

AGENDA

REGULAR SCHOOL BOARD MEETING

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

October 25, 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. September 8, 2022, 6:00 p.m. – Final Budget Hearing
 - b. September 27, 2022, 4:30 p.m. - School Board Workshop
 - c. September 27, 2022, 6:00 p.m. - Regular School Board Meeting
 - d. October 4, 2022, 4:00 p.m. – Student Hearing
 - e. October 4, 2022, 4:30 p.m. – Student Hearing

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) – **SEE PAGE #4**

- a. Personnel 2022 - 2023

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. Budget Amendment #1 – **SEE PAGE #8**

Fund Source: 1100 General Fund
Amount: \$3,531,544

ACTION REQUESTED: The Superintendent recommends approval.

- b. Crossroad Academy Charter School Financial Statements – **SEE PAGE #12**

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Emergency Shelter Interlocal Agreement – **SEE PAGE #17**

Fund Source: FEMA Reimbursement
Amount: To Be Determined

ACTION REQUESTED: The Superintendent recommends approval.

- b. Memorandum of Understanding Between The Gadsden County School District and The Gadsden County Classroom Teacher Association (Retention and Recruitment) – **SEE PAGE #29**

Fund Source: ESSER III
Amount: Pending Budget Approval

ACTION REQUESTED: The Superintendent recommends approval.

- c. Memorandum of Understanding Between The Gadsden County School District and The Gadsden County Classroom Teacher Association (Recognition and Work) **SEE PAGE #31**

Fund Source: ESSER III
Amount: Pending Budget Approval

ACTION REQUESTED: The Superintendent recommends approval.

9. STUDENT MATTERS – **SEE ATTACHMENT**

- a. Student Expulsion – See back-up material

Case #10-2223-0051

ACTION REQUESTED: The Superintendent recommends approval.

10. SCHOOL FACILITY/PROPERTY

- a. Purchase Order Request for Clemons, Rutherford & Associates, Inc. in the amount of \$29,586.12 – **SEE PAGE #33**

Fund Source: Insurance
Amount: \$29,586.12

ACTION REQUESTED: The Superintendent recommends approval.

- b. Purchase Order Request for Clemons, Rutherford & Associates, Inc. in the amount of \$35,839.64 – **SEE PAGE #37**

Fund Source: Insurance
Amount: \$35,839.64

ACTION REQUESTED: The Superintendent recommends approval.

- c. Request for Amendment to Professional Services Agreement with DAG Architects, Inc. - **SEE PAGE #41**

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

ACTION REQUESTED: The Superintendent recommends approval.

11. EDUCATIONAL ISSUES

- a. Florida Safe School Assessment Tool (FSSAT) - **SEE PAGE #75**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. PAEC Professional Learning Catalog 2022 – 2023 Amendments – **SEE PAGE #78**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

12. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS

- a. Approval of Job Description – **SEE PAGE #82**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

13. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

14. SCHOOL BOARD REQUESTS AND CONCERNS

15. 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

October 25, 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 October 25, 2022.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees October 2022</u>
Classroom Teachers and Other Certified	120 & 130	315.00
Administrators	110	54.00
Non-Instructional	150, 160, & 170	<u>370.00</u>
		739.00
Part Time Instructional		3.00
Part Time Non Instructional		<u>5.00</u>
Total		8.00
100% Grant Funded		157.00
Split Grant Funded		<u>25.00</u>
Total Grant Funded of 739 Employees		182.00

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>
Austin, Jodiann	SSES	Teacher	09/06/2022
Branch, Whitney	SSES	Teacher	10/03/2022
Christie, Camille	GWM	Teacher	10/03/2022
Curry, Qvaunda	WGMS	Teacher	09/27/2022
Hunt, Gia	SSES	Adjunct Instructor	10/03/2022
Israel, Obadiah	SSES	Adjunct Instructor	10/04/2022
Jackson, Kadijah	GCHS	Adjunct Instructor	09/19/2022
Jacobs, Kendrick	WGMS	Adjunct Instructor	09/20/2022
Jacobs, Kendrick	WGMS	Teacher	10/13/2022
James, Christopher	GCHS	Teacher	10/03/2022
Jeffery, Olivia	SSES	Teacher	10/04/2022
Johnson, Richard	JASMS	Teacher	09/15/2022
Kibor, Ruth	JASMS	Teacher	09/27/2022
Kudumala, Anuradha	HMS	Teacher	09/19/2022
Nelson, Davia	GWM	Teacher	10/03/2022
Robinson, Dominga	GCHS	Adjunct Instructor	09/27/2022
Williams, Bakari	GCHS	Adjunct Instructor	10/12/2022
Williams, Dwight	JASMS	Adjunct Instructor	10/03/2022

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Collins, Melvin	District, Finance	Chief Account Clerk	09/19/2022
Hayes, Monica	ESOL, Migrant Ed.	Social Worker	10/03/2022
Jackson, Tameshia	GTC	Secretary	09/19/2022
Johnson, Bennie	HMS	School Food Service Worker	10/03/2022
Johnson, Fredricka	GCHS	Secretary	09/09/2022
Johnson, Willie	GCHS	Educational Paraprofessional	10/12/2022
Jordan, Shontel	Transportation	Vehicle Mechanic	10/10/2022
Lynn, Faye	JASMS	Custodial Assistant	09/19/2022
McCloud, Albert	CPA	School Food Service Manager	10/03/2022
McCloud, Terika	SSES	Educational Paraprofessional	09/26/2022
Mercer, Aisha	HMS	Educational Paraprofessional	09/29/2022
Moore, H. Gerard	Transportation	Supv/Coord of Vehicle Service	10/03/2022
Moten, Andrew	GCHS	Program Specialist-Character Ed	09/28/2022
Reyes, Yazmin	GWM	Secretary	09/19/2022
Richardson, Willie	GCHS	Custodial Assistant	09/07/2022
Rittman, Teresa	JASMS	Educational Paraprofessional	10/03/2022
Robinson, Kevin	Transportation	Bus Aide	09/27/2022
Salias, Lorraine	District/ESE	Administrative Assistant	10/03/2022
Sanger, Corelia	District/.ESE	ESE Program Specialist	10/17/2022
Thomas, Barbara	GCHS	ESE Self Help Assistant	09/26/2022
Thomas, Dedra	JASMS	Custodial Assistant	09/21/2022
Wade, James	GCHS	Educational Paraprofessional	09/26/2022
Yarrington, Allen	JASMS	Educational Paraprofessional	09/26/2022
Young, Deborah	District/Finance	Chief Account Clerk	10/03/2022

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>
Blocker, Lakeasha	JASMS/ School Safety Guardian	08/08/2022	09/23/2022
Clarke, Jonnie	Florida State Hospital/Teacher	08/09/2022	11/11/2022
Esland, Sheronda	WGMS/Ed Paraprofessional	08/02/2022	11/02/2022
Dasher, Laportia	GCHS/Teacher	09/01/2022	11/11/2022
Pringley, Giselda	SSES/Secretary	10/03/2022	12/31/2022
Sanon, Tracey	JASMS/Teacher	08/31/2022	10/31/2022

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Braxton, Taurus	RFM	Educational Paraprofessional	09/30/2022
Christie, Camille	GWM	Teacher	10/12/2022
Fields, Marlin	HMS	Custodial Assistant	10/07/2022
Gray, John	HMS	Teacher	09/19/2022
Hayes, Monica	ESOL/Migrant Office	Ed Paraprofessional PT	09/29/2022
Jackson, Tameshia*	HMS	Educational Paraprofessional	09/16/2022
James, Christopher	GCHS	Attendance Assistant	09/30/2022
Johnson, Fredericka*	GCHS	ESE Self Help Assistant	09/08/2022
Jones, Curtis	Head Start/PreK	PreK Program Assistant	10/21/2022
Maysonet, Aceia	GCHS	Teacher	09/21/2022
McCloud, Albert*	GWM	School Food Service Worker	09/30/2022
Mills, Jalyn	HMS	Teacher	10/14/2022
Moore, H. Gerard	GTC	Diesel Technician	09/30/2022
Tejada, Lourdes	HMS	Secretary	09/22/2022
Whaley, Myra	JASMS	Teacher	09/20/2022

*Resigned to accept another position within the District

OUT OF FIELD

<u>Name</u>	<u>Location</u>	<u>Area out of Field</u>	<u># of Periods</u>
Bailey, Latrisa	Head Start	Pre K/Primary Education	All Periods
Bailey, Renita	GCHS	ESE	All Periods
Belneau, Kamaria	HMS	ESE	All Periods
Bradley, Jihan	HMS	Elementary Education	All Periods
Curry, Qvaunda	WGMS	ESE	All Periods
Davis, Stephan	HMS	ESE	All Periods
Dilworth, Laquanda	JASMS	English	All Periods
Garrett, Blake	GCHS	School Guidance Counselor	All Periods
Hargrett, Bianca	WGMS	PE	All Periods
Hill, Brandon	GWM	Elementary Education	All Periods
Inniss, Shennia	SSES	Elementary Education	All Periods
Ivory, Dwayne	WGMS	PE	All Periods
Jeffery, Olivia	SSES	Elementary Education	All Periods
Johnson, Richard	JASMS	Science	All Periods
Johnson-King, Sharonda	HMS	Science	All Periods
Joiner, Athanasia	GCHS	English	All Periods
Kemp, Charles	HMS	Elementary Education	All Periods
Kenion, Marrisona	SSES	Pre K/Primary Education	All Periods
Mills, Jalyn	HMS	Elementary Education	All Periods
Parker, Tyrone	SSES	Elementary Education	All Periods
Smith, Kaloma	GCHS	ESE	All Periods
Varnado, Jazmine	HMS	Elementary Education	All Periods
Walker, Kyshada	SSES	Elementary Education	All Periods
White, Burnell	SSES	Elementary Education	All Periods
Williams, Derrick	CPA	ESE	All Periods
Williams, Adrian	HMS	Elementary Education	All Periods

TERMINATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Kelly, James	HMS	Teacher	09/27/2022

DROP EXTENSION/INSTRUCTIONAL ANNUAL CONTRACT

<u>Name</u>	<u>Location/Position</u>	<u>DROP Ends</u>	<u>DROP Extension</u>
Harris (Clary), Curlie	GWM/Teacher	11/30/2022	06/02/2023

DROP RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jackson, Rolanda	District	Visiting Teacher / Social Worker	10/31/2022

SUBSTITUTES

Teacher

Gordon, Ladeidra
Gray, John
Pearson, Jeanette
Thomas, Laverne

SFS/Custodial

Sconiers, Barbara
Smith, Ethel

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEMS: Budget Amendment #1

DIVISION: Finance and Accounting Department

PURPOSE AND SUMMARY OF ITEMS: This amendment is decreasing the General Fund (1100) in the amount of \$3,531,544 which represents the adjustment for the Family Empowerment Scholarships. This will bring the adjusted net state FEFP to \$22,444,204 in Revenue and the Expenditures will also be reduced by the same amount \$3,531,544 to reflect the overall reduction.

FUND SOURCE: 1100 General Fund

AMOUNT: \$3,531,544

PREPARED BY: LaClarence Mays

POSITION: Chief Finance Officer

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 _____

Be sure that the Comptroller has signed the budget page.

2022-23 FEFP Second Calculation
Prekindergarten through Grade 12 Funding Summary - Page 4

District	Net State FEFP	Adjustment for Family Empowerment Scholarships	Adjusted Net State FEFP
	-1-	-2-	-3-
1 Alachua	125,724,762	(17,056,035)	108,668,727
2 Baker	29,726,345	(991,640)	28,734,705
3 Bay	94,055,337	(5,549,213)	88,506,124
4 Bradford	17,188,656	(2,092,305)	15,096,351
5 Brevard	297,279,060	(38,731,413)	258,547,647
6 Broward	878,747,842	(119,543,634)	759,204,208
7 Calhoun	14,265,990	(230,345)	14,035,645
8 Charlotte	17,087,629	(5,569,452)	11,518,177
9 Citrus	58,880,612	(6,018,844)	52,861,768
10 Clay	215,042,001	(10,623,033)	204,418,968
11 Collier	32,834,487	(11,523,747)	21,310,740
12 Columbia	57,750,180	(6,016,927)	51,733,253
13 Dade	870,665,895	(225,184,792)	645,481,103
14 DeSoto	23,673,341	(1,437,589)	22,235,802
15 Dixie	13,455,943	(1,062,030)	12,393,913
16 Duval	573,056,647	(79,564,030)	493,492,617
17 Escambia	169,936,809	(18,734,427)	151,202,382
18 Flagler	38,702,079	(6,042,970)	32,659,109
19 Franklin	743,623	(284,236)	459,387
20 Gadsden	25,975,748	(3,531,544)	22,444,204
21 Gilchrist	18,109,480	(1,433,966)	16,675,514
22 Glades	9,415,319	(262,771)	9,152,548
23 Gulf	2,212,779	(464,942)	1,747,837
24 Hamilton	8,178,337	(902,060)	7,276,277
25 Hardee	26,327,908	(425,976)	25,901,932
26 Hendry	79,741,286	(2,930,283)	76,811,003
27 Hernando	122,590,628	(14,347,674)	108,242,954
28 Highlands	60,541,798	(5,516,983)	55,024,815
29 Hillsborough	1,030,853,598	(75,655,852)	955,197,746
30 Holmes	21,518,071	(504,094)	21,013,977
31 Indian River	28,404,901	(4,646,167)	23,758,734
32 Jackson	35,069,386	(1,547,706)	33,521,680
33 Jefferson	3,652,937	(532,659)	3,120,278
34 Lafayette	7,815,905	(176,091)	7,639,814
35 Lake	206,252,410	(24,755,818)	181,496,592
36 Lee	231,244,226	(23,386,744)	207,857,482
37 Leon	152,144,958	(16,191,458)	135,953,500
38 Levy	31,973,181	(2,959,337)	29,013,844
39 Liberty	9,205,256	(330,756)	8,874,500
40 Madison	13,967,413	(634,626)	13,332,787
41 Manatee	138,320,516	(21,027,920)	117,292,596
42 Marion	204,774,519	(20,794,080)	183,980,439
43 Martin	28,496,936	(7,016,989)	21,479,947
44 Monroe	5,815,027	(2,511,393)	3,303,634
45 Nassau	40,085,010	(4,620,743)	35,464,267
46 Okaloosa	135,176,144	(12,049,208)	123,126,936
47 Okeechobee	32,006,777	(1,901,013)	30,105,764
48 Orange	765,117,796	(112,168,222)	652,949,574
49 Osceola	378,643,254	(42,861,226)	335,782,028
50 Palm Beach	392,378,576	(76,055,962)	316,322,614
51 Pasco	429,915,432	(29,329,350)	400,586,082
52 Pinellas	231,944,831	(46,737,973)	185,206,858
53 Polk	584,138,342	(50,493,829)	533,644,513
54 Putnam	50,924,604	(3,342,973)	47,581,631
55 St. Johns	184,631,993	(13,865,214)	170,766,779
56 St. Lucie	192,188,251	(21,937,199)	170,251,052
57 Santa Rosa	156,069,368	(9,147,447)	146,921,921
58 Sarasota	30,017,750	(17,568,582)	12,449,168
59 Seminole	300,444,464	(28,424,964)	272,019,500
60 Sumter	5,580,895	(2,410,054)	3,170,841
61 Suwannee	33,436,335	(3,007,924)	30,428,411
62 Taylor	12,751,668	(1,147,652)	11,604,016
63 Union	15,825,338	(531,315)	15,294,023
64 Volusia	243,704,693	(33,568,825)	210,135,868
65 Wakulla	28,790,339	(1,089,049)	27,701,290
66 Walton	7,010,519	(2,988,377)	4,022,142
67 Washington	20,881,866	(866,649)	20,015,217
69 FAMU Lab School	4,946,491	0	4,946,491
70 FAU - Palm Beach	10,122,506	0	10,122,506
71 FAU - St. Lucie	9,943,193	0	9,943,193
72 FSU Lab - Broward	5,777,618	0	5,777,618
73 FSU Lab - Leon	12,912,760	0	12,912,760
74 UF Lab School	9,489,965	0	9,489,965
75 Virtual School	301,323,971	0	301,323,971

State 10,657,600,560 (1,304,858,301) 9,352,742,259

**DISTRICT SCHOOL BOARD OF GADSDEN COUNTY
DISTRICT SUMMARY BUDGET
For Fiscal Year Ending June 30, 2023**

SECTION II. GENERAL FUND - FUND 100

	Account Number	
ESTIMATED REVENUES		
<i>FEDERAL:</i>		
Federal Impact, Current Operations	3121	
Reserve Officers Training Corps (ROTC)	3191	50,000.00
Miscellaneous Federal Direct	3199	
Total Federal Direct	3100	50,000.00
<i>FEDERAL THROUGH STATE AND LOCAL:</i>		
Medicaid	3202	
National Forest Funds	3255	
Federal Through Local	3280	
Miscellaneous Federal Through State	3299	
Total Federal Through State and Local	3200	
<i>STATE:</i>		
Florida Education Finance Program (FEFP)	3310	22,444,204.00
Workforce Development	3315	407,400.00
Workforce Development Capitalization Incentive Grant	3316	
Workforce Education Performance Incentives	3317	
Adults With Disabilities	3318	100,000.00
CO&DS Withheld for Administrative Expenditure	3323	4,731.30
Diagnostic and Learning Resources Centers	3335	
Sales Tax Distribution (s. 212.20(6)(d)6.a., F.S.)	3341	223,250.00
State Forest Funds	3342	
State License Tax	3343	
District Discretionary Lottery Funds	3344	
Class Size Reduction Operating Funds	3355	4,399,193.00
Florida School Recognition Funds	3361	
Voluntary Prekindergarten Program (VPK)	3371	500,000.00
Preschool Projects	3372	
Reading Programs	3373	
Full-Service Schools Program	3378	
State Through Local	3380	
Other Miscellaneous State Revenues	3399	300,000.00
Total State	3300	28,378,778.30
<i>LOCAL:</i>		
District School Taxes	3411	6,493,308.00
Tax Redemptions	3421	
Payment in Lieu of Taxes	3422	
Excess Fees	3423	
Tuition	3424	
Lease Revenue	3425	
Investment Income	3430	
Gifts, Grants and Bequests	3440	
Interest Income - Leases	3445	
Adult General Education Course Fees	3461	
Postsecondary Career Certificate and Applied Technology Diploma	3462	
Continuing Workforce Education Course Fees	3463	
Capital Improvement Fees	3464	
Postsecondary Lab Fees	3465	
Lifelong Learning Fees	3466	
GED [®] Testing Fees	3467	
Financial Aid Fees	3468	
Other Student Fees	3469	
Preschool Program Fees	3471	
Prekindergarten Early Intervention Fees	3472	
School-Age Child Care Fees	3473	
Other Schools, Courses and Classes Fees	3479	
Miscellaneous Local Sources	3490	
Total Local	3400	6,493,308.00
TOTAL ESTIMATED REVENUES		34,922,086.30
OTHER FINANCING SOURCES:		
Loans	3720	
Sale of Capital Assets	3730	
Loss Recoveries	3740	
<i>Transfers In:</i>		
From Debt Service Funds	3620	
From Capital Projects Funds	3630	3,004,307.00
From Special Revenue Funds	3640	
From Permanent Funds	3660	
From Internal Service Funds	3670	
From Enterprise Funds	3690	
Total Transfers In	3600	3,004,307.00
TOTAL OTHER FINANCING SOURCES		3,004,307.00
Fund Balance, July 1, 2022	2800	
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES AND FUND BALANCE		37,926,393.30

