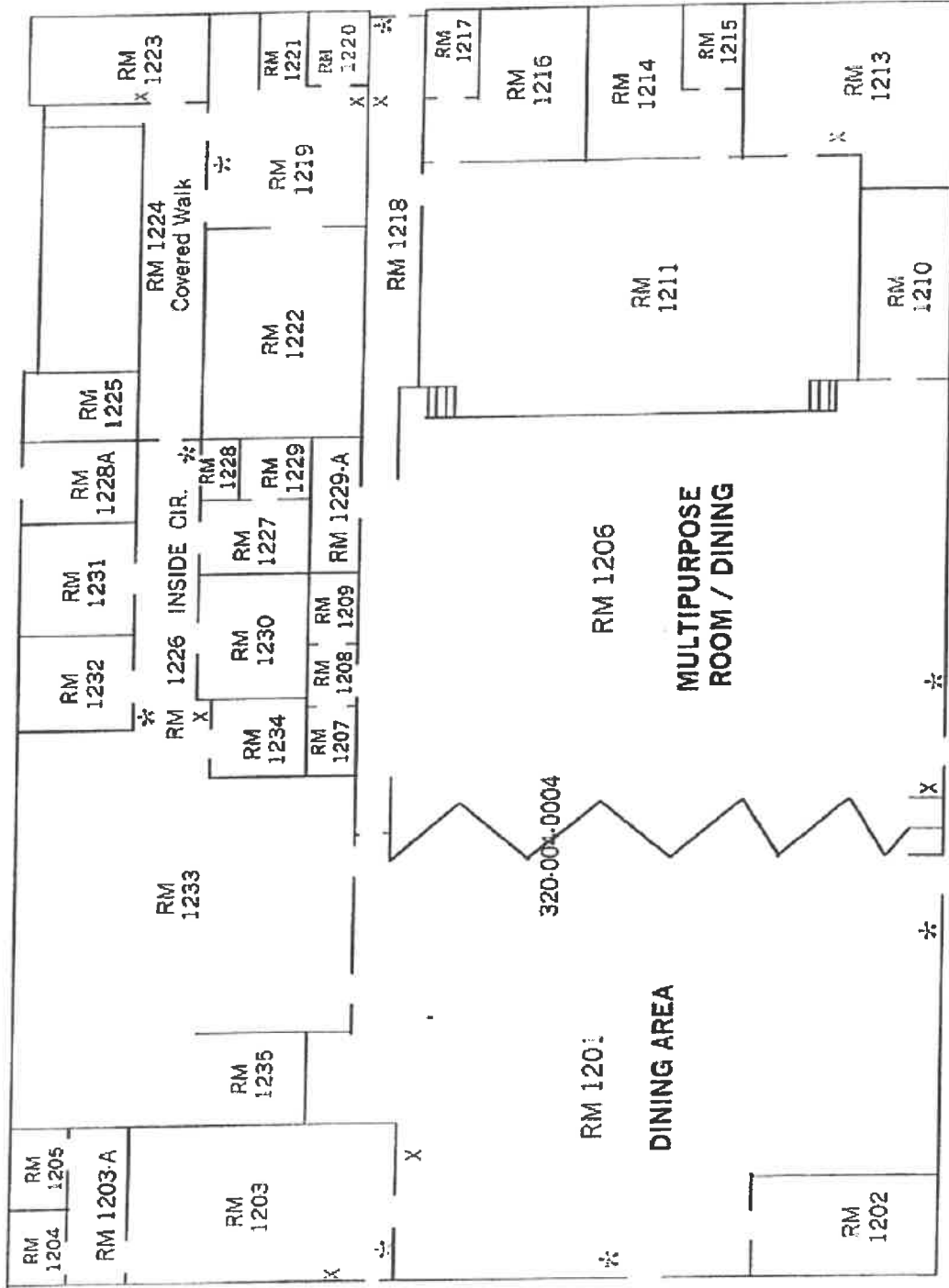
BLDG 11



HAVANA MIDDLE SCHOOL

320-020-0019

BLDG 12



End of Part Five

ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

Solicitation Addendum No. 1Date: **9/20/2022**RFP No. **2022-0004**Project Name: **HMS Door Replacement Project Phase II****NOTICE TO ALL BIDDERS**

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

PRE-BID QUESTIONS and ANSWERS

1	Q	Do you want any wall or floor stops included in any of the other hardware sets other than set # 9?
	A	No, most of the existing stops are still in good shape.
2	Q	Are the astragals to be metal or wood and what are acceptable finishes?
	A	The astragals shall be metal and either natural stainless steel or pre-finished beige. Just primed is unacceptable.
3	Q	Bathroom sets # 11 & 12 call for CL3320 locks which are not keyed so don't come with a core. Is your intent to add a 0 bitted core?
	A	No, for hardware sets 11 & 12, remove "W/O bitted core"
4	Q	ADA code requires single use bathrooms like for hardware sets 11 & 12, to have closers. Should new closers be included in our bid?
	A	No, it is the Owner's intent to re-use the existing closers on those doors.
5	Q	Hardware sets 15 & 16 specifies a 3'-0" steel jamb with a 6'-0" door. What size is it?
	A	Both have 3' openings. Please change hardware set #s 15 & 16 to read "HMD 18 GA 1 ¾, 3-0 x 7-0 GALV, ..."
6	Q	Hardware set # 18 specifies a 4'-0" steel jamb with a 6'-0" door. What size is it?
	A	Please change hardware set # 18 to read "HMD 18 GA 1 ¾, 4-0 x 7-0 GALV, ..."
7	Q	Hardware set # 19 specifies a 3'-6" steel jamb with a 3'-0" door. What size is it?
	A	Please change hardware set # 19 to read "Solid Core, Prefinished Natural 1 ¾ Wood, 3-6 x 7-0..."

8	Q	Are all door light kits to be metal with tempered glass?
	A	All door light kits shall be metal pre-finished beige or natural stainless steel with tempered glass.

Preparer's Name

Date

Authorizing Agent

Date

NOTE: This document must be signed and included with your Bid



THE SCHOOL BOARD OF GADSDEN COUNTY

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

Award Authorization

Moore Doors and Specialties, Inc.

RFP Number 2022-0004

**Door Replacement Project – Phase II
Havana Magnet School**

**Purchase Order Issued in the Amount:
\$215,920.00**

Signature

Leroy McMillan, Chairperson
Printed Name and Title

Date

Cathy 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 32324
GADSDEN COUNTY, FL 32330
Page 92 of 162

Signature

Elijah Key, Superintendent
Printed Name and Title

Date

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Karema Dudley
DISTRICT NO. 5
QUINCY, FL 32351

BID PHASE II, DOOR REPLACEMENT PROJECT – HAVANA MAGNET SCHOOL

(TO BE COPIED BY THE BIDDER ON THEIR LETTERHEAD AND SUBMITTED)

TO: Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

FROM: Moore Doors & Specialties, Inc.
2870 Industrial Plaza Dr.
Tallahassee, FL 32301
Office: 850-674-3360
Cell: 850-294-6488
E-mail: dfraser@mooredoors.com

Vendor ID: _____

Gentlemen:

I have received the Project Documents entitled “ Phase II, Door Replacement Project-Havana Magnet School ” dated 09/09/2022 as prepared by David W. Fraser. I have also received the following Addenda numbers _____, _____, _____, _____, _____, _____, and have included their provisions in my proposal. I have examined all the Project Documents and the site and submit the following BID. \$ 201,917.00

Please include per set pricing.

Set # 1 \$ 1,402.00	Set # 2 \$ 1,402.00	Set # 3 \$ 1,190.00	Set # 4 \$ 1,190.00
Set # 5 \$ 1,353.00	Set # 6 1,353.00	Set # 7 \$ 2,525.00	Set # 8 \$ 2,525.00
Set # 9 \$ 1,160.00	Set # 10 1,160.00	Set # 11 \$ 1,102.00	Set # 12 \$ 1,102.00
Set # 13 \$ 1,160.00	Set # 14 \$ 1,160.00	Set # 15 2,680.00	Set # 16 \$ 2,680.00
Set # 17	Set # 18 \$ 2,680.00	Set # 19 \$ 1,160.00	
\$2,680.00			

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written “Notice to Proceed” and to substantially complete the project on or before the date specified in the Contract Documents.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 3rd day of November, A.D., 20 22.

Authorizing Signature

(SEAL)

11/03/2022
Date

CHANGE ORDER REQUEST FORM

This form is to be used for requesting a change to the scope of work of an existing project or the duration of time to an existing contract. Upon acceptance of the request a modification may be made to the purchase order, contract or both. This request does not constitute a change order until accepted and signed by GCS.

COR #: 1

Date: November 22, 2022

Project Name: Phase II Door Replacement Project HMS

Contractor's Name: Moore Doors and Specialties

PO # (RFP No. 2022-0004)

Date Needed: A.S.A.P.

Reference Documents: (attach copies of all backup documentation)

Architectural Supplemental Instruction # _____ Date: _____

Request for Information # _____ Date: _____

Construction Change Directive # _____ Date: _____

Scope of Work Summary: (attach additional sheets as needed)

Change grade of door

Impact to Project:

Additional Calendar Days Required: N/A

Original Substantial Completion Date: N/A

New Substantial Completion Date: N/A

Summary of Impact: (attach additional sheets as needed)

Cost Summary:

Original Contract Sum: \$ 201,917.00

Net of Previous Change Orders: \$ 0

Contract Sum to Date: \$ 201,917.00

Amount of Change Order: \$ -12,907.00

New Contract Amount: \$ 189,010.00

Authorizations:

Superintendent: _____ Date: _____

Material Provider: David W. Fraser Date: 11/08/2022

Board Chair: _____ Date: _____

Owner's Representative: [Signature] Date: 11/8/2022

BID PHASE II, DOOR REPLACEMENT PROJECT – HAVANA MAGNET SCHOOL

(TO BE COPIED BY THE BIDDER ON THEIR LETTERHEAD AND SUBMITTED)

TO: Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

FROM: Moore Doors & Specialties, Inc.
2870 Industrial Plaza Dr.
Tallahassee, FL 32301
Office: 850-671-3360
Cell: 850-294-6488
E-mail: dfraser@mooredoors.com

Vendor ID: _____

Gentlemen:

I have received the Project Documents entitled "Phase II Havana Magnet School Door Replacement" dated 11/03/2022 as prepared by David W. Fraser. I have also received the following Addenda numbers _____, _____, _____, _____, _____, _____, and have included their provisions in my proposal. I have examined all the Project Documents and the site and submit the following BID. \$ 189,010.00

Please include per set pricing.


Set # 1	\$ <u>1285.00</u>	Set # 2	\$ <u>1285.00</u>	Set # 3	\$ <u>1,030.00</u>	Set # 4	\$ <u>1,030.00</u>
Set # 5	\$ <u>1240.00</u>	Set # 6	\$ <u>1240.00</u>	Set # 7	\$ <u>2295.00</u>	Set # 8	\$ <u>2295.00</u>
Set # 9	\$ <u>1030.00</u>	Set # 10	\$ <u>1030.00</u>	Set # 11	\$ <u>1,044.00</u>	Set # 12	\$ <u>1,044.00</u>
Set # 13	\$ <u>1,030.00</u>	Set # 14	\$ <u>1,030.00</u>	Set # 15	\$ <u>2,680.00</u>	Set # 16	\$ <u>2,680.00</u>
Set # 17	\$ <u>2,680.00</u>	Set # 18	\$ <u>2,680.00</u>	Set # 19	\$ <u>1,030.00</u>		

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written "Notice to Proceed" and to substantially complete the project on or before the date specified in the Contract Documents.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 3rd day of November, A.D., 20 22.



Authorizing Signature

(SEAL)

11/03/2022

Date

CHANGE ORDER REQUEST FORM

This form is to be used for requesting a change to the scope of work of an existing project or the duration of time to an existing contract. Upon acceptance of the request a modification may be made to the purchase order, contract or both. This request does not constitute a change order until accepted and signed by GCS.

COR #: 1

Date: November 22, 2022

Project Name: Phase II Door Replacement Project HMS

Contractor's Name: Moore Doors and Specialties

PO #: (RFP No. 2022-0004)

Date Needed: A.S.A.P.

Reference Documents: (attach copies of all backup documentation)

Architectural Supplemental Instruction # _____ Date: _____

Request for Information # _____ Date: _____

Construction Change Directive # _____ Date: _____

Scope of Work Summary: (attach additional sheets as needed)

Remove and dispose of interior classroom doors in bldg 6

Impact to Project:

Additional Calendar Days Required: N/A

Original Substantial Completion Date: N/A

New Substantial Completion Date: N/A

Summary of Impact: (attach additional sheets as needed)

Cost Summary:

Original Contract Sum: \$ 201,917.00

Net of Previous Change Orders: \$ -12,907.00

Contract Sum to Date: \$ 189,010.00

Amount of Change Order: \$ 26,910.00

New Contract Amount: \$ 215,920.00

Authorizations:

Superintendent: _____ Date: _____

Material Provider: David W. Fraser Date: 11/08/2022

Board Chair: _____ Date: _____

Owner's Representative: [Signature] Date: 11/8/2022

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: November 22, 2022

TITLE OF AGENDA ITEM: Gadsden County High School Marching Band Field Trip

DIVISION: Academic Services

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

PURPOSE AND SUMMARY OF ITEM:


(Type and Double Space)

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. The Gadsden County High School Marching Band students are requesting approval for an out-of-state field trip to attend the St. Patrick's Day Parade in Savannah, GA.

Please see attached documentation.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Tammy McGriff, EdS 

POSITION: Assistant Superintendent, Academic Services PreK-12

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: _____

so
9/26/00

FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP

FIELD TRIP REQUEST

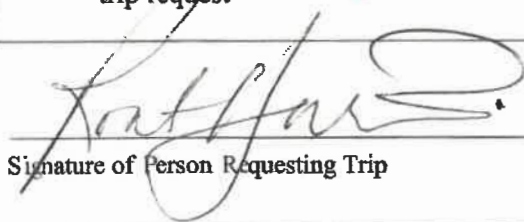
DATE OF REQUEST: 10/02/2022	SCHOOL: GCHS	CONTACT FOR FIELD TRIP: Rente Harris
---------------------------------------	------------------------	--

DATE OF TRIP: 3/17/23	WHO IS ATTENDING: (grade/organization) GCHS marching Band
---------------------------------	---

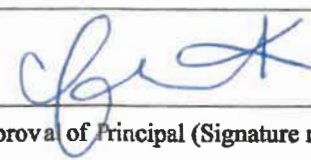
LOCATION: Savannah, Georgia	TRAVELING BY: <input checked="" type="checkbox"/> School Bus <input type="checkbox"/> Charter Bus
---------------------------------------	---

PURPOSE:
St. Patricks Day Parade

SCHOOL BUS –Required items for approval: <ol style="list-style-type: none"> 1. Principal's signature 2. Complete list of participants and chaperones 3. Complete final itinerary 4. Documentation showing correlation of the Florida Standards or benchmark to the field trip request 	CHARTER BUS–Required items for approval: <ol style="list-style-type: none"> 1. Principal's signature 2. Complete list of participants and chaperones 3. Complete final itinerary 4. Copy of charter bus contract with signatures 5. Proof of Insurance showing either district or school as insured
--	---



 Signature of Person Requesting Trip



 Approval of Principal (Signature required)

____ APPROVED	____ DENIED
_____ Superintendent/Designee	_____ Date

Please forward completed form via district mail or fax:

Mrs. Euruka Fields, Program Assistant for Instructional Services

Fax: (850) 627-3530 Email: fieldse@gcpsmail.com

UPDATED: 2/28/2022



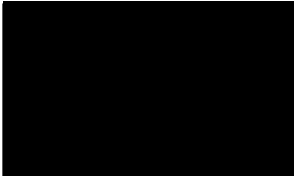
Gadsden County High School

As of 9/19/22

2022-2023 Marching Band Personnel

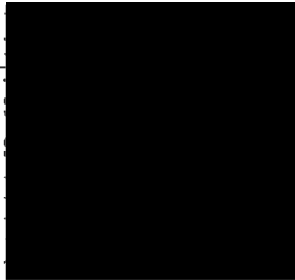
Flute

- 1.
- 2.
- 3.



Trumpet

- 12.
- 13.
- 14.
- 15.
- 16.
- 17.



Percussion

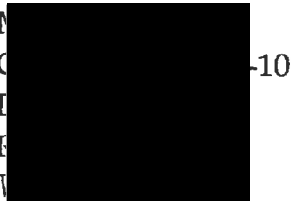
Cymbals

- 27.
- 28.
- 29.



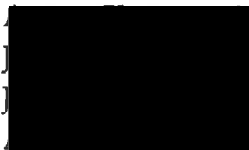
Clarinet

- 4. M
- 5. C
- 6. D
- 7. F
- V



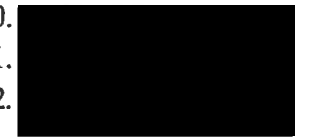
Trombone

- 18.
- 19.
- 20.



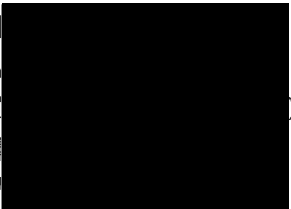
Snare

- 30.
- 31.
- 32.



Saxophone

- 8. I
- 9. J
- 10. K
- 11. L



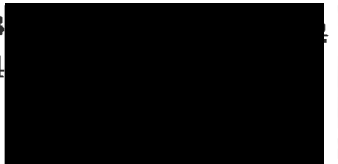
Baritone

- 21.
- 22.

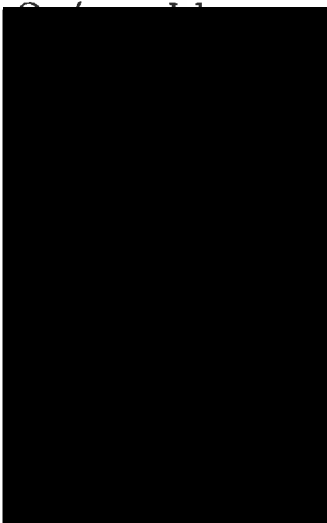


Tenor

- 33.
- 34.



Dance / Auxiliary



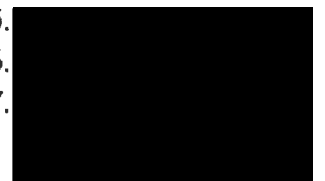
Sousaphone

- 23. I
- 24. S
- 25. T
- 26. T



Bass

- 35.
- 36.
- 37.



Quad/Toms

- 38.



Chaperones

Ronte Harris

Asa Joiner

Ayana Kenon

Naomi Bell

Ronterrius James



Gadsden County High School
27001 Blue Star Memorial Highway
Havana, Florida 32333
Phone: (850) 662-2300 Fax: (850) 539-2863
<http://www.gchs.gcps.k12.fl>

Gadsden County High School Marching Jaguar's Band Office

Event: St. Patrick's Day Parade

Date: March 13, 2022

Destination: Savannah, Georgia

St. Patrick's Day Parade Itinerary

4:00 a.m.: Arrive at Gadsden County High School and Report to Band Room
(Gather all Instruments and Uniforms needed for Parade)

4:30: Load Bus and Prepare for Departure

4:45 a.m.: Depart for 5 West Liberty Street, Savannah, Georgia

9:15 a.m.: Arrive to Parade Sight
(Pass Out Breakfast Sandwiches and Drinks)

9:30 a.m.: Unload Bus and Headed to Parade Route Location

10:15 a.m.: Parade Starts

12:30 - 1:00 p.m.: Tentative Parade Ends (Depending on Location in Parade Route)

1:25 p.m.: Resting Location, Distribute Sandwiches and Drinks

1:50 p.m.: Depart for Bus and Prepare for Departure

2:15 p.m.: Load Bus and Depart for Mall: Gateway Town Center and Lunch
Gateway Town Center: 5000-7 Norwood Ave, Jacksonville, FL 32208

2:30 p.m.: Arrive at Gateway Town Center (Students will be given 2 hours to shop and get something to eat)

2:45 p.m.: Report back to Bus Area

3:00 p.m.: Load Bus and Depart for GCHS

Chelsea Matthews-Franklin, Principal

Ronte Harris, Director of Bands

Ronterrius James, Band Assistant

Gadsden County High School
27001 Blue Star Memorial Highway
Havana, Florida 32333
Phone: (850) 662-2300 Fax: (850) 539-2863
<http://www.gchs.gcps.k12.fl>

5:30 p.m.: Arrive at GCHS and Unload Bus

Chelsea Matthews-Franklin, Principal Ronte Harris, Director of Bands
Ronterrius James, Band Assistant

Correlated Florida Standards for Band Performances

MU.912.C.2.1 Evaluate and make appropriate adjustments to personal performance in solo and ensembles.

MU.912.F.3.1 Analyze and describe how meeting one's responsibilities in music offers opportunities to develop leadership skills, and identify personal examples of ...

MU.912.F.3.3 Define, prioritize, monitor, and successfully complete tasks related to individual musical performance or project presentation, without direct oversight...

MU.912.O.3.2 Interpret and perform expressive elements indicated by the musical score and/or conductor.

MU.912.S.1.1 Improvise rhythmic and melodic phrases over harmonic progressions.

MU.912.S.1.4 Perform and notate, independently and accurately, melodies by ear.

MU.912.S.2.1 Apply the ability to memorize and internalize musical structure, accurate and expressive details, and processing skills to the creation or performance...

MU.912.S.2.2 Transfer expressive elements and performance techniques from one piece of music to another.

MU.912.S.3.1 Synthesize a broad range of musical skills by performing a varied repertoire with expression, appropriate stylistic interpretation, technical accuracy...

MU.912.S.3.2 Sight-read music accurately and expressively to show synthesis of skills.

MU.912.S.3.5 Develop and demonstrate proper vocal or instrumental technique.

DA.912.S.2.1 Sustain focused attention, respect, and discipline during class, rehearsal, and performance.



Mrs. C. Franklin
Principal

Gadsden County High School
27001 Blue Star Memorial Highway
Havana, FL 32333
850-662-2300 | 850-539-2863 |
<http://www.gchs.gadsschools.org/>

fax

TO: Matt Brown FROM: Your name Rontemius James

FAX: 912-233-8244 PAGES: 6

PHONE: 850-662-2300 DATE: Sept. 21, 2022

RE: St. Patrick's Parade CC:

- Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

Comments:



ST. PATRICK'S DAY
PARADE COMMITTEE
POST OFFICE BOX #224
SAVANNAH GEORGIA 31412

2022-2023 OFFICERS

ASHLEY M. NORRIS
GENERAL CHAIRMAN

TIMOTHY P. (TIM) MAHONEY
VICE CHAIRMAN

JOHN (PATRICK) BEVATAGH, JR.
SECRETARY

MICHAEL E. (MIC) SWEENEY, III
TREASURER

JOHN C. BUNKER
IMMEDIATE

GERALD P. (JEREMY) COUNIHAN, JR.
MEMBERSHIP SECRETARY

GEORGE J. BECKETT, III
FINANCIAL SECRETARY

MARTY S. HOGAN
ASSISTANT SECRETARY

FATHER PATRICK O'BRIEN
FATHER JASON P. ADAMS
CHAPLAINS

EXECUTIVE COMMITTEE

JOHN (MATT) BROWN

RANDALL W. FLEENOR

WILLIAM H. (WILL) FLEMING, SR.

MICHAEL C. (MIKE) LYNCH

THOMAS C. (T. C.) MADISON, III

ROBERT J. (ROBBIE) MCGRATH, JR.