DISTRICT SCHOOL BOARD OF GADSDEN COUNTY
DISTRICT SUMMARY BUDGET
For Fiscal Year Ending June 30, 2023

SECTION II. GENERAL FUND - FUND 100 (Continued)

APPROPRIATIONS	Account Number	Totals	Salaries 100	Employee Benefits 200	Purchased Services 300	Energy Services 400	Materials and Supplies 500	Capital Outlay 600	Other 700
Instruction	5000	16,683,493.28	11,304,464.12	1,979,029.16	3,000,000.00		400,000.00		
Student Support Services	6100	1,536,412.94	1,200,000.00	305,912.94	30,000.00		500.00		
Instructional Media Services	6200	451,947.66	350,000.00	101,947.66					
Instruction and Curriculum Development Services	6300	705,000.00	540,000.00	115,000.00	50,000.00				
Instructional Staff Training Services	6400	161,766.99	86,000.00	53,766.99	22,000.00				
Instruction-Related Technology	6500	160,012.97	80,000.00	70,012.97	9,000.00		1,000.00		
Board	7100	765,000.00	165,000.00	349,000.00	50,000.00		1,000.00		200,000.00
General Administration	7200	702,500.00	400,000.00	215,000.00	35,000.00		2,500.00		50,000.00
School Administration	7300	4,562,900.00	3,800,000.00	755,000.00	2,900.00		5,000.00		
Facilities Acquisition and Construction	7400	104,529.64	80,000.00	23,629.64			900.00		
Fiscal Services	7500	626,000.00	431,000.00	130,000.00	50,000.00			10,000.00	5,000.00
Food Service	7600	23,000.00	15,000.00	5,000.00			3,000.00		
Central Services	7700	394,591.16	275,979.99	83,611.17	25,000.00			5,000.00	5,000.00
Student Transportation Services	7800	2,731,097.82	1,888,597.82	790,000.00	50,000.00		2,500.00		
Operation of Plant	7900	4,004,496.23	1,664,332.37	583,000.00	200,000.00	1,507,163.86	50,000.00		
Maintenance of Plant	8100	1,340,777.99	460,777.99	130,000.00	200,000.00	500,000.00	50,000.00		
Administrative Technology Services	8200	771,500.00	364,000.00	102,500.00	300,000.00		5,000.00		
Community Services	9100								
Debt Service	9200								
Other Capital Outlay	9300								
TOTAL APPROPRIATIONS		35,725,026.68	23,105,152.29	5,792,410.53	4,023,900.00	2,007,163.86	521,400.00	15,000.00	260,000.00
OTHER FINANCING USES:									
<i>Transfers Out: (Function 9700)</i>									
To Debt Service Funds	920	201,366.62							
To Capital Projects Funds	930								
To Special Revenue Funds	940								
To Permanent Funds	960								
To Internal Service Funds	970								
To Enterprise Funds	990								
Total Transfers Out	9700	201,366.62							
TOTAL OTHER FINANCING USES		201,366.62							
Nonspendable Fund Balance, June 30, 2023	2710								
Restricted Fund Balance, June 30, 2023	2720								
Committed Fund Balance, June 30, 2023	2730								
Assigned Fund Balance, June 30, 2023	2740								
Unassigned Fund Balance, June 30, 2023	2750	2,000,000.00							
TOTAL ENDING FUND BALANCE	2700	2,000,000.00							
TOTAL APPROPRIATIONS, OTHER FINANCING USES AND FUND BALANCE		37,926,393.30							

CROSSROAD ACADEMY CHARTER SCHOOL
Profit & Loss
July through September 2022

	<u>Jul - Sep 22</u>
Ordinary Income/Expense	
Income	
3100 · Federal Direct Grant	926,797.21
3310 · FEFP Program	967,000.36
3430 · Interest Income	263.42
3472 · Pre-Kindergarten	2,939.58
34721 · Pre-K 3 Year Olds	240.00
3490 · Other local revenue	<u>3,939.53</u>
Total Income	<u>1,901,180.10</u>
Gross Profit	1,901,180.10
Expense	
5000 · Instruction	725,949.51
6000 · Instructional Support Services	630,571.84
7100 · Board	201,000.00
7200 · General Administration	10,349.26
7300 · School Administration	198,307.37
7400 · Facilities and Acquisition	8,148.00
7500 · Fiscal Services	-690.18
7600 · Food Services	18,944.21
7700 · Central Services	2,323.00
7800 · Student Transportation Servi...	1,000.00
7900 · Operation of Plant	50,830.82
8100 · Maintenance of Plant	<u>83,768.12</u>
Total Expense	<u>1,930,501.95</u>
Net Ordinary Income	-29,321.85

9:05 AM

10/05/22

Cash Basis

CROSSROAD ACADEMY CHARTER SCHOOL

Profit & Loss

July through September 2022

	<u>Jul - Sep 22</u>
Other Income/Expense	
Other Income	
3397 · Capital Outlay	59,060.00
	<hr/>
Total Other Income	59,060.00
	<hr/>
Net Other Income	59,060.00
	<hr/>
Net Income	<u><u>29,738.15</u></u>

CROSSROAD ACADEMY CHARTER SCHOOL
Balance Sheet
As of September 30, 2022

	<u>Sep 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1100 · Cash & cash equivalents	6,339,228.71
Total Checking/Savings	6,339,228.71
Other Current Assets	
1140 · Due from other funds	25,485.08
1230 · Prepaid expenses	20,358.63
Total Other Current Assets	45,843.71
Total Current Assets	6,385,072.42
Fixed Assets	
1300 · Property, plant, and equip- net	4,371,664.67
Total Fixed Assets	4,371,664.67
TOTAL ASSETS	<u>10,756,737.09</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2160 · Due to other funds	7,563.57
2170 · Salaries, benefits, p/r paya...	12,625.42
2175 · Accrued expenses	37,205.63
2250 · Current Notes Payable	82,581.25
Total Other Current Liabilities	139,975.87
Total Current Liabilities	139,975.87
Long Term Liabilities	
2300 · Notes payable - long term	1,453,624.73
Total Long Term Liabilities	1,453,624.73
Total Liabilities	1,593,600.60

CROSSROAD ACADEMY CHARTER SCHOOL
Balance Sheet
As of September 30, 2022

	<u>Sep 30, 22</u>
Equity	
2760 · Net Assets Unrestricted	9,133,398.34
Net Income	<u>29,738.15</u>
Total Equity	<u>9,163,136.49</u>
TOTAL LIABILITIES & EQUITY	<u><u>10,756,737.09</u></u>

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEM: Emergency Shelter Interlocal Agreement

DIVISION: District Support Services

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

PURPOSE AND SUMMARY OF ITEM:

Requesting Board approval to establish an interlocal agreement with the County of Gadsden for Emergency Shelter Operations. This agreement outlines the responsibilities of both the "County" and the "School Board" as well reimbursements for cost incurred by the "School Board" during an emergency shelter occurrence.

FUND SOURCE: FEMA Reimbursement

AMOUNT: To Be Determined

PREPARED BY: Dr. Sylvia R. Jackson



POSITION: Assistant Superintendent for Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 11

CHAIRMAN'S SIGNATURE: page(s) numbered 11

REVIEWED BY: _____

SHELTERS INTERLOCAL AGREEMENT

**GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**

EMERGENCY SHELTER OPERATIONS SCHOOL BOARD FACILITIES AND STAFFING

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered by and between Gadsden County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the School Board of Gadsden County, Florida ("School Board"), a public body corporate and politic created and existing under the Constitution of the State of Florida, (individually, a "Party," collectively, "Parties").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers to work together to provide services and facilities in a manner best suited to geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, pursuant to Section 252.38(1)(d), Florida Statutes, during a declared state or local emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and necessary personnel to staff such facilities; and

WHEREAS, in furtherance of the County's Comprehensive Emergency Management Plan, the County and the School Board wish to cooperate in the interest of public safety by providing facilities and necessary personnel to staff such facilities, provide supplies and transportation assistance for evacuations in association with providing shelters in times of emergency; and

WHEREAS, the County and the School Board, together constituting the "Parties" to this Agreement, mutually agree that the School Board make available certain school facilities for emergency shelters and the personnel to staff such shelters; and

WHEREAS, the Parties acknowledge that the Florida Division of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA) and/or other agencies vary or change their requirements, regulations, processes, etc., for receiving reimbursement for sheltering costs/assistance on a regular basis (including, at times, retroactively) and agree to work together to meet those requirements, regulations, processes, etc., in order to achieve the maximum benefit possible from FDEM, FEMA, or other agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. RECITALS

The Parties agree that the foregoing recitals are true and correct and are incorporated herein.