JOHN J. POYANDA, III

A. JOSEPH POWERS

KEVIN T. RYAN

FRANCIS (RYAN) SEWELL

COUNSELOR

CHRISTIAN J. STEINMETZ, III

OFFICE MANAGER

ANGELA H. COLEMAN

Dear Band Directors,

The Savannah Saint St. Patrick's Day Parade Committee would like to cordially invite you to our 2023 parade and celebration. This will be the 199th salute to our Patron, Saint Patrick as well as our Irish heritage. This year, our parade will be held on Friday, March 17th.


This celebration has garnered many awards and is one of the best parades anywhere in the world. We draw numerous bands and floats along with virtually all the local Irish families and organizations. The parade kicks off at 10:15 a.m. and travels through the historic city of Savannah. It takes approximately one hour and a half to complete and travels approximately 3.2 miles. Our modest population of 265,000 explodes to over 800,000 revelers who join us in our celebration.

We have hosted many prestigious bands from around our country and Ireland. The United States bands have included The Virginia Tech Military Band, "The Highty Tights", The Citadel Regimental Band, Old Guard Fife and Drum Corps, and several bagpipe bands from New York, New Jersey, and Canada. We have also been the host to a wide range of Irish Bands including Dublin Fire Brigade Pipe Band, The St. Mary's Pipe Band, The Barrack Street Band from Cork and the Clondalkin Youth Band. We also have had the service bands for the Army, Marine Corps, Navy and Air Force participate in our parade.

The Parade Committee anticipates that the 199th Parade will be one of the largest parades ever and we certainly hope that you will make plans to come participate in the celebration of St. Patrick in the beautiful and historic city of Savannah, Georgia next March.

If you have any questions, please contact Matt Brown, Band Coordinator at (912) 687-1137. Please email a copy of your application to: officemanager@savannahsaintpatricksdays.com or contact the parade office (912) 233-4804 for additional information.

Sincerely,


Ashley M. Norris
General Chairman
St. Patrick's Day Parade Committee


John (Matt) Brown
Band Coordinator



ST PATRICK'S DAY PARADE COMMITTEE



POST OFFICE BOX 9224
SAVANNAH, GEORGIA 31412
(912) 233-4804 FAX: (912) 233-8244

PARADE ENTRY APPLICATION

The St Patrick's Day Parade Committee, Inc. (the Parade Committee) strives to make the Savannah St Patrick's Day Parade a family-oriented celebration of the feast of St Patrick, the Patron Saint of Ireland. All entries must provide family-oriented entertainment that honors St Patrick and Irish-American heritage. The Parade Committee will not allow any entry to use the Parade to further any political, social or other agenda, except as expressly approved by the Parade Committee. The Parade Committee will not allow any entry or conduct which is inappropriate or undesirable. The determination of whether an entry or conduct is inappropriate or undesirable rests solely within the discretion of the Parade Committee. The Parade Committee may reject any application that is incomplete. The Parade Committee may exclude an entry on the morning of the Parade based upon any discrepancy between the information provided in this Application and the actual entry.

This year's parade is March 17th, 2023. Application deadline is Feb. 01st. Please apply early.

- 1. Applicant:** Applicant must be an individual, individuals or a legally recognized entity responsible for compliance with all Parade Committee rules, regulations and directives and with all applicable laws and ordinances. Please provide the following information:

Gadsden County High School Band
full legal name of applicant organization (individual names if individuals)

Individual(s) Sole Proprietorship Partnership Corporation LLC LLP

Other (explain): _____

270001 Blue Star Memorial Highway
complete mailing address

Havana Florida 32333
City State zip code

850-1662-2300 850-539-2863 850-879-8079
telephone number fax number cell phone on day of parade

Ronternius James manager Ronternius.James@gcpsmail.com
contact person officers e-mail address

2. **Purpose:** Please provide a brief description of the Applicant, including its purpose and specifically including any political, social or commercial agenda.

Marching Band

3. **Description:** Please provide a detailed description of your proposed entry, including the names of any and all public figures, celebrities and fictional characters, local and otherwise, who will participate or be represented in any way. Specifically list any advertising, messages, words and symbols which will appear in any way. Please provide any brochures, photographs or videos that portray the proposed entry. Also, please check the box or boxes below indicating the type of entry that you propose.

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Float	Marching Band	Marching Unit	Animal Entry	Non-motorized Vehicle	Motorized Vehicle
# riding: _____	# of participants	# of participants	describe above	describe above	Submit Vehicle Application
marching: _____	<u>15</u>	_____			

4. **Attire:** Please provide a detailed description of the attire of the participants, specifically including any advertising, messages, words and symbols. Please provide any brochures, photographs or videos that portray the attire.

Marching Band Uniforms or Black Jeans and
Marching Band Shirt

5. **Amplification:** Please describe any music or amplified sounds proposed and indicate how it will be amplified:

Drums & Musical Horns

6. **Other Parades:** Please list other parades or similar activities in which your proposed entry has participated. Please provide any brochures, photographs or tapes that portray the proposed entry.

7. **Previous Participation:** Please list the year(s) in which your proposed entry has previously participated in the Savannah St Patrick's Day Parade.

West Gadsden High School → before school merge

8. **Awards:** Please list any awards that your proposed entry has won in previous parades, including the Savannah St Patrick's Day Parade, providing the name of the award and the year given:

9. **Agreement:** In consideration of the Parade Committee's approval of Applicant's participation in the Parade, in the event this approval is given, Applicant hereby agrees to the following: Applicant agrees that Applicant and all participants in this entry will obey all Parade Committee rules, regulations and directives, whether written or oral, and all applicable laws and ordinances. Applicant acknowledges and accepts the attached rules and regulations. Applicant and all participants in this entry grant the Parade Committee and its licensees the exclusive, worldwide, royalty-free right in perpetuity to use, reproduce, publicly display, publicly perform, broadcast, promote, create derivative works from, modify, alter, edit, repurpose, and/or otherwise use the entry's parade appearance, performance, images and likenesses in any manner and in all media now known or hereinafter created. Applicant hereby agrees to indemnify and hold harmless the Parade Committee, its officers, agents and members from and against any and all claims, causes of action, costs, expenses and liabilities, including legal expenses, of any kind whatsoever, including bodily injury, death, property damage and any other loss, arising out of or related to the Applicant's and/or Applicant's participant's participation in the Parade, whether or not caused by the Applicant's negligence.

8/26/2022

Date

Antoinette J. James

Applicant's Authorized Signature

Thank you for applying to participate in this year's Savannah St Patrick's Day Parade. The Parade Committee will contact you regarding your eligibility.

Savannah St Patrick's Day Parade

Rules and Regulations

1. All entries must provide family-oriented entertainment consistent with this celebration in honor of Saint Patrick and Irish-American heritage.
2. Each entry shall be responsible for the conduct of all of its participants.
3. Attire appropriate to the occasion is required of all participants.
4. NO ALCOHOL is allowed in the parade. No cups or glassware are allowed in the parade. Bottled water or canned soft drinks are allowed.
5. No objects may be handed out, distributed, or thrown by any entry or participant, including marchers, floats, and vehicles associated with the entry.
6. No participant may undertake any dangerous or noxious activities in the Parade. No cooking is permitted in the Parade.
7. The Parade Committee has the right to inspect all units prior to and during the Parade.
8. The driver of each vehicle must be a qualified, licensed driver 21 years of age or older. During the Parade, each vehicle must maintain a safe distance from the preceding unit.
9. All vehicle entries must be covered by liability insurance to the satisfaction of the Parade Committee. Proof of insurance must be provided with the application.
10. The size of a float shall be limited to 30 feet in length (for the trailer portion), 10 feet in width and 12 feet in height.
11. The Parade Committee shall have the power to regulate the amount and scope of advertisement. Advertisement is limited to the Applicant, and only to the extent stated in the application and approved by the Parade Committee. Applicants who hold political office may be accepted to represent the office they now hold, not as the candidate for any office. No campaign buttons, signs or apparel will be allowed.
12. The Parade Committee reserves the right to exclude from participation, in the Parade or in the Official Program, any entry which it considers to be advocating or promoting a particular purpose, principle, agenda, or message inconsistent with or contrary to those of the Parade.

St Patrick's Day Parade Committee, Inc.

Press Release

This Press Release is the only information provided to the media. You might not be mentioned if you do not complete it.

Name:

Gadsden County High School

Float

Marching Band

of participants

75

Marching Unit

of participants

Other (please describe):

Hometown:

Havana

City

Florida

State

Highlighted Individuals: Please list any participants whom you wish highlight to the media, such as officers, leaders or star performers:

Rente Harris, Band Director ; Ms. Kenon, Aux. Coordinator

Other Parades: Please list other parades or similar activities in which you have participated:

Previous Participation: Please list the year(s) in which you have previously participated in the Savannah St Patrick's Day Parade:

West Gadsden High School

Awards: Please list awards that you have won in previous parades, including the Savannah St Patrick's Day Parade, providing the name of the award and the year given:

Good Story: Got a good story? Tell it for all of us to enjoy:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10b

DATE OF SCHOOL BOARD MEETING: November 22, 2022

TITLE OF AGENDA ITEM: Request to Advertise Notice of Intent to Amend/Adopt Policies

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

This is to request approval to advertise a Notice of Intent to Adopt Policies for the effective operation of the Gadsden County School District consistent with requirements of Florida Statutes and Federal Regulations.

3.14	4.30	5.711
3.40	4.43	6.29
3.68	5.14	7.361
4.21	5.53	
4.22	5.341	

FUND SOURCE: N/A

AMOUNT: N/A

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

REVIEWED BY:

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
NOTICE OF INTENT TO AMEND/ADOPT POLICIES**

DATE OF THIS NOTICE: November 22, 2022

The School Board of Gadsden County, Florida hereby gives notice of its intent to amend/adopt Gadsden County School Board Policies.

PURPOSE AND EFFECT: The purpose and effect of this policy amendment is to establish rules that govern processes while conducting business on behalf of the Board.

RULEMAKING AUTHORITY: Subsection 1001.41(2), Florida Statutes

LAWS IMPLEMENTED: 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1002.20, 1002.31, 1002.38, F.S.

SUMMARY OF THE ESTIMATED ECONOMIC IMPACT: NONE

FACTS AND CIRCUMSTANCES JUSTIFYING RULE: It is necessary to amend/adopt School Board Policies for the effective operation of the Gadsden County School District consistent with requirements of Florida Statutes and Federal Regulations.

A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M.

ON: Tuesday, January 24, 2023

PLACE: Max D. Walker School Administration Building
35 Martin Luther King, Jr., Blvd.
Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NAME OF THE PERSON ORIGINATING THIS RULE:

Dr. Sylvia R. Jackson
Assistant Superintendent
for Support Services

NAME OF THE PERSON WHO APPROVED THIS RULE:

Elijah Key
Superintendent of Schools

DATE OF SUCH APPROVAL: November 22, 2022

A COPY OF THE POLICIES PROPOSED FOR ADOPTION MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

Elijah Key, Superintendent of Schools
For Gadsden County, Florida, and Secretary and
Chief Executive Officer of the School Board of
Gadsden County, Florida.