2. PURPOSE

The purpose of this Agreement is to provide for cooperation and coordination between the County and the School Board in carrying out the responsibilities to provide emergency shelters to the people of Gadsden County in advance of potential emergencies as well as during and after emergencies as further set forth herein. Use of the public school facilities shall be in accordance with all applicable laws, ordinances, and School Board policies.

The Parties further agree that during a state of emergency, unforeseen situations or circumstances can occur which are not addressed by the Parties herein. In such circumstances, the School Board delegates authority to its Superintendent and the County delegates authority to its County Administrator to address such situations in keeping with the intent of this interlocal agreement and the Comprehensive Emergency Management Plan for the County.

3. FACILITIES AND EQUIPMENT

Pursuant to Section 252.38(1) (d), Florida Statutes, the School Board will provide facilities to function as shelters and necessary personnel to staff such shelters only if requested by the County's Emergency Management Director.

The Parties will maintain a list of facilities which they agree to be used as shelters which will be reviewed and amended, as needed, on a yearly basis prior to April 1. The Parties will separately address the provision and usage of generators at special needs shelters.

The County will provide space at the Emergency Operations Center, when activated, for a School Board representative and any necessary support staff.

4. SHELTER MANAGEMENT/SECURITY

- a. The County will be responsible for:
 - i. Providing the School Board as much advance notice as reasonably possible for the need for School Board assistance in sheltering.
 - ii. Determining the number, type of shelter, and which schools will need to be opened as shelters (from the list of schools available to which the Parties have agreed); and determine the date and time for opening and closing each shelter.
 - iii. Developing the Shelter Staffing Plan for County employees and reviewing/updating on an annual basis.
 - iv. Provide and maintain the shelter log form and/or time sheets for each County employee working at the shelters for each school to track.

- v. Designate a County staff member who will be the Assistant Shelter Manager.
 - vi. Work with the School Board to establish necessary communication resources, at the County's expense, needed for the Parties to coordinate shelter operations at school facilities.
 - vii. In the event of complete communications outage, the County shall have the authority to acquire the human and material resources needed to support operations until communications are restored.
 - viii. Coordinate with Law Enforcement, to address any public safety and security issues at the shelters.
 - ix. Coordinate public announcements of shelter opening and closing with designated School Board liaison personnel, Public Information at the Emergency Operations Center taking the lead on when to issue, and the information included in the announcement.
 - x. Providing additional staffing for the shelters as needed.
 - xi. Coordinate with the School Board regarding the closing date(s) of shelters in schools. The County shall accommodate the School Board's need to relocate a shelter where the date and time for maintaining the shelter extends beyond the date by which the School Board intends to commence school operations in the facility.
 - xii. Prior to opening and after closing of a school as a shelter, the County's Assistant Shelter Manager and the School Board's Food Service Director or designee will coordinate and jointly conduct inventories of the food and supplies on-site to verify what was used in conjunction with the use of the school as a shelter.
 - xiii. Working with School Board staff to supervise shelter clients ensuring the clients occupy the facility in an orderly manner.
 - xiv. Registration of evacuees: It is the responsibility of the County staff assigned to the emergency evacuation shelter to register evacuees.**
- b. The School Board will be responsible for:
- i. Providing a Shelter Manager and operating, supervising and staffing shelters with School Board personnel, including, but not limited to cafeteria staff, custodians, and appropriate administrative staff as mutually acceptable to the Parties in accordance with the Shelter Staffing Plan for School Board employees.
 - ii. Provide and maintain a shelter log and/or time sheets for each School Board employee working at the shelters for each school; ensure all School Board and County staff working at each shelter sign in at the beginning of their shift and out at the end of their shift.
 - iii. Making available to the County necessary internet connections at school facilities to allow communications between the school facilities and County Emergency Operations Center.

- iv. Work with the County to establish any additional communication resources, at the County's expense, needed for the Parties to coordinate shelter operations at school facilities.
- v. Prior to opening and after closing of a school as a shelter, the School Board's Food Service Director or designee and the County's Assistant Shelter Manager will coordinate and jointly conduct inventories of food and supplies on-site to verify what was used in conjunction with the use of the school as a shelter.

5. CONDITION OF FACILITY

- a. The County will be responsible for:
 - i. In cooperation with the School Board, to conduct an analysis of newly constructed or renovated school facilities to determine the suitability of using such facilities as emergency public shelters.
 - ii. Prior to opening of a school as a shelter, the County's Assistant Shelter Manager and the School Board's Director of Facilities will coordinate and jointly conduct an inventory and damage assessment. Upon closure of the school as a shelter, the same Manager and Director of Facilities will jointly conduct an inventory and damage assessment in order to accurately document any loss or damage to a school caused by shelter clients or County staff. The inventories and damage assessments will be digitally recorded and the pre-opening inventory and damage assessment will be forwarded by email to the Superintendent of Schools before opening the shelter and the post-closure inventory and damage assessment will be forwarded to the Superintendent of Schools the same day it is documented.
- b. The School Board will be responsible for:
 - i. Identifying and securing all equipment, furnishings, etc., that will not be used during the use of the facility as a shelter.
 - ii. Prior to opening of a school as a shelter, the County's Assistant Shelter Manager and the School Board's Director of Maintenance will coordinate and jointly conduct an inventory and damage assessment. Upon closure of the school as a shelter, they will jointly conduct an inventory and damage assessment in order to accurately document any loss or damage to a school caused by shelter clients or County staff. The inventories and damage assessments will be digitally recorded and the pre-opening inventory and damage assessment will be forwarded by email to the Superintendent of Schools before opening the shelter and the post-closure inventory and damage assessment will be forwarded to the Superintendent of Schools the same day it is documented.
 - iii. Keeping track of any damage which may occur during the use of the facility as a shelter and identifying the cause of the damage.

6. FOOD SERVICE

- a. The County will be responsible for:
 - i. Ensuring the County's Assistant Shelter Manager coordinates with the School Board's Director of Facilities and Coordinator of Food Services or designee to determine food inventory.
 - ii. Advising the clients who may occupy shelters of the advisability of bringing their own additional food needs (especially for special diets, allergies, etc.) with Emergency Support Function 14 (Public Information) at the Emergency Operations Center taking the lead.
- b. The School Board will be responsible for:
 - i. Making available the food resources of the school, including food, supplies, equipment and a Food Service Manager to accomplish the feeding of shelter clients and staff.
 - ii. Designating a Food Service Manager to coordinate the provision of meals in cooperation with the County's Assistant Shelter Manager.

7. TRANSPORTATION AND FUEL

- a. The County will be responsible *for*:
 - i. Providing transportation of clients to and from shelters.
 - ii. Fuel to operate County vehicles needed for transportation.
- b. The School Board will:
 - i. When requested by the County, and having **available** resources, **assist** with transportation and provide access to fuel vehicles used to transport shelter occupants, per Section 252.38(1) (d), Florida Statutes.
 - ii. When requested by the County, and having available resources, assist with the transportation of kits, equipment, or supplies.

8. REIMBURSEMENT OF EXPENSES

- a. The County will be responsible for reimbursing the School Board for necessary and documented costs and expenses incurred by the School Board for providing facilities to function as shelters and necessary personnel to staff such shelters as well as all consumed food and/or supplies. Documentation will be provided as set forth in Paragraph 8.b.below. The County will bear the risk that FEMA does not approve full reimbursement of expenses or that a federal disaster is not declared.
- b. The School Board will provide the following documentation to the County Budget Director (or designee), as set forth below:
 - i. Generally. All reasonable and necessary costs and expenses incurred by the School Board

in providing school facilities as shelters and necessary personnel to staff such shelters in accordance with the County's request and the Sheltering Plan agreed to between the parties for the specific disaster or storm event. The County may require reasonable additional documentation sufficient to document the costs and expenses or as required to justify or support such costs, etc., to FEMA to obtain reimbursement. The documentation/records will be provided for each declaration of disaster event and separately for each facility used as a shelter during that event.

- ii. Staff time. School Board staff will be paid in accordance with the School Board's Sheltering Plan. The invoice submitted to the County will include the shelter log and/or time sheets for each shelter worker for each school and supporting documentation that is detailed by each employee's name, job title, hourly rate, and benefit rate detail.
 - iii. Shelter facility cost. The actual cost, where available, or pro-rated costs, based on bills, of utilities, including electricity, generator fuel and period of time operated, water, and telephone incurred per shelter; cost of supplies or equipment consumed, damaged, or stolen and for repairs to such as were caused or incidental to the use of the school as a shelter.
 - iv. Food and delivery costs. Detailed itemization and invoices for food and delivery based upon actual cost per shelter.
 - v. Transportation related costs. Documentation of the School Board's established mileage rate for the applicable vehicle in effect at the time of the disaster and mileage per vehicle used. If circumstances result in the School Board using County fuel sources for School Board vehicles, the mileage charge shall be reduced by the amount allocated or attributable to the fuel cost to the County. If circumstances result in the County using School Board fuel sources for County vehicles, the County shall reimburse the School Board for actual fuel dispensed.
- c. The County will not reimburse the School Board until the County has received the required documentation for the School Board's entire claim for sheltering costs and all disputes are resolved. The County will provide the School Board with a written explanation of the basis of the dispute regarding the disputed costs/expenses and the Parties will attempt to resolve the dispute in accordance with the provisions of Paragraph 19 of this Agreement if the respective staff of the Parties are unable to otherwise resolve the dispute.
 - d. Loss of food items, supplies, equipment or damage, etc., caused by the storm or event (unrelated to use in connection with feeding shelter occupants or operating the shelter) will not be reimbursed by the County or submitted by the County to FEMA for reimbursement.
 - e. The Parties acknowledge that for any given emergency event, FDEM/FEMA may change documentation requirements and time frames in which to submit its documentation in order to request reimbursement for sheltering costs. If the County is required to submit the claim for sheltering expenses and costs on behalf of the School Board, the County's Budget Director (or designee) and the School Board's Director of Finance (or designee) will work together to establish a written plan setting out the time frames for the School Board to submit the required documentation, for the County to submit disputes to the School Board regarding the documentation (including the costs/expenses disputed and the reason for such dispute) and for the Parties to resolve any issues/disputes as between their respective staff and incorporating the dispute resolution process in Paragraph 19.

9. PLANNING

- a. The Parties agree to support annual training activities in recognition that training is essential to coordinating the staff and environment necessary to providing appropriate sheltering during emergencies to citizens needing such support.
- b. The Parties will work together to develop effective shelter management procedures and food service plans and procedures.
- c. The County will coordinate and/or provide shelter management training for the School Board.

10. LIABILITY AND SOVEREIGN IMMUNITY

- a. To the extent allowed by law and subject to the provisions set forth in Section 768.28 and Chapter 252 (particularly Section 252.51), Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement.
- b. Nothing contained within this Agreement requires either Party to indemnify the other Party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents, or representatives.
- c. Neither Party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Section 768.28, Florida Statutes or waived its immunity from liability under Section 252.51, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement.

11. INSURANCE

The Parties represent they are each self-insured and agree to maintain general liability insurance and workers' compensation insurance as required by law. The Parties further agree to provide each other with a copy of such insurance upon request.

12. INDEMNIFICATION

- a. Subject to the provisions and limitations of Section 768.28, Florida Statutes, or waived its immunity from liability under Section 252.51, Florida Statutes, and without waiving sovereign immunity, the parties understand their liability for tort liability for injury, damage to property, personal injury or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment.
- b. No provision herein shall be construed as (i) a waiver by either party to any right, defense or immunity to which either party has pursuant to Section 768.28, Florida Statutes, or Chapter 768, Florida Statutes, generally, or Section 252.51, Florida Statutes; (ii) an agreement by either Party to indemnify the other; or (iii) consent by either Party to be sued by third parties.

13. AUDIT/PUBLIC RECORDS

- a. The School Board shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or until such time as the obligation period for FEMA funds has been exhausted, whichever occurs later. The County shall have access to such books, records, and documents for the purpose of inspection or audit during regular business hours at the School Board's Administration building.
- b. The County and the School Board shall otherwise comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further the parties will ensure that records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

14. NON-DISCRIMINATION

The Parties shall not unlawfully discriminate against any individual on the basis of his/her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring under this Agreement.

15. INDEPENDENT CONTRACTORS

The Parties acknowledge that they are independent contractors to each other. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

16. WAIVER OR DELAY

No delay in enforcement of any provision of this Agreement shall be deemed a waiver, and no waiver of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or will be deemed a waiver of such provision at any other time.

17. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement between the County and the School Board concerning the purposes set forth herein. This Agreement may only be amended or supplemented by written Agreement duly executed by the Parties hereto.

18. NOTICES

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

To the County:
Edward Dixon, County Administrator
9-B East Jefferson Street
Quincy, FL 32353

With copies to:
Tashonda Whaley, Gadsden County Emergency Management
339 E. Jefferson Street
Quincy, FL 32351

To the School Board:
Elijah Key, Gadsden County Superintendent of Schools
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351

With copies to:
William Hunter, Gadsden County School Board Director of Facilities
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351

The designated official/employee and/or address to which a notice or demand is to be sent may be changed by the changing party giving written notice to the other party.

19. DISPUTE RESOLUTION

- a. As a condition precedent to a Party bringing a lawsuit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the alleged breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties.
- b. The existence of a dispute shall not excuse the Parties from performance of any other duty not in dispute under this Agreement.
- c. This remedy is supplemental to any other remedies available at law.

20. GOVERNING LAW, VENUE, NON JURY TRIAL

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida. Venue for any legal action by a party to this Agreement to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Gadsden County, Florida and any trial shall be non-jury.

21. ATTORNEYS FEES AND COSTS

In the event of any legal action or proceeding to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs/expenses.

22. SEVERABILITY

The invalidity or unenforceability of any provision of clause in this Agreement shall not affect the validity or enforceability of any other clause or provision.

23. CONSTRUCTION OF THE AGREEMENT

The Parties acknowledge and agree that they have fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be more strictly construed or interpreted against one Party as opposed to the other Party as if it were the drafter of the Agreement.

24. TERMINATION

- a. This Agreement may be terminated by either Party upon giving six (6) months' notice in writing to the other Party; however in no event will such termination become effective between June 1 and November 30 of a calendar year. If the end of the six (6) months' notice period falls between June 1 and November 30, then the effective date of the termination will be December 1.
- b. The Parties agree, that in the event of termination, the School Board is still required to continue to provide the assistance to the County as required by Section 252.38(d), Florida Statutes, and other applicable law.

25. EFFECTIVE DATE

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall take effect after it has been properly approved and signed by both the County and the School Board.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives on the dates(s) written below.

Executed by **GADSDEN COUNTY, FLORIDA** this _____ day of _____, 2022.

**Gadsden COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Rontarious Green, Chair

Approved by the Board: _____
Date

Approved as to form:

County Attorney

Executed by **GADSDEN COUNTY Emergency Management** this _____ day of _____, 2022.

**GADSDEN COUNTY EMERGENCY
MANAGEMENT**

By: _____
Tashonda Whaley

Executed by **SCHOOL BOARD OF GADSDEN, FLORIDA** this _____ day of _____, 2022.

**SCHOOL BOARD OF GADSDEN
COUNTY, FLORIDA**

By: _____
Elijah Key, Superintendent

By: _____
Leroy McMillan, Board Chair

Approved by the Board: _____
Date

Approved as to form:

School Board Attorney

MEMORANDUM OF UNDERSTANDING

Between

The Gadsden County School District

And

The Gadsden County Classroom Teacher Association

To Retain and Recruit Certified Teachers in Field with their Professional Certification, for the 2022-2023 and the 2023-2024 school years, the Gadsden County School Board shall pay a retention and recruitment stipend to Certified Teachers who possess certification in the following areas and are teaching in the Certified field at James A. Shanks Middle School, Havana Magnet Middle School, Stewart Street Elementary, and George Munroe Elementary PK-3.


- Prekindergarten/Primary (Age 3 to Grade 3) with Reading Endorsement or K-12 Reading Certification
- Elementary Education (K-6) with Reading Endorsement or K-12 Reading Certification
- English Language Arts with Reading Endorsement or K-12 Reading Certification
- Exceptional Student Education with Reading Endorsement or K-12 Reading Certification
- Math
- Science
- Social Science

Teachers that possess these credentials and are teaching in field will be provided a stipend of \$2,500 within the first semester on or before November 30, 2022 and \$2,500 during the second semester on or before March 13, 2023 of the 2022-2023 school year.

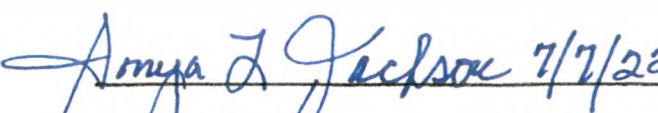
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THE Agreement to be executed by their duly authorized representative on July 7, 2022.

 7/7/22


 Elijah Key Date
 Superintendent

 07/07/2022

 Judith Mandela Date
 President, GCCTA

 7/7/22

 Dr. Sonya Jackson Date
 Chief Negotiator

 07/07/22

 Dr. Chris Segal Date
 Service Unit Director, Florida Education Association

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEM:

MEMORANDUM OF UNDERSTANDING
Between
The Gadsden County School District
And
The Gadsden County Classroom Teacher Association
(Recognition of work)

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

In recognition of the work done by Gadsden County School District instructional staff employed during the 2021-2022 school year and returned for the 2022-2023 School year, all instructional employees are covered by the GCCTA contract but are not covered under the 2022-2024 Retention and Recruitment Memorandum of Understanding will receive a one-time bonus of \$2,500 to be distributed in two payments.