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SUICIDE PREVENTION

3.14+

- I. The School Board is committed to protecting the health, safety and welfare of its students and school community. The Board recognizes that suicide is one of the leading causes of death for Florida's youth. It is critical for families and community members to communicate with and provide information to school staff to identify students at risk of suicide.
- II. The Board directs all school district staff members to be alert to a student who exhibits warning signs of self-harm or who threatens or attempts suicide. Any such warning signs or the report of such warning signs from another student or staff member shall be taken with the utmost seriousness and reported immediately to the Principal or designee.
- III. The Superintendent shall develop procedures to ensure that this policy is carried out in each of the District schools. The Superintendent will prepare and disseminate guidelines to assist school district staff members in recognizing the warning signs of a student who may be contemplating suicide, to respond to a threat or attempted suicide. The Superintendent will develop an intervention plan for in-school suicide attempts, out of school suicide attempts and an appropriate re-entry process, including a re-entry meeting to discuss the development of a safety plan and additional interventions or supports.
- IV. Professional development training in youth suicide prevention opportunities shall be provided to student personnel services staff, administration and instructional staff. A two (2) hour continuing education program of youth suicide awareness and prevention training, utilizing training materials from the list approved by the Florida Department of Education (FLDOE) is also available for all district staff in all job categories as well as other adults on campus who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide. Instruction about how to identify appropriate mental health services and how to refer youth and their families to those services should be included in the program. If all instructional personnel at a District school participate in the two (2) hour training the school will be considered a "Suicide Prevention Certified School".
- V. Florida Statute 1003.42 required instruction of 5 hours of mental health instruction for grades 6-12 will be implemented annually through developmentally appropriate instruction and skill building and will address, at a minimum, the following topics: (1) Recognition of signs and symptoms of mental health disorders; (b) Prevention of mental health disorders; (c) Mental health awareness and assistance; (d) How to reduce the

stigma around mental health disorders; (e) Awareness of resources, including local school and community resources; (f) The process for accessing treatment; (g) Strategies to develop health coping techniques; (h) Strategies to support a peer, friend, or family member with a mental health disorder; (i) Prevention of suicide; and (j) Prevention of the abuse of and addiction to alcohol, nicotine, and drugs.

- VI. The Principal shall immediately contact the parent(s) of the student exhibiting warning signs of suicide to inform the parent(s) the student will be referred to a school-based mental health services provider to perform either the C-SSRS or SAFE-T suicide risk assessment prior to determining whether the student requires an involuntary examination (Baker Act).

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1012.583, F.S.

STATE BOARD OF EDUCATION RULE(S):

HISTORY:

ADOPTED: 12/15/2020
REVISION DATE(S): 00/00/0000
FORMERLY: NEW

CHAPTER 3.00 - SCHOOL ADMINISTRATION

SAFE AND SECURE SCHOOLS

3.40+

I. Introduction

The Gadsden County District School Board has as its first obligation to provide a safe, secure and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.

II. Orderly Environment

An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school sponsored events or activities. All procedures shall reflect the following policy provisions:

- A. No person other than a student and employee of a school site shall be on a school campus during school hours unless they be in compliance with Policy 9.60, Visitors.
- B. A student who is suspended or expelled is not in good standing and is not permitted on the school campus, school grounds, or at a school sponsored activity.
- C. Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and shall be asked to leave immediately by any staff member. Each principal shall keep a log of such incidents which shall provide the name of the person asked to leave and other pertinent information. If said person shall again be seen upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.
- D. Individuals who enter School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the Board chairperson, Superintendent/designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.

E. No person except law enforcement and security officers may have in his/her possession any weapon, illegal substance, or dangerous substance while on school property or at school events.

III. The following emergency response agency(ies) will notify the District in the event of an emergency:

Emergency Response Agency

Agency	Address	Telephone	Type of Emergency
Quincy Police Department	121 E. Jefferson St. Quincy, FL 32351	850-627-7111	Public Safety/First Responder
Gadsden County Sheriff's Office	339 E. Jefferson St. Quincy, FL 32351	850-627-9233	Public Safety/First Responder
Gretna Police Department	120 Beech Ave. Gretna, FL 32332	850-856-5257	Public Safety/First Responder
Chattahoochee Police Department	32 Jefferson St. Chattahoochee, FL 32324	850-663-4383	Public Safety/First Responder
Havana Police Department	121 7 th Avenue E Havana, FL 32333	850-539-2800	Public Safety/First Responder
Quincy Fire Department	20 N. Stewart Street Quincy, FL 32351	850-875-7315	Emergency Medical Response/Fire Prevention
Midway Police Department	50 M.L. King Blvd Midway, FL 32343	850-875-8825 850-574-3057	Public Safety/First Responder
Gadsden County Emergency Management	9 E. Jefferson St. Quincy, FL 32353	850-875-8650	Emergency Operations (Weather related disaster)

IV. Safety, Security and – Emergency Plans

A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Gadsden County Health Department.

B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.

C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of (a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional

necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.

- D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, confidential and is not subject to review or release as a public record.
- E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.
- F. Emergency management and preparedness plans shall include notification procedures for weapon use and hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the district school safety specialist, threat assessment team members, faculty, staff and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
- H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.
- I. Copies of school plans shall be provided county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Assessment

- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication. Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for

identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

- B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (school resource officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.
1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.
 2. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the student's parent or legal guardian. The team will coordinate resources and interventions to engage behavioral and or mental health crisis resources when mental health or substance abuse crisis is suspected.
 3. The threat assessment team must plan for the implementation and monitoring of appropriate interventions to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.
 4. Upon the student's transfer to a different school, the threat assessment team must verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.

VI. Safety – Procedures

©NEFEC

PAEC

Adopted: 10/22/2019

Revised: 12/15/2020

Revised: 7/27/2021

Revised: 00/00/0000

Gadsden 3.40+

- A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.
- B. A safety program shall be established consistent with the provisions of this Policy.
- C. Emergency evacuation drills (fire, hurricane, tornado, active shooter/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator or transportation official is responsible for
 - 1. Developing and posting emergency evacuation routes and procedures;
 - 2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;
 - 3. Identifying and reporting hazardous areas requiring corrective measures; and
 - 4. Preparing and submitting a written report of each emergency evacuation drill to the District office.
- D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.

VII. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school that establishes policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
- B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

VIII. Security

- A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).
- B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.
- C. Designate an administrator as the school safety specialist for the District.
- D. A review of each school's security provisions shall be conducted annually by the principal with a written report submitted to the Superintendent or designee for submission to the Board for review.
- E. Each school's emergency plan shall include security provisions including emergency lockdown procedures. In the event of an emergency necessitating a lockdown, any employee is authorized to activate a code red lockdown.
- F. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community, adhering to background screening procedures for all staff, volunteers and mentors.
- G. Security trailers may be located on school property.
- H. All perimeter gates and classroom doors must be locked/secured during the school day when students are present on campus.

IX. Mental Health

- A. The School Board shall identify a mental health coordinator for the District. The mental health coordinator shall serve as the primary contact for the district's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting.
- B. The mental health coordinator shall be responsible for:
 - 1. working with the Office of Safe Schools;
 - 2. maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation;

3. facilitating the implementation of school district mental health policies relating to the respective duties and responsibilities of the school district, the superintendent, and school principals;
4. coordinating the staffing and training of threat assessment teams with the school safety specialist, and facilitating referrals, to mental health services, as appropriate for students and their families;
5. coordinating with the school safety specialist, the training and resources for students and school district staff relating to youth mental health awareness and assistance; and
6. annually review of the district's policies and procedures related to student mental health for compliance with state law and alignment with current best practices and making recommendations, as needed, for amending said policies and procedures to the superintendent and the district school board.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 316.614, 1001.43, 1001.51,
1006.062, 1006.07, 1006.145,
1006.1493, 1006.21, 1013.13, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.0403, 6A-3.0171

HISTORY: **ADOPTED:** 10/22/19
REVISION DATE(S): 12/15/20, 7/27/21, 00/00/0000
FORMERLY:

CHAPTER 3.00 - SCHOOL ADMINISTRATION

BACKGROUND SCREENING FOR CONTRACTORS

3.68+

- I. Contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level two (2) screening requirements as described in Florida Statutes. Contractual personnel shall include any vendor, individual or entity under contract with a school or the School Board. Each vendor, individual contractor or employee of a contractor as described in this section must provide verification that he/she has met the level two (2) screening requirements prior to accessing a school campus and provide evidence of compliance with Florida Statute Section 448.095 (evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number).
- II. An employee or contractor of an employer who offers a high school student internship(s) must meet level 2 background screening requirements if he/she has direct, unsupervised access to the student intern(s).
- III. The District shall issue a state identification badge that is valid for five (5) years to a contractor who meets level 2 screening requirements. The recipient of the badge shall be responsible for paying a fee established by the Department of Education. The badge shall bear the picture of the contractor and must be visible at all times the contractor is on school grounds.
- IV. The District shall recognize the uniform statewide identification badge that has been issued by another school district.
- V. A noninstructional contractor who has been convicted of any disqualifying offense, as defined in Florida Statutes, shall not have access to school grounds when students are present, unless the contractor has received a full pardon or has had his or her civil rights restored. A non-instructional contractor in violation of this rule commits a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.
- VI. Contractual personnel must also meet the level two (2) screening requirements every five (5) years following entry into a contract. If the fingerprints of an individual under contract with the School Board have not been retained by the Florida Department of Law Enforcement, the individual must submit a complete set of fingerprints to the District.

- VII. Each person under contract as described in sections I. and II. must agree to inform the party with whom he/she is under contract within forty-eight (48) hours if convicted of any disqualifying offense while under contract. The individual shall also be responsible for returning the badge within forty-eight (48) hours to the district that issued the badge. If it is found that a person under contract does not meet the level two (2) requirements, the individual shall be immediately suspended from working in a contractual position and shall remain suspended until final resolution of any appeals. A person who is working with an intern will not be allowed to continue in an unsupervised situation.
- VIII. The following noninstructional contractors shall be exempt from level 2 screening:
- A. A contractor who is under direct, line of sight supervision of a District employee or contractor who has met level 2 screening requirements;
 - B. A contractor who is required by law to undergo level 2 screening for licensure, certification, employment, or other purpose and provides appropriate documentation;
 - C. A law enforcement officer who is assigned or dispatched to school grounds;
 - D. An employee or medical director of a licensed ambulance provider who is providing services;
 - E. A contractor at a site where students are not permitted and a six (6) foot chain link fence separates the work site from the remainder of the school grounds; or
 - F. A contractor who provides pickup or delivery services that involve brief visits to school grounds when students are present.
- IX. A noninstructional contractor, as described in section VIII., who is exempt from level 2 screening shall be subject to a search of the registry of sexual offenders and sexual predators maintained by the Florida Department of Law Enforcement and the National Sex Offender Public Registry maintained by the U.S. Department of Justice. The District shall conduct the registry search without charge to the contractor. If a contractor is identified as a sexual predator or offender and not allowed on school grounds, the District shall notify the vendor, individual or entity under contract within three (3) business days.
- X. The Superintendent shall develop procedures to implement this policy.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**288.061, 448.095, 1001.43, 1003.496, 1012.32,
1012.465, 1012.467, 1012.468, F.S.**

HISTORY:

ADOPTED: 10/22/2019
REVISION DATE(S): 12/15/20, 00/00/0000
FORMERLY:

DRAFT

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PAEC

Adopted: 10/22/2019

Revised: 12/15/20

Revised: 00/00/0000

Gadsden 3.68+

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

INSTRUCTIONAL MATERIALS SELECTION

4.21

All classroom instructional materials, used in the Gadsden County School District including State-adopted single source textbooks, instructional aids, and other supplementary materials, for the first time shall undergo an evaluation. This evaluation shall determine the suitability of the materials for information being taught in the classroom in relationship to State standards, curriculum frameworks, and district programs, as well as with state and district performance standards.

- I. **Evaluation of Instructional Materials.** The Superintendent shall establish a District Review Committee and develop procedures for the review and evaluation of instructional materials. The District Review Committee will include content area teachers, one or more parents of children at content grade level and district personnel. Meetings of the District review committee convened for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the School Board must be noticed and open to the public in accordance with s. 286.011 F.S. The staff involved in this process shall recommend to the Superintendent the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board Rule as well as the state and district performance standards for submission to the Board for adoption. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption.
- II. **Adoption of Instructional Materials.** The following procedures for the adoption of instructional materials apply only to those instructional materials that serve as the major content tool and basis for instruction for each student in the core subject areas of mathematics, language arts, social studies, science, reading, and literature:
 - A. Prior to final adoption, student editions of the recommended instructional materials will be made accessible for review online for at least twenty (20) calendar days before consideration by the School Board.
 - B. Public notice of the materials being considered for adoption shall specifically list the materials and how they can be accessed.
 - C. The School Board shall conduct an open noticed public hearing to receive comment on recommended materials prior to adoption.

- D. The School Board shall conduct an open, noticed public meeting to approve an annual instructional materials plan to identify any instructional materials that will be purchased. The public meeting will take place on a different date after the public hearing.
- E. The School Board shall receive comment at the public hearing and meeting as prescribed by policy.
- F. The School Board must select, approve, adopt, or purchase all materials as a separate line item on the action agenda.
- G. The following procedures shall apply to all objections to instructional materials adopted by the School Board.
1. The parent or a resident of the County, as defined by Florida Statutes, may contest the district school board's adoption of a specific instructional material by filing a written objection using the form that is available in each school office, the Superintendent's office, or on the District website.
 2. The form must be signed by the parent or resident of the county, include the required contact information, and state the objection to the instructional material based on the criteria stated in Florida Statutes s. 1006.31(2) or 1006.40(3)(d).
 3. The written objection must be filed within thirty (30) calendar days of the adoption of the material. A complainant who does not complete and return the form within the required time shall receive no consideration. The statement shall include the following information:
 - a. Author, compiler, or editor;
 - b. Publisher;
 - c. Title;
 - d. Reason for objection;
 - e. Page number of each item challenged; and
 - f. Signature, address and telephone number of person making the complaint.
 4. Within thirty (30) days after the initial thirty-day period has expired, the School Board shall conduct at least one public hearing before an unbiased and qualified hearing officer on all petitions timely received during the thirty-day time period. The petitioner(s) shall be notified in writing of the date and time of the hearing at least seven (7) days prior to the hearing. The hearing must provide sufficient procedural protections to allow each

petitioner an adequate and fair opportunity to be heard and present evidence to the hearing officer.

5. The contested material shall be made available to the public online at least seven (7) days before the hearing.

6. The decision of the School Board, after convening a hearing, shall be final and not subject to further review or petition.

H. The Superintendent shall annually submit to the Commissioner of Education a report identifying each material the District received an objection to pursuant to s. 1006.40(3)(d) and the specific objections raised; the material that was removed or discontinued as a result of an objection; and the grade level and course for which the removed or discontinued material was used.

III. Evaluation and Adoption of Other Classroom Instructional Aids and Materials. The following procedures will be followed in the evaluation, selection, and use of additional instructional aids for classroom use that have not been adopted by the State Board of Education, and approved for use:

A. When teachers, groups of teachers, or academic departments determine that the need exists for new or additional classroom instructional aids, they shall review available items and seek input and assistance, when appropriate, from parents, students, and other lay members of the community, and determine which instructional aid or aids best meet instructional needs.

B. After making this determination, they shall prepare a written rationale for each instructional aid, which includes, but is not limited to, the following:

1. The class(es) or age group(s) that the instructional aid is appropriate.
2. How the use of the instructional aid will meet the curriculum objective(s).
3. The way(s) in which the instructional aid will be used to meet the curriculum objective(s).
4. Problems, if any, of style, tone, content or theme inherent in the instructional aid, and the way(s) in which these problems will be addressed during the instructional process.
5. Other appropriate instructional aids available for individual students to use in place of the one selected.
6. Where applicable, supporting professional materials which were used in selecting the instructional aid.

- C. The rationale shall be submitted to the principal. The principal shall review the rationale to determine whether it demonstrates that the instructional aid is consistent with the district goals and with the school and course objectives. Within ten (10) working days, the principal shall recommend, in writing, the approval or the rejection of the instructional aid, or shall return the rationale to the teacher for revision. If the instructional aid is recommended for rejection or returned for revision, the principal shall state the reasons in writing. Upon resubmission of a revised rationale by the teacher, the principal shall make a decision for recommendation or rejection within ten working days. The principal shall submit the recommendation to the Superintendent or the Superintendent's designee. If the instructional aid is rejected by the Director of Curriculum and the Superintendent, the teacher shall have ten (10) working days from the date of rejection to file a written request for review by the School Board.
- D. The Superintendent shall submit a written list of any instructional aids that have been submitted by teachers and rejected by a principal, by the Superintendent or the Superintendent's designee, and not appealed by the teacher. The list shall state the reasons for the rejection of each instructional aid.
- E. The rejection at any level, of the use of an instructional aid shall be for that academic year only. Any instructional aid previously rejected, at any level may be resubmitted in any subsequent year.
- F. Materials approved shall be deemed appropriate for use at the grade level requested and may be used at higher levels throughout the district providing that the curriculum sequence is maintained.
- G. A parent, as defined by Florida Statutes, may object to his/her child's use of a specific instructional material or an adult student may object to the use of a specific material in his/her instructional program. The parent or adult student may request a conference with the principal or principal's designee to discuss the use of the material.
- H. The complainant will be provided with the District's policies and procedures for the selection of instructional materials. The principal or designee will explain the use of the material in the instructional program and answer questions from the individual.
- I. If the issue is not resolved at the conference, the complainant will be provided with the form to file a written objection and an explanation of the process that will be followed.

- J. Within ten (10) working days of such filing, parents of other students in the class(es) involved or potentially affected in that school shall be notified in writing by the principal that a challenge has been initiated.
- K. School-level Instructional Appeals Committee. The Appeals Committee shall consist of two teachers selected by the Superintendent from that particular school, two teachers selected by the principal from that particular school and three (3) citizens selected by the School Board who reside in the particular school zone to evaluate the challenged materials and to make recommendations of any changes. The principal shall notify the Superintendent or the Superintendent's designee when a committee is convened.
- L. Challenged materials shall be read and re-evaluated by the committee, considering the specific objections raised. The committee shall report its decision within fifteen (15) working days. The committee recommendations shall address whether the challenged material is consistent with the selection criteria outlined herein. The Committee shall have no authority to determine curriculum. Within ten (10) working days of receiving the recommendations of the Committee, the principal shall make a decision whether to retain the material or remove the material. The principal shall take into account the Committee's recommendations when making his/her decision.
- M. The complainant shall be informed in writing concerning the principal's decision.
1. If the principal determines the challenged material be retained, the complainant shall be notified in writing within five (5) working days. The Complainant shall be given a copy of the decision of the Committee's decision and a copy of the procedures for filing an appeal.
 2. If the principal determines that the challenged material be removed, then the complainant, the teacher(s), the students in the class, and the parents of the students in the class where the complaint was initiated, shall be notified in writing within five (5) working days of the decision at the same time the decision will be referred to the District's Instructional Material Review Committee.
- N. District-Level Appeals. An appeal of a principal's determination to retain challenged materials must be filed with the principal within five (5) working days of notification of that determination and shall include a specific statement of the complainant's grounds for disagreement with the principal's determination. Copies of the appeal shall be furnished to the teacher(s) and the parents of the

students in the class where the complaint was initiated within five working days of the filing of the appeal.

- O. A committee shall be appointed by the Superintendent to review the appeal. The Superintendent shall designate the appropriate district level staff member as being responsible for the organization of this review committee according to School Board policies. The committee's recommendations shall be submitted to the Superintendent within fifteen (15) working days. A committee member shall not be selected from the school where the challenged materials originated. The district level committee will include:
1. District Level Staff Member. One staff member from the level or special area where the material has been challenged.
 2. Three Principals. One principal shall be appointed from each level (elementary, middle, and high school). However, only the principal from the same level as the school at which the challenge originates shall serve on the review panel for the particular material.
 3. Grade Level Instructional Staff Member. One instructional staff member who is a department head, grade level chair or team leader from the same level (elementary, middle, or high school) at which the challenge originates.
 4. Three Teachers. Three teachers from the same level at which the challenge originates shall be appointed by name.
 5. Four Parents. One shall be a parent of an elementary school student, one shall be a parent of a middle school student and two shall be the parents of high school students.
- P. The committee's review shall be treated objectively, unemotionally, and in a businesslike manner and shall be conducted in the best interest of the students, the school, and the community. Efforts shall be made to meet with citizens who register concerns to consider their objections.
- Q. The complainant shall be informed, in writing, in fifteen (15) working days after the committee's recommendation is received by the Superintendent.
- R. A School Board appeal may be requested by the complainant when the school and district-level appeals do not satisfactorily resolve the concerns. The School Board shall review recommendations from the school and district-level committees and shall render the final decision on the complainant's concern.

- S. The decision to remove challenged material from use shall, unless otherwise determined by the School Board, be effective at the grade level at which the material is in use and all lower grades.
- T. Classroom Libraries. Materials in this category presently in the classroom which have been approved for classroom use shall remain available for continuing use by students. Materials acquired to replace or duplicate books or other materials which have already been approved may be made available for student use without resubmission of their titles to the school's media center. When new materials are added to the classroom library, a list of said new materials shall be submitted to the school's media center. Teachers shall apply the selection criteria set forth in Policy #4.22 - Education Media Materials Selection.

~~It is the constitutional duty and responsibility of the Gadsden County School Board to adopt and provide adequate instructional materials to all students of the District, whether the materials are selected from the Florida Department of Education (FDOE) approved materials list or through a local selection program.~~

~~The selection and adoption of instructional materials shall be conducted as specified in the District's "Instructional Materials Procedures Manual."~~

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1006.28, 1006.29(5), 1006.31, 1006.32, F.S.

HISTORY: ADOPTED: 10/22/2019
 REVISION DATE(S): 00/00/0000
 FORMERLY:

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

EDUCATIONAL MEDIA MATERIALS SELECTION

4.22

- I. Objectives of Selection - The primary objective of the school's educational media center is to implement, enrich, and support the educational program of the school. The center shall provide a wide range of materials on all levels of difficulty, with diversity of appeal, and the representation of different points of view. The School Board asserts that the responsibility of the media center is to provide:
 - A. Instructional and supplemental materials that will enrich and support the curriculum, taking into consideration the varied interest, abilities, and maturity levels of the students being served.
 - B. Materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards.
 - C. A background of information enabling students to make intelligent judgments in their daily life.
 - D. Materials on opposing sides of controversial issues in order that students may develop, under guidance, the practice of critical analysis of all media.
 - E. Materials representative of the many religious, ethnic, and cultural groups and their contributions to the heritage and culture of America and the world.
 - F. A comprehensive collection appropriate for the users of the media center placing principle above personal opinion and reason above prejudice in the selection of materials of the highest quality.
 - G. All technology software and equipment should be vetted through the media and technology department prior to purchase to ensure compatibility with system standards and infrastructure.
- II. Legal Responsibility for Selection. The School Board is legally responsible for all matters relating to the operation of the Gadsden County Schools. The responsibility for the selection of educational materials, regardless of whether the book is purchased, donated, or otherwise made available to students is delegated to the media specialist.

School principals are responsible for overseeing compliance with school district procedures for selecting school library media center materials.

III. Parental Responsibility. Parents shall have the right to review materials in the media center and request that it be noted in the Student's library record that the student not be allowed to check out certain material.

IV. Criteria for Selection of Media Materials

A. The standards to determine the propriety of the educational materials shall be pursuant to Florida Statutes.

B. First consideration shall be given to the needs of the individual school based on knowledge of the curriculum, of the existing collection, and of the needs of children and youth. Requests from users of the collection, (*i.e.*, administrators, faculty, parents, and students) shall be given high priority.

C. Materials shall be considered on the basis of accuracy of content, overall purpose, timeliness, importance of the subject matter, quality of the writing/production, readability and popular appeal, authoritativeness, comprehensiveness of material, reputation of the publisher/producer, reputation and significance of the author/artist/composer/producer, format and price.