FUND SOURCE: ESSER III

AMOUNT: Pending Budget Approval

PREPARED BY: Dr. Sonya L. Jackson *ASJ*

POSITION: Chief Negotiator

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: *sbj*

MEMORANDUM OF UNDERSTANDING

Between

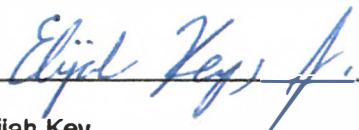
The Gadsden County School District

And

The Gadsden County Classroom Teacher Association

In recognition of the work done by Gadsden County School District instructional staff employed during the 2021-2022 school year and returned for the 2022-2023 School year, all instructional employees covered by the GCCTA contract but are not covered under the 2022-2024 Retention and Recruitment Memorandum of Understanding will receive a one-time bonus of \$2,500 to be distributed in two payments. Instructional employees falling under this agreement will be provided a bonus payment of \$1,250 within the first semester on or before November 30, 2022 and \$1,250 during the second semester on or before March 13, 2023 of the 2022-2023 school year.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THE Agreement to be executed by their duly authorized representative on July 7, 2022.




Elijah Key
Superintendent
Date

 07/07/2022

Judith Mandela
President, GCCTA
Date

 7/7/22

Dr. Sonya Jackson
Chief Negotiator
Date

 07/07/22

Dr. Chris Segal
Service Unit Director, Florida Education Association
Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Clemons, Rutherford & Associates, Inc. in the amount of \$29,586.12

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to issue a purchase order to Clemons, Rutherford and Associates, Inc. in the amount of \$29,586.12 for the design of the demolition plans and contract administration for the actual demolition work for all buildings at George Munroe Elementary – 1830 West King Street.

FUND SOURCE: Insurance
AMOUNT: \$29,586.12
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 2 of the proposal letter

CHAIRMAN'S SIGNATURE: page(s) numbered N/A

REVIEWED BY: 



October 18, 2022

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

**RE: Gadsden Co. Schools
Munroe ES Demolition
Fee Proposal**

Dear Mr. Hunter:

Thank you for considering Clemons, Rutherford & Associates for your architectural and engineering design and planning needs. We are pleased to offer the following proposal for your review and consideration.

General Scope:

- Prepare demolition documents for the removal of buildings located at the Gadsden County School District – Munroe Elementary School.
- Buildings involved:

Building Number	Description	Square Footage
1	Administration	3,788
2	Food Service	8,359
3	Classrooms	7,908
4	Electric Room	144
5	Mechanical Room	142
6	Classroom	2,156
7	Classrooms	8,058
8	Offices	1,024
9	Classrooms	8,133
10	Mechanical Room	165
11	Art, Music & Classrooms	12,341
12	Media Center	8,924
13	Flammable Storage	93
14	Administration	6,112
15	Classrooms	7,691
16	PE Storage	96
17	Greenhouse	660
98	General School Space	3,507
99	Clinic	7,717
Total Square Footage		87,018

- Meet with District staff to review scope and final documents.
- Provide assistance with and during bidding/pricing
- Provide construction contract administration
 - o Site visits – up to three progress visits and one substantial/final visit.
 - o Review pay applications.

Assumptions and clarifications:

- All utilities will be capped/terminated and not made operational.
- All abandoned utilities will remain in place.
- No hazardous material abatement, monitoring, or clearance testing will be required.
- Hazardous material survey completed by Owner and copy of survey to be provided to Architect.
- Preparation of existing conditions drawings will be limited in nature based on drawings provided by Owner, aerial photos, and/or site visits.
- No engineering services will be required, including but not limited to; mechanical, electrical, plumbing, fire protection, civil.

Architectural Fees:

Average complexity, \$0.34/SF: (87,018 SF x \$.34/SF)

Hourly, including Expenses, Not to Exceed: \$29,586.12

If you need any additional information concerning this proposal, please do not hesitate to contact me.

Sincerely,



James H. Lewis
 Production Manager / Architect
 LEED AP

Client Authorization By:

Signature _____

Printed Name _____

Title Superintendent

Date _____

Signature _____

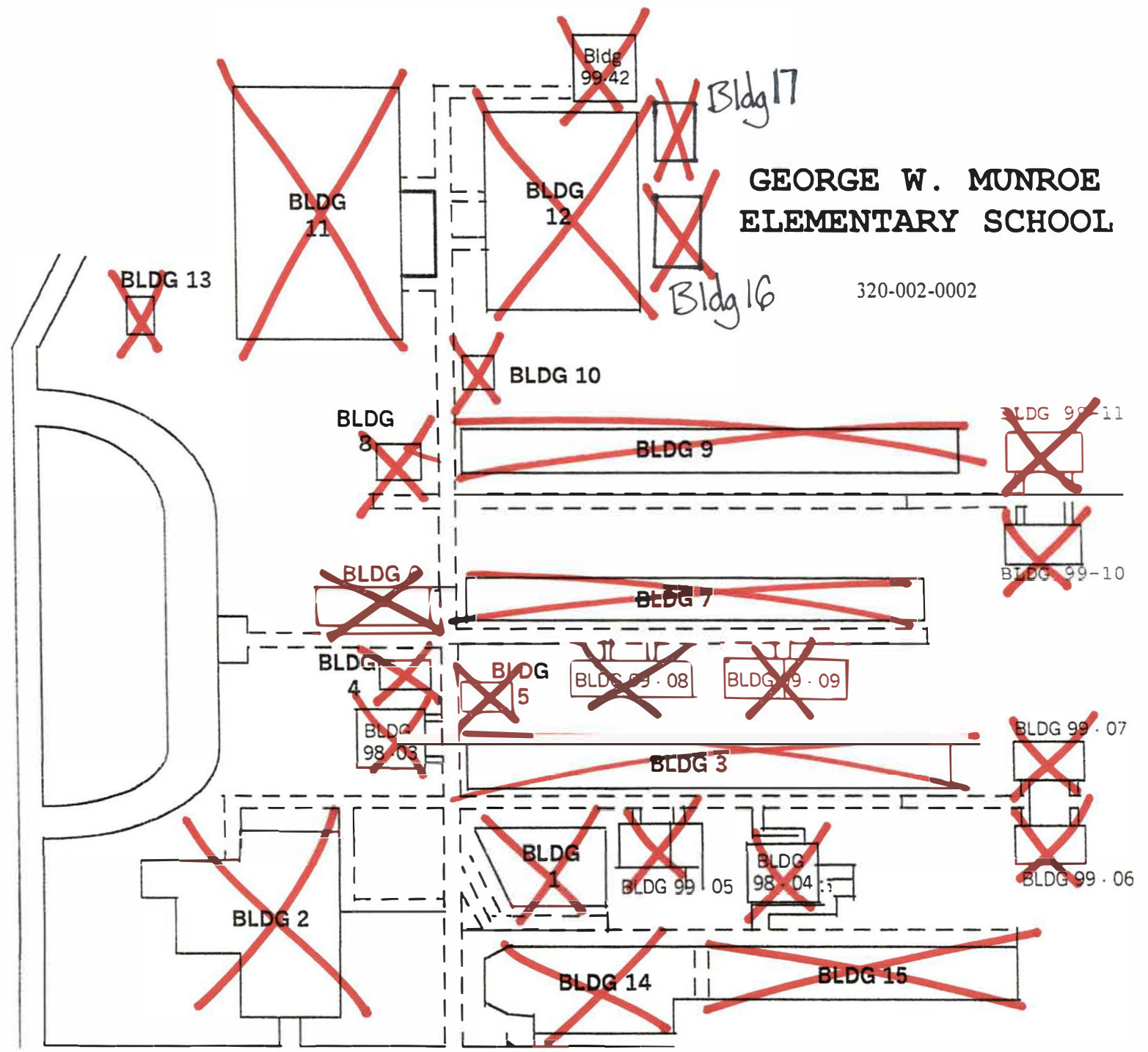
Printed Name _____

Title Board Chairperson

Date _____

GEORGE W. MUNROE ELEMENTARY SCHOOL

320-002-0002



SCALE .13 = 10.0 FEET

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10b

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Clemons, Rutherford & Associates, Inc. in the amount of \$35,839.64

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to issue a purchase order to Clemons, Rutherford and Associates, Inc. in the amount of \$35,389.64 for the design of the demolition plans and contract administration for the actual demolition work for all buildings at 500 West King Street. This does not include the Blue Portable that is currently behind Building #2.

FUND SOURCE: Insurance
AMOUNT: \$35,839.64
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 2 of the proposal letter

CHAIRMAN'S SIGNATURE page(s) numbered N/A

REVIEWED BY: 



October 18, 2022

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

**RE: Gadsden Co. Schools
Gadsden Elementary Magnet School
Fee Proposal**

Dear Mr. Hunter:

Thank you for considering Clemons, Rutherford & Associates for your architectural and engineering design and planning needs. We are pleased to offer the following proposal for your review and consideration.

General Scope:

- Prepare demolition documents for the removal of buildings located at the Gadsden County School District – Gadsden Elementary Magnet School.
- Buildings involved:

Building Number	Description	Square Footage
2	Administration	2,731
3	Food Service	6,083
4	Covered Play	11,668
5	Administration & General Storage	13,232
6	Auditorium & Classrooms	18,129
7	Classrooms	18,853
8	General Storage	6,525
9	General Storage	4,403
99	General School Storage	1,724
Total Square Footage		83,348

- Meet with District staff to review scope and final documents.
- Provide assistance with and during bidding/pricing
- Provide construction contract administration
 - o Site visits – up to three progress visits and one substantial/final visit.
 - o Review pay applications.