D. In determining the suitability and value of the material included in the collection, consideration of the following elements must be given:

1. Religion. Factual, unbiased material which represents all major religions
2. Ideologies. Factual information on any ideology or philosophy that exerts a strong force in society
3. Sex Education. Factual information, appropriate for the age group or related to the school curriculum
4. Sex. Pornographic, sensational, or titillating materials shall not be included
5. Profanity. The fact that limited profanity appears in material shall not automatically disqualify a selection. However, care shall be taken to exclude materials using profanity in a lewd or detrimental manner and not in context with the material

6. Science. Factual information about medical and scientific knowledge, without any biased selection of facts.
- E. Gifts of media or money shall be accepted with the understanding that their use or disposition shall be determined by those persons having the responsibility for acquisitions, according to the same selection criteria and procedures as purchased materials.

V. Procedures for Selection

- A. In selecting materials made available to students through the district library media center, the school media specialist shall:
1. Consult with reputable, unbiased, professionally recognized reviewing periodicals and school community stakeholders (including, media staff, curriculum consultants, faculty, parents and community members).
 2. Require that book selections meet the criteria set forth in s. 1006.40(3)(d). F.S.
 3. Library media center collections will:
 - a. be based on reader interest,
 - b. support state academic standards and aligned curriculum
 - c. support the academic needs of students and faculty
 4. When considering materials to be purchased, the media specialist shall follow these procedures:
 - a. Purchase materials which are outstanding and frequently used;
 - b. Periodically replace periodically worn or missing basic items;
 - c. Withdraw out-of-date or unnecessary items from the collection or items required to be removed pursuant to subparagraph 2; and replaced by new and age appropriate materials,
 - d. Purchase materials in many types of format: digital, e-books, electronically, soft or hard bound.
 - e. Examine sets of materials and materials acquired by subscription and purchase only material to fill a definite need.
- B. District elementary schools must publish on their school website, a list of all materials maintained in the school library media center or required as a part of a school or grade-level reading list.

- VI. Challenged Materials. Library materials deemed by some persons to be objectionable may be considered by others to have sound educational value. Any concerned parent, Gadsden County resident or employee of the district may request reconsideration of school library media. When a complaint is made, the following procedure shall be followed:
- A. The library media specialist shall discuss the matter informally with the complainant explaining the selection procedures for library media materials. If the complainant accepts the explanation given by the media specialist, the reconsideration process concludes.
 - B. If the explanation fails to resolve the objection, the principal will ask the complainant initiating the challenge to file, within two weeks, a formal written objection by completing a "Request for Reconsideration of Library Media" form which must reflect that the complainant has read the material in full. Failure to do so results in the conclusion of the reconsideration process.
 - C. Upon receipt of the completed form "Request for Reconsideration of Library Media," the principal shall forward copies to the appropriate personnel on the School-level Review Committee (a committee of teachers, educational media specialists and parents of the school).
 - D. The challenged material shall remain available for circulation during the reconsideration process OR the challenged materials shall not be removed immediately; however, such materials shall not be available for student use pending a final decision.
 - E. The challenged materials shall be read and re-evaluated by the committee, considering the specific objections raised. The committee shall report its decision within fifteen (15) working days.
 - F. The Complainant shall be informed in writing concerning the school-level committee's decision.
 - G. District Review Committee. If the Complainant disagrees with the decision rendered by the school-level committee, an Appeal may be filed with the District.
 - H. The Superintendent or the Superintendent's designee shall appoint a District Review Committee with the following composition:

1. One representative of the Public Library Board;
 2. One representative of the general public at large; and
 3. One representative of a school parent organization.
 4. One principal from the level at which the complaint originated (K-5, 6-8, or 9-12).
 5. Three school-level instructional staff members including the following:
 - a. One media specialist from the level at which the complaint originated;
 - b. One media specialist from another level; and
 - c. One classroom teacher from the level at which the complaint originated.
 6. Two district-level instructional staff members including the following:
 - a. One district-level instructional staff member from the level where the material is in question; and
 - b. The Supervisor of Technology and Instructional Media Services.
- I. The Review Committee, in carrying out its assigned function, shall:
1. Read, view or listen to the material in its entirety;
 2. Check general acceptance of the material by reading reviews and consulting recommended lists;
 3. Determine the extent to which the material supports the curriculum;
 4. Complete the "Checklist for Reconsideration of Library Media," judging the material for its strength and value as a whole and not in part; and
 5. Forward, within fifteen (15) working days, a written recommendation to the Superintendent.
- J. The Superintendent's designee will inform the complainant and the school's media specialist of the committee's decision to retain or withdraw the challenged material as recommended by the District Review Committee.
- K. If the complainant or the media specialist is dissatisfied with the District Review Committee's decision, a written appeal may be filed with the Superintendent. Failure of the complainant to file a written appeal within 30 days of the District Review Committee's decision will result in a conclusion of the reconsideration process and the decision of the District Review Committee shall be final.

- L. The Superintendent shall, within 30 days of receipt of the appeal, send the complainant and the school media specialist a written decision. An appeal to the School Board of the Superintendent's decision must be filed within 10 days after the Superintendent's decision.
 - M. The School Board shall consider the decision of the District Review Committee and the Superintendent and any other appropriate documentation (i.e. meeting summaries, material reviews, etc.). The decision of the School Board regarding appropriateness of a particular Library Media material item will be considered final.
 - N. Library Media materials in question, can only be removed from circulation and/or used in the school district through the procedures of this policy.
- ~~I. Objectives of Selection – The primary objective of the school's educational media center is to implement, enrich, and support the educational program of the school. The center shall provide a wide range of materials on all levels of difficulty, with diversity of appeal, and the representation of different points of view. The School Board asserts that the responsibility of the media center is to provide:~~
- ~~A. Materials that will enrich and support the curriculum, taking into consideration the varied interest, abilities, and maturity levels of the students served.~~
 - ~~B. Material that will stimulate growth in factual knowledge, literacy appreciation, aesthetic values, and ethical standards.~~
 - ~~C. A background of information enabling students to make intelligent judgments in their daily life.~~
 - ~~D. Materials representative of the many religious, ethnic, and cultural groups and their contributions to the American heritage.~~
 - ~~E. A comprehensive collection appropriate for the users of the media center which places principle above personal opinion and reason above prejudice in the selection of materials of the highest quality.~~
 - ~~F. Criteria for Selection of Educational Materials~~

~~The standards to determine the propriety of the educational materials shall be pursuant to Florida Statutes.~~

~~First consideration shall be given to the needs of the individual school based on knowledge of the curriculum, of the existing collection, and of the needs of children and youth. Requests from users of the collection (i.e., administrators, faculty, parents, and students) shall be given high priority.~~

~~Materials shall be considered on the basis of accuracy of content, overall purpose, timeliness, importance of the subject matter, quality of the writing/production, readability and popular appeal, authoritativeness, comprehensiveness of material, reputation of the publisher/producer, reputation and significance of the author/artist/composer/producer, etc.; and, format and price.~~

~~Gifts of media or money shall be accepted with the understanding that their use or disposition shall be determined by those persons having the responsibility for acquisitions, according to the same selection criteria and procedures as purchased materials.~~

~~(1) — Procedures for Selection of Print Educational Media Materials—~~

~~(a) — In selecting print materials for purchase, the school media specialist shall evaluate the existing collection and shall consult with:~~

- ~~1) — Reputable, unbiased, professionally prepared selection aids such as those published by the American Library Association and other reputable publishing companies generally accepted by the educational media profession.~~
- ~~2) — Media staff, curriculum consultants, faculty, students, and community representative.~~
- ~~3) — Media committee appointed by the principal to serve in an advisory capacity in the selection of materials.~~

~~(b) — In specific areas, the media specialist shall follow these procedures:~~

- ~~1) — Purchase materials which are outstanding and frequently used;~~
- ~~2) — Replace periodically worn or missing basic items;~~

~~3) Withdraw out of date or unnecessary items from the collection; and,~~

~~4) Examine sets of materials and materials acquired by subscription and purchase only material to fill a definite need.~~

~~G. All technology software and equipment should be vetted through the media and technology department prior to purchase to ensure compatibility with system standards and infrastructure.~~

STATUTORY AUTHORITY:

1001.41, 1001.42, F. S.

LAWS IMPLEMENTED:

1000.21, 1001.43, 1006.28, 1006.34(2) (b), F. S.

HISTORY:

**ADOPTED: 10/22/2019
REVISION DATE(S):00/00/0000
FORMERLY: 8.211**

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

CHALLENGED MATERIALS

4.30*+

- ~~I. The following procedures shall be followed when the appropriateness of District-adopted books or materials is questioned:~~
- ~~A. School community citizens may register their concerns with the Superintendent or principal of the school where material is being challenged.~~
 - ~~B. All concerns shall be presented in writing on a printed form that is available in each school office, the Superintendent's office, or on the District website. The written objection must be filed within thirty (30) calendar days of the adoption of the material. A complainant who does not complete and return the form within the required time shall receive no consideration. The statement shall include the following information:
 - 1. Author, compiler, or editor;
 - 2. Publisher;
 - 3. Title;
 - 4. Reason for objection;
 - 5. Page number of each item challenged; and
 - 6. Signature, address and telephone number of person(s) making the complaint.~~
 - ~~C. Within thirty (30) days after the initial thirty-day period has expired, the School Board shall conduct at least one public hearing on all petitions received during the thirty-day time period. The petitioner(s) shall be notified in writing of the date and time of the hearing at least seven (7) days prior to the hearing.~~
 - ~~D. The contested material shall be made available to the public online at least seven (7) days before the hearing.~~
 - ~~E. The decision of the School Board, after convening a hearing, shall be final and not subject to further review or petition.~~

~~II. The following procedures shall be followed for other objections to instructional materials:~~

- ~~A. A parent, as defined by Florida Statutes, may object to his/her child's use of a specific instructional material or an adult student may object to the use of a specific material in his/her instructional program. The parent or adult student may request a conference with the principal or principal's designee to discuss the use of the material.~~
- ~~B. The complainant will be provided with the District's policies and procedures for the selection of instructional materials. The principal or designee will explain the use of the material in the instructional program and answer questions from the individual.~~
- ~~C. If the issue is not resolved at the conference, the complainant will be provided with the form to file a written objection and an explanation of the process that will be followed.~~
- ~~D. These procedures shall be followed for school level appeals:
 - ~~1. A committee of teachers, educational media specialists, and other qualified personnel shall be appointed by the principal to evaluate the challenged materials and to make recommendations of any changes. The principal shall notify the Superintendent and the instructional materials coordinator when a committee is convened.~~
 - ~~2. Challenged materials shall not be removed immediately; however, such materials shall not be available for student use pending a final decision.~~
 - ~~3. Challenged materials shall be read and re-evaluated by the committee, considering the specific objections raised. The committee shall report its decision within fifteen (15) working days.~~
 - ~~4. The complainant shall be informed in writing concerning the committee's recommendations.~~~~
- ~~E. These procedures shall be appropriate for district level appeals and shall be followed when the complainant disagrees with the decision rendered from the school level appeal.~~

1. ~~A committee shall be appointed by the Superintendent to review the appeal. The Superintendent shall designate the instructional materials coordinator as being responsible for the organization of this review committee according to School Board policies. The committee's recommendations shall be submitted to the Superintendent within fifteen (15) working days. A committee member shall not be selected from the school where the challenged materials originated.~~
 - a. ~~The following shall serve as a review committee for elementary schools:~~
 - (1) ~~The chairperson of a School Advisory Council or designee;~~
 - (2) ~~Elementary media specialist;~~
 - (3) ~~Elementary principal;~~
 - (4) ~~A curriculum supervisor;~~
 - (5) ~~Three (3) instructional staff members at the elementary level; and~~
 - (6) ~~Two (2) parents, as defined by Florida Statutes, of elementary age students.~~
 - b. ~~The following shall serve as a review committee for secondary schools:~~
 - (1) ~~A chairperson of a School Advisory Council or designee;~~
 - (2) ~~Secondary media specialist;~~
 - (3) ~~Secondary principal;~~
 - (4) ~~A curriculum supervisor;~~
 - (5) ~~Three (3) instructional staff members at the secondary level; and~~
 - (6) ~~Two (2) parents of secondary age students.~~
2. ~~The committee's review shall be treated objectively, unemotionally, and in a businesslike manner and shall be conducted in the best interest of the~~

~~students, the school, and the community. Efforts shall be made to meet with citizens who register concerns to consider their objections.~~

3. ~~The complainant shall be informed, in writing, in fifteen (15) working days after the committee's recommendation is received by the Superintendent.~~

F. ~~A School Board appeal may be requested by the complainant when the school and district level appeals do not satisfactorily resolve the concerns. The School Board shall review recommendations from the school and district level committees and shall render the final decision on the complainant's concern.~~

STATUTORY AUTHORITY: _____ **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: _____ **1000.21, 1001.41, 1001.43, 1006.28, F.S.**

HISTORY: _____ **ADOPTED:** _____
_____ **REVISION DATE(S):** _____
_____ **FORMERLY:** _____

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

FIELD AND OTHER DISTRICT-SPONSORED TRIPS

4.43+

- I. The School Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips should:
 - A. supplement and enrich classroom procedures by providing learning experiences in an environment outside the schools;
 - B. arouse new interests among students;
 - C. help students relate school experiences to the reality of the world outside of school;
 - D. bring the resources of the community - natural, artistic, industrial, commercial, governmental, educational - within the student's learning experience;
 - E. afford students the opportunity to study real things and real processes in their actual environment.