Assumptions and clarifications:

- All utilities will be capped/terminated and not made operational.
- All abandoned utilities will remain in place.
- No hazardous material abatement, monitoring, or clearance testing will be required.
- Hazardous material survey completed by Owner and copy of survey to be provided to Architect.
- Preparation of existing conditions drawings will be limited in nature based on drawings provided by Owner, aerial photos, and/or site visits.

- No engineering services will be required, including but not limited to; mechanical, electrical, plumbing, fire protection, civil.

Architectural Fees:

Above average complexity, \$0.43/SF: (83,348 SF x \$.43/SF)

Hourly, including Expenses, Not to Exceed: \$35,839.64

If you need any additional information concerning this proposal, please do not hesitate to contact me.

Sincerely,



James H. Lewis
Production Manager / Architect
LEED AP

Client Authorization By:

Signature _____

Printed Name _____

Title Superintendent

Date _____

Signature _____

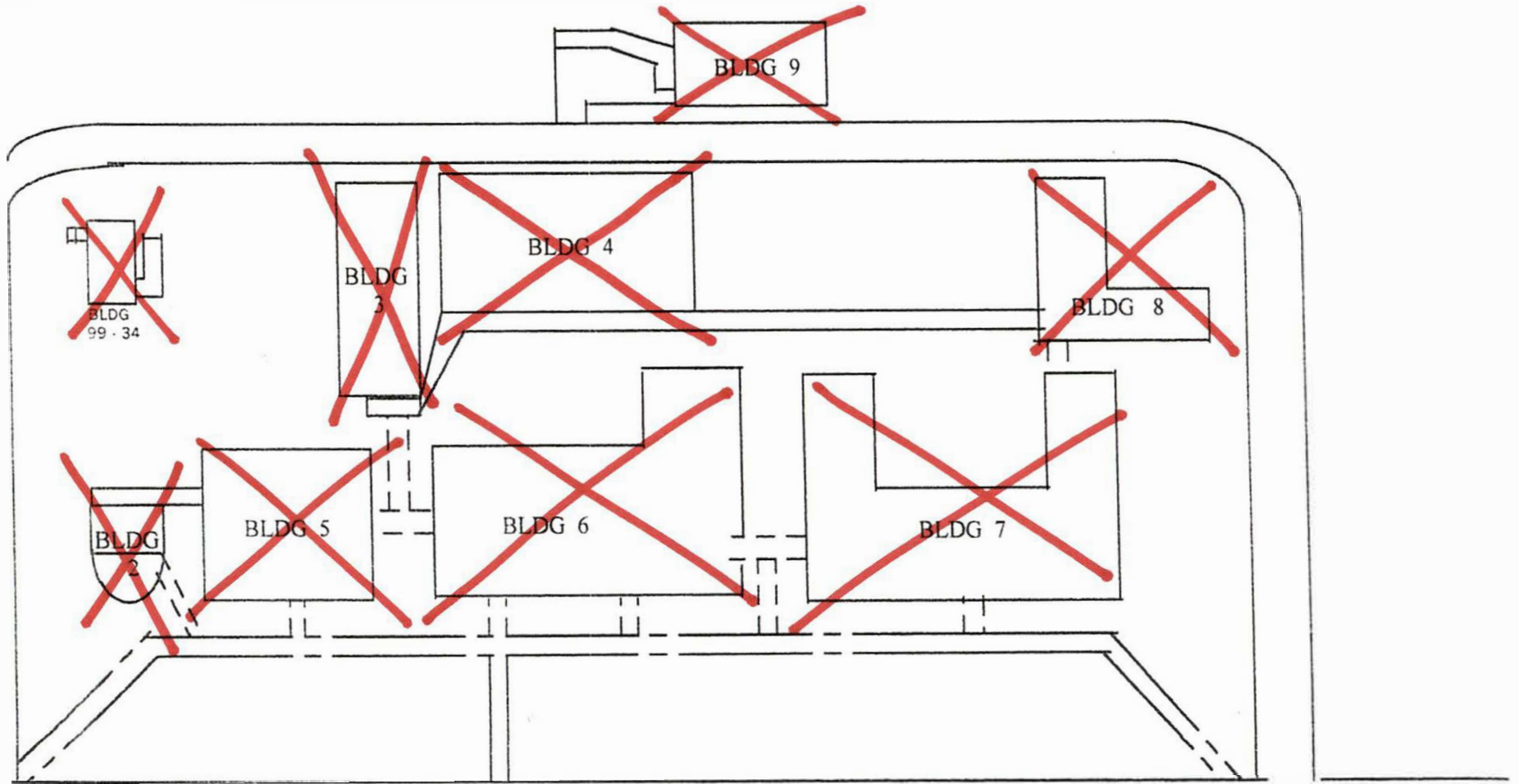
Printed Name _____

Title Board Chairperson

Date _____

GADSDEN ELEMENTARY MAGNET

320-007-0007



KING STREET

SCALE .50 IN = 50.0 FEET

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10c

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEM: Request for Amendment 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 the new school but these were not included in the original scope of work. This request is for approval of Amendment #2. Attached are the following: fully executed American Institute of Architects 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: 

 **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*
(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.

Int.

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.

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*

Init.

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.

Int.

§ 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,

- 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

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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:

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- .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 I, 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.

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§ 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.

§ 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.

Init.

§ 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.

§ 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;

Init.

- .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.)

[X] 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)

Init.



Destin
Tallahassee
Pensacola
Panama City

EXHIBIT A

March 2, 2022

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 Stewart 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 Stewart 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

Client#: 1049223

DAGARC

ACORD™

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.

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.

Table with 2 main columns: PRODUCER (USI Insurance Services, LLC) and INSURED (DAG Architects, Inc.). Includes CONTACT NAME, PHONE (813 321-7500), and a list of INSURER(S) AFFORDING COVERAGE with their NAIC #.

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.

Main table listing coverages A through F. Columns include INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Coverage A: COMMERCIAL GENERAL LIABILITY; Coverage E: AUTOMOBILE LIABILITY; Coverage B: UMBRELLA LIAB; Coverage C: WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; Coverage D: Professional Liability; Coverage F: Cyber Liability.

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.

Table with 2 columns: CERTIFICATE HOLDER (For proposal purposes) and 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 signature).



ARCHITECTS

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

September 21, 2022



Destin
Tallahassee
Pensacola
Panama City
Panama City Beach
Atlanta

Mr. Bill Hunter

Facilities Director, Gadsden County School District

35 Martin Luther King Blvd

Quincy, FL

Dear Bill:

As set forth in our mutual contract for the new Gadsden K8 school which included, and referenced, our proposal letter we request approval of the below listed additional services which are listed on the State DMS Fee guide as not included in the Basic Services Fees:

Architectural Interior Design	\$ 20,000
Civil Engineering Design	\$207,761
Life Cycle Cost Analysis per FL Energy Code	\$ 21,600
FL Energy Compliance Forms	\$ 8,400
Lightning Protection Design	\$ 4,950
Site Lighting Design	\$ 15,950
Telecom, Security & Data design	\$145,766
Food Service Design	\$ 23,650
Acoustical & Audio-Visual Design	\$ 13,200
<u>Cultural Resources Allowance</u>	<u>\$ 25,000</u>
Total Add Services this request	\$486,277

The amounts listed above include our administrative and supervisory markup.

Other Items listed in our proposal that the School District has decided to contract with others for or self-perform:

- Weekly site visits in lieu of bi-monthly for construction observations

1223 Airport Road
Destin Florida
32541
850 837 8152
AAC000745

- Mechanical and Electrical Commissioning
- Environmental and Cultural Site Assessments
- Threshold Inspections
- Landscaping and Irrigation design
- Surveying of all types
- Geotechnical investigations

Anticipating approval of the needed services I have taken the liberty of preparing an AIA amendment form to our mutual contract.

Best regards,

A handwritten signature in blue ink, appearing to read "Jack Baker". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jack Baker AIA, FCP

President



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

Gadsden County School District

Gadsden County School District

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Jack Deyatte Baker, President

Leroy McMillan, Chairman

Elijah Key, Superintendent

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

09.22.22

DATE

DATE

DATE

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11a

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEMS: Florida Safe School Assessment Tool (FSSAT)

DIVISION: Safety & Security Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval requested for the 2022-2023 Florida Safe School Assessment Tool (**FSSAT**)

Section 1006.07(6)(a)4. states that based on the assessment findings, the district's school safety specialist shall provide recommendations to the district school superintendent and the district school board that identify strategies and activities that the district school board should implement in order to address the findings and improve school safety and security. Each district school board must receive such findings and the school safety specialist's recommendations at a publicly-noticed district school board meeting to provide the public an opportunity to hear district school board members discuss and take action on the findings and recommendations. Each school safety specialist shall report such findings and school board action to the Office of Safe Schools within 30 days after the district school board meeting.

SCHOOL SAFETY & SECURITY RECOMMENDATIONS FROM THE G.C.P.S. SAFE SCHOOL SPECIALIST (Matthew J. Bryant) FOR THE 22-23 SCHOOL YEAR:

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Matthew Bryant

POSITION: Safety & Security Specialist

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 _____

Be sure that the Comptroller has signed the budget page.