For purposes of this policy, a field trip shall be defined as any planned journey by one or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

Other District-sponsored trips shall be defined as any planned, student-travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

School personnel shall not accept any form of compensation from vendors that might influence their recommendation on the eventual selection of a location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. Furthermore, school personnel shall not accept any compensation from a vendor after a decision has been made regarding the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. In addition, school personnel who recommended the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip shall not enter into a contractual arrangement whereby an individual staff member receives compensation in any form from the

vendor that operates the venue for, or provides the transportation to, a field or other District-sponsored trip for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a school staff member receives such compensation, albeit unsolicited, from a vendor, the staff member shall notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Fiscal Officer at his/her earliest opportunity.

The Superintendent shall approve all field trips within the State of Florida. The Board shall approve all field trips out of State or out of the country.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the District who takes students on trips not approved by the Superintendent. No staff member may solicit students of this District for such trips within the facilities or on the school grounds of the District without permission from the Superintendent. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the District's administrative procedures for Extended Trips.

- II. The Superintendent shall prepare administrative procedures for the operation of both field and other District-sponsored trips.
 - A. the safety and well-being of students;
 - B. parental permission is sought and obtained before any student leaves the District on a trip;
 - C. each trip is properly planned, and if a field trip, is integrated with the curriculum, evaluated, and followed up by appropriate activities which enhance its usefulness;
 - D. the effectiveness of field trip activities is judged in terms of demonstrated learning outcomes;
 - E. each trip is properly monitored;
 - F. student behavior while on all field trips complies with the Student Code of Conduct and on all other trips complies with an approved code of conduct for the trip;
 - G. a copy of each student's Emergency Medical Authorization Form is in the possession of the staff member in charge;
 - H. provisions have been made for the administration of medication to those students for whom medications are administered routinely while at school;
 - I. provisions have been made at the trip destination and in transportation, if and when required to accommodate students and/or chaperones with disabilities.

An instructional staff member shall not change a planned itinerary while the trip is in progress, except where the health, safety, or welfare of the students in his/her charge is imperiled.

In any instance in which the itinerary of a trip is altered, the instructional staff member in charge shall notify the school administrator immediately.

III. Extracurricular Field Trips

- A. A trip which is not directly related to the instructional program but which is related to a school-sponsored or connected activity shall be considered an extracurricular trip.
- B. The Superintendent shall develop procedures to be followed relating to extracurricular field trips.

IV. Parental Notification and Permission

The parent, as defined by Florida Statutes, shall be notified prior to any field trip. Such notice shall state the nature of the field trip; specific location and type of establishment to be visited; the date of the trip; the time of departure and the time of return to the school; mode of transportation; method of student supervision consistent with Florida Statutes; and if it is an overnight trip, whether room assignments for lodging are not separated by biological sex at birth. Any student making a trip shall present a note from his/her parent giving permission for him/her to make the trip.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1000.21, 1001.43, 1006.21, 1006.22, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-3.0171

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REVISION DATE(S): 00/00/0000
FORMERLY: 6.305

CHAPTER 5.00 – STUDENTS

HOMELESS STUDENTS

5.14*

I. Homeless children who live within the county shall be admitted to school in the District, shall have access to the same free public education including preschool as provided to other students, shall be given the opportunity to meet local and state academic achievement standards, and shall be included in state and District assessments and accountability systems. The District shall provide access for homeless children and youth to academic and extracurricular activities.

II. Definitions

A. Homeless Child

One who lacks a fixed, regular and adequate nighttime residence and includes children and youth who

1. Are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
2. Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
3. Are living in emergency or transitional shelters or, abandoned in hospitals or awaiting foster care placement;

4. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

~~Have a primary nighttime residence that is~~

- ~~a. A supervised shelter designed to provide temporary living accommodations;~~
- ~~b. An institution providing temporary residence for persons who are to be institutionalized; or~~
- ~~c. A public or private place not designed or normally used as a regular sleeping accommodation for human beings;~~

5. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
 6. Are migratory children who qualify as homeless because the children are living in circumstances described in II.A.1. through II.A.5.
- B. Unaccompanied Youth – A homeless child or youth A student who is not in the physical custody of a parent or guardian.
 - C. Certified Homeless Youth – A minor, homeless child or youth, including an unaccompanied youth, who has been certified as homeless or unaccompanied by a school district homeless liaison, the director of an emergency shelter program funded by the U. S. Department of Housing and Urban Development or designee, or the director of a runaway or homeless youth basic center or transitional living program funded by the U. S. Department of Health and Human Services or designee, ~~a licensed clinical social worker, or a circuit court.~~
 - D. School of Origin – ~~The school that the student attended when permanently housed or the school where the child or youth was last enrolled,~~ including preschool.
 - E. Enroll and Enrollment – ~~Attending school and participating fully in school activities~~
 - F. Immediate – Without delay.
 - G. Parent – Parent or guardian of a student.
 - H. Liaison – ~~The staff person designated by the District as the person responsible for carrying out the duties assigned to the liaison by the McKinney-Vento Homeless Assistance Act.~~
 - I. Designated receiving school includes the next level school, elementary from prekindergarten, middle from elementary, high from middle, that a homeless child or youth, whose homelessness continues into the next school year, may attend when that next level school is the district designated school for those students in the homeless student’s school of origin
 - J. Eligible School: the school of origin, the school zoned for the address where the student is temporarily residing, or another school which students residing in that attendance zone are eligible to attend
- III. The District shall identify homeless students as defined by federal and state law. If the District’s liaison for homeless children and youth determines that the minor is an

unaccompanied homeless youth, the liaison shall issue to the youth a certificate documenting his/her status as required by law.

The District shall seek to remove barriers to the enrollment and retention of homeless children and youth, even if they cannot produce records or otherwise meet enrollments requirements, including previous academic; immunizations or other health records; birth certificate; proof of residency; guardianship; and other required documentation and enrollment requirements including uniform or dress code requirements, outstanding fees, fines, or absences [s. 722(g)(1)(I)]

- IV. The District shall ensure the immediate enrollment of homeless students, even if the students missed an application or enrollment deadline during any period of homelessness. The District shall seek to remove barriers to the enrollment and retention of homeless children and youth.

~~The District shall ensure the immediate enrollment of homeless students.~~

- A. The District shall assist homeless children to provide documentation to meet state and local requirements for entry into school.
- B. A homeless child shall be given a thirty (30) school day exemption to provide proof of age, certification of a school-entry health examination, proof of immunization and other documentation required for enrollment.
- C. The District shall provide appropriate credit for full or partial coursework satisfactorily completed by homeless children and youth while attending a prior school [s. 722(g)(1)(F)(i)]

- V. Each homeless student shall be provided the services that are available for all other students including transportation, school nutrition programs, before and after school programs, and education services for which the child meets the eligibility criteria such as exceptional education, gifted education, career ~~vocational~~ and technical programs, preschool programs, Title I, and limited English proficiency programs.

- VI. Homeless students shall be given meaningful opportunities to succeed in school. Students experiencing homelessness will have access to all available academic and extracurricular activities for which they meet relevant eligibility criteria. Homeless youth will receive counseling to prepare and improve their readiness for postsecondary education.

- VII. Homeless students may continue their education in the school of origin for the duration of homelessness or in any case in which a family becomes homeless between academic years or during an academic year.

- VIII. Homeless students shall be allowed to remain in the school of origin ~~to the extent feasible~~, unless this is contrary to the wishes of the parents. Keeping homeless students in the school of origin is presumed to be in their best interest, except when doing so is contrary to the request of the student's parent or guardian, or (in the case of an unaccompanied youth) the youth. When considering placement in a school other than the child's or youth's school of origin, the district will consider student-centered factors to determine a placement that is in the student's best interest. The eligible school selected shall immediately enroll the homeless child or youth, even if the child or youth missed an application or enrollment deadline during any period of homelessness.
- IX. Homeless students may continue their education in the school of origin for the duration of homelessness or in any case in which a family becomes homeless between academic years or during an academic year. Homeless students who become permanently housed during the academic year, may remain at their school of origin for the remainder of the academic year and continue to receive all McKinney-Vento Act benefits.
- X. Homeless students and/or parents shall have the right to dispute school assignment if placement is other than the school of origin. The District shall ensure that unaccompanied youth and the parents or guardians of homeless students ~~are notified of the right to remain in the school of origin and of the dispute process~~ shall be provided with a written explanation of any decisions related to school selection or enrollment made by the school or the district and are notified, in writing and in a manner and form understandable to the parents, guardians, or unaccompanied youth, of the right to remain in the school of origin and of the dispute process. They shall be referred to the District's homeless liaison to carry out the dispute resolution process as expeditiously as possible. In The students will either remain enrolled in their school of origin or shall be immediately enrolled in the eligible school in which enrollment is sought, either the school zoned for the address where the students are residing or another school which students residing in that attendance zone are eligible to attend, pending final resolution of the dispute including all available appeals. In the case of unaccompanied youth, the liaison shall ensure immediate enrollment in the eligible school, pending resolution of the dispute.
- XI. If requested by the parent of a homeless child or by the liaison on behalf of an unaccompanied youth, the District shall be responsible for providing transportation to and from the school of origin throughout the duration of homelessness. The District shall share the responsibility for transportation if a homeless student begins living in another district in a homeless status and continues to attend the school of origin.
- XII. Homeless students shall not be stigmatized, segregated, or separated in any educational program on the basis of their homeless status.

- XIII. The district shall coordinate district programs and collaborate with other school districts, community service providers and organizations, including local social services and other community agencies to provide support to homeless students and their families, other school districts regarding homeless student-related transportation, transfer of school records, and other inter-district activities, as needed; housing authorities, and ESE.

The District shall follow the requirements of the McKinney-Vento Homeless Assistance Act and Florida Statutes.

STATUTORY AUTHORITY:

1001.41, 1001.42, 1003.21, F.S.