22-23 FLORIDA SAFE SCHOOL ASSESSEMENT TOOL (FSSAT)

Section 1006.07(6)(a)4. states that based on the assessment findings, the district's school safety specialist shall provide recommendations to the district school superintendent and the district school board that identify strategies and activities that the district school board should implement in order to address the findings and improve school safety and security. Each district school board must receive such findings and the school safety specialist's recommendations at a publicly-noticed district school board meeting to provide the public an opportunity to hear district school board members discuss and take action on the findings and recommendations. Each school safety specialist shall report such findings and school board action to the Office of Safe Schools within 30 days after the district school board meeting.

SCHOOL SAFETY & SECURITY RECOMMENDATIONS FROM THE G.C.P.S. SAFE SCHOOL SPECIALIST (Matthew J. Bryant) FOR THE 22-23 SCHOOL YEAR:

- *Classrooms with damaged or no blinds*
Recommendation: replace blinds or install one way window tint.
- *Doors with damage due to age or mechanical issues*
Recommendation: repair doors that can be repaired or replace doors that are beyond repair.
- *Camera system upgrade/repair*
Recommendation: a new camera system needs to be installed on all campuses throughout the School District to deter, document, and reduce safety/security issues.
- *Knox boxes*
Recommendation: Knox boxes are needed for emergency access (Equipped with spare keys for Law Enforcement/First Responders to access the campus in case of an emergency)
- *Increased lighting*
Recommendation: Additional lighting is recommended to allow better visibility for the safety of staff and students arriving to the campus, as well as after-school activities.
- *Intercom systems*
Recommendation: Intercom systems need to be upgraded due to the age of the existing equipment. Some campuses need additional intercom speakers added in areas where staff are not receiving information from the main office.

- *Fencing*
Recommendation: Tree growth needs to be trimmed or cut down to not allow access to campus grounds. This is a safety concern and allows intruders a place to hide. There should be at least 3 feet of clearance on the opposite side of the fence. Some fence and gates need repair.
- *Parking lot lights*
Recommendation: several parking lot lights need to be upgraded, repaired or replaced to allow better visibility for the safety of staff/students arriving and leaving school grounds.
- *Bi-directional amplifiers*
Recommendation: Bi-directional amplifiers are recommended for campus safety due to some buildings on the campus not allowing any cellphone reception. (Bi-directional amplifiers will boost cellphone reception and allow staff to trigger a 911 alert from their cellphones)

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 11b

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEM: PAEC Professional Learning Catalog 2022-2023 Amendments

DIVISION: Academic Services

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

The PAEC Professional Learning Catalog with the 2022 – 2023 revisions is being submitted for approval with summary of amendments.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Kameelah Weeks



POSITION: Director of Professional Learning

INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 1

CHAIRMAN'S SIGNATURE: page(s) numbered 1

REVIEWED BY: _____



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

On behalf of the School Board of Gadsden County, Florida, we verify approval of the *Panhandle Area Educational Consortium Professional Learning Catalog 2022-2023*.

The *Panhandle Area Educational Consortium Professional Learning Catalog 2022-2023* was presented to our school board and was approved on _____.

Date

Superintendent, Gadsden County School Board

School Board Date

Chairman, Gadsden County School Board

School Board Date

Cathy Johnson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Steve Scott
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Leroy McMillian
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

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

Karema Dudley
DISTRICT NO. 5
QUINCY, FL 32351



PAEC Professional Development Center Summary of Amendments to Professional Learning Catalog 2022-2023

Page(s)	Description of Amendment
4-218 704-717	Reformatting of Introduction, Component Lists, General Components and Appendices
All pages referencing standards	Standards language update – multiple components – language changed to <i>B.E.S.T. Standards: English Language Arts</i> <i>B.E.S.T. Standards: Mathematics</i> Florida academic content standards
23	Career and Technical Education Subject Content – Component 1-211-001 Updated to include language about CAPE industry certifications and/or CAPE Digital Tool certificates
33	Clinical Educator – Component 7-501-001 Updated language to shift from growth mindset to growth orientation
57	ESOL for Administrators – updated language – Component 7-704-500
64	Florida’s Comprehensive Health Education Components Subject Content – Component 1-005-001 Complete revision of specific learning objectives to align with 2022 amendments to Florida Statute s,1003. 42(2)(n), F.S.
106	New Teacher Induction –Component 2-401-120 Complete revision of component language
115	Non-Instruction: Transportation Inservice – Component 6-515-001 Additions to component adding specific learning objectives related to mandatory reporting requirements, ethical behavior, and positive student relationships
134	Professional Learning Communities – Component 2-400-001 Complete revision of component language
167	School Health and Safety – Component 6-511-002 Addition of language to address learning requirements as stated in 2022 changes to Florida Statute s.1006.07, F.S.
201	Technology for Educational Leaders Component - 7-003-001 Change of component number
717	Appendix E: Related Florida Statutes and State Board of Education Rules - updated
New Components	
97	Media Specialists – Laws, Rules, and Procedures – Component Number 8-410-002



134	Professional Conference: District/State/National – Component Number 2-408-003
147	Reading Endorsement Option: Foundations of Assessment, Differentiated Instruction and Demonstration of Accomplishment – Combined Competencies Three – Five – Component Number 1-013-012
209	Title IX for School Personnel – Component Number 6-410-001
481	Building Inclusive Schools (PDA) - Component Number 6-100-001
648	Secondary Transition: Developing and Implementing an Effective Program (PDA) - Component Number 9-420-001



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 12a

DATE OF SCHOOL BOARD MEETING: October 25, 2022

TITLE OF AGENDA ITEM: Approval of Job Description

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Approval is requested for Risk Management Coordinator job description.

FUND SOURCE: NA

AMOUNT: NA

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: _____

SCHOOL DISTRICT OF GADSDEN COUNTY

JOB DESCRIPTION

RISK MANAGEMENT COORDINATOR

QUALIFICATIONS:

- (1) College degree.
- (2) Knowledge of school district or public entity risk management or possession of specialized skills and expertise required by job function.
- (3) Computer skills required.
- (4) Valid Drivers' License.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of principles of risk management, insurance, business and finance and ability to apply them. Ability to organize and prioritize. Ability to make decisions based on relevant information. Ability to gain commitment from others. Knowledge of applicable statutes, rules, and policies. Ability to prepare reports using statistics. Ability to handle multiple tasks under stressful conditions. Ability to work collaboratively with peers and to communicate effectively orally and in writing. Possess good interpersonal. Skills in professional/technical written communications.

REPORTS TO:

Assistant. Superintendent for Support Services or Superintendent

JOB GOAL:

To provide coordination and management of an effective, multi-district risk management program.

SUPERVISES:

Assigned Personnel

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Analyze district claims, loss, and accident history and identify methods to eliminate or minimize risks or possible losses.
- * (2) Respond to reports and/or requests from district administrators or designees regarding any potential risk exposure.
- * (3) Serve as liaison between participating districts and third party administrators, legal counsel, and insurance carriers in coordinating all insurance matters.
- * (4) Act as liaison in the coordination of participating districts' insurance programs with representatives of various insurance carriers and other necessary parties.
- * (5) Coordinate with participating districts the development and implementation of a comprehensive and effective safety program.
- * (6) Assist the Business office in any bid process.

ASSISTANT RISK MANAGER – BTSS – BUSINESS SERVICES (Continued)

- * (7) Assist the Business office in renewal processes.
- * (8) Coordinate training necessary for the district.
- * (9) Plan Risk Management meetings.
- * (10) Attend mediation meetings.
- * (11) Inform and advise the Superintendent regarding risk management program issues in a timely manner.
- * (12) Assist in completion of any required reporting relevant to property casualty and group health programs.
- * (13) Manage program budgets and present monthly financial reports to the Superintendent/Board.
- * (14) Coordinate school risk management inspections for the district.

Inter/Intra-agency Communication and Delivery

- * (15) Maintain a close working relationship with all district services personnel to ensure information exchange, coordination of efforts to reduce duplication, support for the decision making process, and gather feedback concerning service to foster continuous quality improvement.
- * (16) Participate in the PAEC Risk Management Advisory Committee.
- * (17) Direct and coordinate program planning to involve staff, district and school personnel, community representatives and others when appropriate.

Professional Growth and Improvement

- * (18) Keep well informed about current trends and best practices in content, service, or project area.
- * (19) Attend conferences and training sessions that are appropriate to the assigned area.
- * (20) Keep abreast of statutes, regulations, and ordinances related to project area.
- * (21) Provide technical assistance to school and district administrators as appropriate and requested.

Systemic Functions

- * (22) Work with the Business office to track budgets.
- * (23) Prepare all required reports accurately and on time.
- * (24) Maintain all files related to safety of schools, including but not limited to work related injuries and student accidents.
- * (25) Support the goals and priorities of the District.
- * (26) Maintain compliance with federal, state and local safety regulations.
- * (27) Represent the District positively and professionally.
- * (28) Keep immediate supervisor informed about potential problems or unusual events.
- * (29) Perform other incidental tasks consistent with the goals and objectives of this position.

Leadership and Strategic Orientation

- * (30) Utilize strategies and problem-solving tools to make decisions concerning planning, utilization of funds, delivering services, and evaluation of services provided.
- * (31) Use appropriate styles to motivate, gain commitment, and encourage positive change or task accomplishment.
- * (32) Respond quickly and appropriately to emergency situations.
- * (33) Assist in implementing the District's strategic plan.

PHYSICAL REQUIREMENTS:

Medium Work– Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the District's policy on evaluation of personnel.