LAW(S) IMPLEMENTED:

**382.002, 743.067, 1000.21, 1001.43,
1003.01, 1003.21, 1003.22, F.S.**

**MCKINNEY-VENTO HOMELESS ASSISTANCE ACT, P.L.100-77
NO CHILD LEFT BEHIND ACT OF 2001, P.L. 107-110**

HISTORY:

**ADOPTED: 10/22/2019
REVISION DATE(S): _____
FORMERLY:**

CHAPTER 5.00 – STUDENTS

SCHOOL HEALTH SERVICES

5.53+

- I. The School Board shall collaborate with the County Health Department and the District school health advisory committee to develop and implement a health services plan. This plan shall be contained in the *Health Services Manual*.
- II. The plan shall include, but not be limited to, provisions for all aspects required by law.
- III. ~~At the beginning of each school year, the principal shall inform the parent(s) as defined by Florida Statutes, in writing, that students will receive specified health services as provided in the health services plan. A student shall be exempt from any of these services when his/her parent(s) requests an exemption in writing. When invasive screening is one (1) of the specified services, written consent of the student's parent(s) shall be obtained prior to any such screening.~~ At the beginning of each school year, the principal shall inform the parent(s) as defined by Florida Statutes, in writing, of each healthcare service offered at their student's school and that the parent has the option to withhold consent or decline any specific service as provided in the health services plan. A health care practitioner may not solicit or arrange to provide health care services or prescribe medicinal drugs to a minor child without first obtaining written parental consent. When invasive screening is one (1) of the specified services, written consent of the student's parent(s) shall be obtained prior to any such screening.
- IV. Prior to the District administering a student well-being questionnaire or health screening form to a student in grades K-3 the District will provide the questionnaire or health screening form to the parent and obtain the parent(s) permission.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

381.0056, 394.463, 1001.21, 1002.20, 1006.062, F.S.

HISTORY:

ADOPTED: 10/22/2019
REVISION DATE(S): 00/00/0000
FORMERLY:

CHAPTER 5.00 – STUDENTS

USE OF TIME OUT, SECLUSION AND PHYSICAL RESTRAINT FOR STUDENTS WITH DISABILITIES

5.341*+

I. The District shall implement behavioral management interventions for disruptive students to prevent and reduce significant disruptive behavior and to provide for the physical safety and security of students and staff when students pose a threat to themselves and/or others. The focus shall be on the use of the least restrictive but effective intervention(s) for each student.

II. Time Out

Time out is a procedure in which access to reinforcement is removed or reduced for a designated time.

A. *Non-exclusion time out* is the least restrictive form of time out. The student is allowed to observe the classroom activity but not participate.

B. *Exclusion time out* excludes the student from participation in and observation of classroom activities. The student remains in the classroom but cannot observe or participate in ongoing activities.

III. Physical Restraint

A. School personnel may not use mechanical restraint unless they have been trained by qualified personnel and only when all positive behavior interventions and supports have been exhausted. School resource officers, school safety officers, school guardians or school security guards may use mechanical restraints in the exercise of their powers and duties to restrict students.

B. *Manual physical restraint* is the use of physical restraint techniques that involve physical force to restrict free movement of all or part of a student's body. It is a method to prevent a student from harming himself/herself or others.

C. Physical restraint should only be used in an emergency situation when an immediate and significant threat to the student or others exists and must be discontinued as soon as the threat posed by the dangerous behavior has dissipated.

- D. Physical restraint techniques may not be used to inflict pain to induce compliance.

IV. Documentation and Reporting

All instances of time out, seclusion and restraint shall be documented and reported as required by Florida Statute.

V. Notice, Monitoring and Analysis

- A. At the beginning of each school year, the district shall post its policies and procedures on positive behavior interventions and supports as adopted by the school district.
- B. The use of manual physical restraint or seclusion shall be monitored at the classroom, school and District levels.
- C. The use and effectiveness of the behavior interventions, shall be analyzed and monitored by the District.

VI. Prohibitions

School personnel shall not

- A. Use a mechanical restraint or a manual physical restraint that restricts a student's breathing or
- B. Close, lock or physically block a student in a room that is unlit or that does not meet the rules of the State Fire Marshall for a seclusion time out room.

VII. Training

- A. The District shall provide initial training for designated personnel in the use of time out, seclusion and physical restraint.
- B. Refresher training shall be conducted annually.
- C. Personnel who have been trained in manual restraint techniques in positions outside of the School District shall receive training in District methods.

VIII. Procedures

The Superintendent shall develop procedures to implement this policy and related statutes. Procedures shall include but not be limited to the following:

- A. Incident reporting;
- B. Data collection;
- C. Monitoring and analysis;
- D. Plan for reducing the use of restraint and seclusion;
- E. Identification of staff to be trained; and
- F. Training components.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**1001.43, 1003.32, 1003.573,
1006.07, 1006.11, 1012.75, F.S.**

STATE BOARD OF EDUCATION RULE(S)

6A-6.03312

HISTORY:

**ADOPTED: 00/00/0000
REVISION DATE(S): _____
FORMERLY: NEW**

CHAPTER 5.00 – STUDENTS

PARENTAL ACCESS TO INFORMATION

5.711+

- I. The Board shall incorporate into the Board approved Student Services Plan, rules and procedures required by Every Student Succeed Act (ESSA) relating to student privacy, parental access to information and administration of physical examinations to minors.
- II. The Superintendent shall develop procedures to ensure that this policy is carried out in each of the district schools.
- III. Parents/Guardians of each student shall be notified at a minimum, at least annually at the beginning of the year, the rules and procedures relating to this policy. Parents/guardians shall be notified within a reasonable period of time of any substantive change made to this policy.
- IV. The District understands a student’s physical, behavioral, and emotional well-being are integral components of student achievement. Pursuant to Florida Statute 1014.01 et seq., parents have the right to access and review all school records, including medical records, pertaining to their minor child. Parents shall be notified of any change in student’s services or monitoring related to the student’s mental, emotional, or physical health or well-being, unless
 - a. prohibited by law; or
 - b. if the parent is the subject of an investigation of a crime committed against the minor child and a law enforcement agency or official requests that the information not be release; or
 - c. a reasonably prudent person would believe that disclosure would result in abuse, abandonment, or neglect.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED:

20 U.S.C. 1232H; 1001.43, F.S.

HISTORY:

**ADOPTED:10/22/2019
REVISION DATE(S):00/00/0000
FORMERLY:**

©EMCS
©NEFEC
©GCPS
Adopted 10/22/2019
Revised 00/00/0000

Gadsden 5.711+

CHAPTER 6.00 – HUMAN RESOURCES

REPORT OF MISCONDUCT

6.29*

The School District of Gadsden County shall adhere to all requirements related to employee misconduct that affects the health, safety or welfare of a student.

I. Mandatory Reporting of Misconduct

- A. ~~It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.~~ It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety or welfare of a student that would be violation of s. 800.101, or that would be a disqualifying offense under s. 1012.315, or any allegation of sexual misconduct with a student. Failure of an employee to report such misconduct shall result in disciplinary action. Further, an employee who knowingly or willfully fails to do so, or who knowingly or willfully prevents another person from doing so, commits a misdemeanor of the first degree. An employee who knowingly or willfully coerces or threatens another person with the intent to alter his or her testimony or written report regarding a violation of s. 800.101 commits a misdemeanor of the first degree.
- B. Educational support employees, instructional personnel and school administrators shall report alleged misconduct of other educational support employees, instructional personnel or school administrators who engage in or solicit sexual, romantic, or lewd conduct with a student.
- C. If the prohibited conduct occurs while employed by the district, the School Board and Superintendent must report the employees or personnel and the disqualifying circumstances to the department of education for inclusion on the disqualification list maintained by the department pursuant to section 1001.10(4)(b), F.S.

II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety or welfare of a student regardless of whether the

person resigned or was terminated before the conclusion of the investigation. The Superintendent shall notify the department of the result of the investigation and whether the misconduct warranted termination, regardless of whether the person resigned or was terminated before the conclusion of the investigation.

- A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students pending the outcome of the investigation.
- B. Information related to the alleged misconduct shall be considered confidential until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.
- C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes. The Superintendent shall report alleged misconduct of educational support employees, instructional personnel or school administrator who engage in conduct that would be considered disqualifying pursuant to Section 1012.315, Florida Statutes or any allegation of sexual misconduct with a student. Failure to report such conduct to the Department or Law Enforcement forfeits the Superintendent's salary for up to one year.
- D. The School District shall notify the parents of a student affected by an educator's violation of the district's Standards of Ethical Conduct. This notice must be provided to the parent within thirty (30) days of knowledge of the incident and inform the parent of:
 1. The nature of the misconduct,
 2. If the District reported the misconduct to the department in accordance with Section 1012.796, Florida Statutes,
 3. The sanctions imposed against the employee, if any, and
 4. The support the school district will make available to the student in response to the employee's misconduct.

III. Legally Sufficient Complaint

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District became aware of the subject matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

IV. Resignation or Retirement in Lieu of Termination

If the Superintendent determines that misconduct by an educational support employee, instructional staff member or an administrator who holds a certificate issued by the Florida Department of Education affects the health, safety, or welfare of a student and the misconduct warrants termination, the staff member may resign or be terminated and the Superintendent shall report the misconduct to the Department of Education as required.

V. Employment Reference

The Board, Superintendent, or any other representative of the School District shall not enter into a confidentiality agreement regarding terminated or dismissed educational support employees, instructional personnel or school administrators, based in whole or in part on misconduct that affects the health, safety, or welfare of a student. The Board, Superintendent, or any other representative of the School District shall not enter into a confidentiality agreement with educational support employees, instructional personnel or school administrators who resign in lieu of termination, based in whole or in part on misconduct, that affects the health, safety, or welfare of a student. The Board, Superintendent, or any other representative of the School District may not provide an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety or welfare of a student. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by educational support, instructional personnel or school administrators which affects the health, safety, or welfare of a student is void and contrary to public policy, and may not be enforced.

VI. Notification

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

VII. Protection from Liability

- A. Any individual who reports in good faith any act of child abuse, abandonment or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil or criminal liability that might result from such action.
- B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

VIII. False or Incorrect Report

The Superintendent, a Board member or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 39.203, 112.313, 119.071, 768.095, 1001.42, 1006.061, 1012.01, 1012.22, 1012.27, 1012.795, 1012.796, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-10.081

HISTORY: ADOPTED: 10/22/21
 REVISION DATE(S): 11/16/2021, 00/00/0000
 FORMERLY:

CHAPTER 7 – BUSINESS SERVICES

~~CORPORATE CARD PROGRAM~~ **CORPORATE CREDIT CARD PROGRAM**

7.361+

~~The Gadsden County School Board through a Corporate Card Program authorizes select employees to purchase goods or services related to business travel within given guidelines while conducting business on behalf of the Board. This policy and related procedures apply to all employees participating in the corporate card program.~~

- ~~I. Any eligible Board employee may receive a corporate card if the employee is expected to incur school board business related expenses.~~
- ~~II. Use of the corporate card will be routinely monitored. Any willful misuse of the corporate card or violation of program policies and procedures may result in the cancellation of the card and charge privileges as well as disciplinary action up to and including termination of employment.~~

The School Board recognizes the value of a corporate credit as an efficient method of payment and record keeping for certain expenses.

The Board, therefore, authorizes the use of District corporate credit cards. The authorization, handling, and use of corporate cards has been established to provide a convenient and efficient means to purchase goods and services from vendors and for business travel on behalf of the district. Corporate cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that corporate credit cards shall only be used in connection with Board-approved or district-related activities and that only those types of expenses that are for the benefit of the District and serve a valid and proper public purpose shall be paid for by credit card. Under no circumstances shall corporate credit cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal.

The Superintendent shall specify those authorized to use corporate credit cards, the types of expenses that can be paid by corporate credit cards, and the proper supervision of the use of corporate credit cards. Inappropriate or illegal use of the corporate credit card and/or failure to strictly comply with the limitations and requirements set forth in administrative procedures may result in a loss of corporate credit card privileges, disciplinary action, up to and including

termination, personal responsibility for any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase, and/or possible referral to law enforcement authorities for prosecution.

STATUTORY AUTHORITY

1001.41 F.S.

LAWS IMPLEMENTED

1010.04 F.S.

HISTORY

ADOPTED: 10/19/2022
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