

AGENDA

REGULAR SCHOOL BOARD MEETING

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

June 25, 2019

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. May 28, 2019, 4:30 p.m. – School Board Workshop
- b. May 28, 2018, 6:00 p.m. – Regular School Board Meeting
- c. June 7, 2019, 9:30 a.m. – School Board Workshop
- d. June 10, 2019, 9:30 a.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)

- a. Personnel 2018-2019 – **SEE PAGE #6**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2019- 2020 – **SEE PAGE #8**

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. School Board Truth in Millage (TRIM) Timetable – **SEE PAGE #9**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Contract for Actuarial Services for OPEB Reporting on Annual Financial Report – **SEE PAGE #10**

Fund Source: General Fund
Amount: \$8,800.00

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Accident and Critical Illness Insurance for the 2019 – 2020 Fiscal Year with UNUM – **SEE PAGE #21**

Fund Source: Employee Voluntary Deduction
Amount: Dependent Employee Age and Coverage Amount

ACTION REQUESTED: The Superintendent recommends approval.

- b. Rider on Life Insurance through Texas Life for the 2019 -2020 Fiscal Year with American Fidelity - **SEE PAGE #23**

Fund Source: Employee Voluntary Deduction
Amount: Dependent Employee Age and Coverage Amount

ACTION REQUESTED: The Superintendent recommends approval.

- c. 2019 -2020 Resolutions for PAEC Services – **SEE PAGE #25**

Fund Source: General Fund
Amount: \$96,234.94

ACTION REQUESTED: The Superintendent recommends approval.

- d. Agreement Between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC - **SEE PAGE #41**

Fund Source: FEFP Dollars
Amount: \$60.00 (per hour for actual hours worked) Occupational Therapy
\$45.00 (per hour for actual hours worked) Occupational Therapy Assistant

ACTION REQUESTED: The Superintendent recommends approval.

- e. Agreement Between the Gadsden County Public Schools and Kavontaye Baker, PT, DPT, Physical Therapist – **SEE PAGE #44**

Fund Source: FEFP Dollars

Amount: \$61.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- f. The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist – **SEE PAGE #49**

Fund Source: IDEA Dollars

Amount: \$45.00 (per hour for actual hours worked)

ACTION REQUESTED: The Superintendent recommends approval.

- g. Contracted Services with Justina Williams of Aubrey's Heart Therapy Services and Gadsden County School Board – **SEE PAGE #53**

Fund Source: FEFP Dollars

Amount: \$58.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- h. Agreement Between Cumberland Therapy Services, LLC and Gadsden County School Board - **SEE PAGE #58**

Fund Source: FEFP/IDEA Dollars

Amount: \$58.00 - \$62.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- i. Vision Services for Exceptional Students – **SEE PAGE #64**

Fund Source: FEFP Dollars

Amount: \$25,000.00 (est.)

ACTION REQUESTED: The Superintendent recommends approval.

- j. FSU Multidisciplinary Services 2019 – 2020 School Year – **SEE PAGE #75**

Fund Source: IDEA Dollars

Amount: \$25,000.00 (est.)

ACTION REQUESTED: The Superintendent recommends approval.

- k. MOA Between Gadsden County School Board and Florida Department of Health
SEE PAGE #81
Fund Source: N/A
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
 - l. Kelly v. Gadsden County School Board – **SEE PAGE #87**
ACTION REQUESTED: The Superintendent recommends approval.
 - m. Alvarez v. Gadsden County School Board – **SEE PAGE #88**
ACTION REQUESTED: The Superintendent recommends approval.
9. STUDENT MATTERS – **SEE ATTACHMENT**
- a. Student Expulsion – See back-up material

Case #106-1819-0051

ACTION REQUESTED: The Superintendent recommends approval.
10. SCHOOL FACILITY/PROPERTY
- a. Liquid Propane Gas – District Wide - **SEE PAGE #89**

Fund Source: 110 and 410
Amount: \$45,000.00 total with \$25,000 from 110 and
\$20,000 from 410

ACTION REQUESTED: The Superintendent recommends approval.
 - b. Solid Waste and Cardboard Recycle Service Agreement - **SEE PAGE #92**

Fund Source: 110
Amount: \$128,779.08

ACTION REQUESTED: The Superintendent recommends approval.
 - c. Pest Control Services – District Wide – **SEE PAGE #98**

Fund Source: 110
Amount: \$15,084.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Pest and Weed Control Services for Athletic Fields – District Wide
SEE PAGE #101

Fund Source: 110

Amount: \$17,718.98

ACTION REQUESTED: The Superintendent recommends approval.

11. EDUCATIONAL ISSUES

- a. Medical Physicals 2019 - 2020 - **SEE PAGE #147**

Fund Source: 110

Amount: \$8,100.00

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

12. FACILITIES UPDATE

13. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

14. SCHOOL BOARD REQUESTS AND CONCERNS

15. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY



"Putting Children First"

35 Martin Luther King, Jr. Blvd
 Quincy, Florida 32351
 Main: (850) 627-9651 or Fax: (850) 627-2760
 www.gcps.k12.fl.us

Roger P. Milton
Superintendent
 miltonr@gcpsmail.com

June 25, 2019

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 2018-2019
Item 6B Instructional and Non-Instructional Personnel 2019-2020

The following reflects the total number of full-time employees in this school district for the 2018-2019 school term, as of June 25, 2019.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees June 2019</u>
Classroom Teachers and Other Certified	120 & 130	330.00
Administrators	110	40.00
Non-Instructional	150, 160, & 170	<u>395.00</u>
		765.00

Sincerely,

Roger P. Milton
 Superintendent of Schools

Audrey Lewis
 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

Tyrone D. Smith
 DISTRICT NO. 5
 Quincy, FL 32351

AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2018/2019

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

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Akins, Cedrick	CES	Teacher	06/04/2019
Allen, Anita	CES	Teacher	06/04/2019
Campbell, Cedrick	GCHS	Teacher	06/04/2019
Campbell, Delma	CPA	Teacher	06/04/2019
Hayes, Charles	GBES	Custodial Assistant	06/20/2019
Hogan, Elliott	GCHS	Teacher	06/04/2019
Jackson, Delshuana	HMS	Principal	06/28/2019
Jessie, Kendra	GWM	Teacher	06/04/2019
Mayfield, Laron	Transportation	Bus Driver	06/12/2019
McMillian, Angel	CES	Teacher	06/04/2019
Morales, Melany	GCHS	Education Paraprofessional	06/05/2019
Pierre, Joseph	GCHS	Teacher	06/04/2019
Sanford, Charles	CES	Teacher	06/04/2019
Starke, Erica	HMS	Teacher	06/04/2019
Tullos, Jessica	GWM	Teacher	07/18/2019
Thomas, Byron	HMS	Teacher	06/04/2019

D.R.O.P. RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Clark, Michael	GTI	Teacher	06/30/2019
McPhaul, David	GTI	Teacher	06/30/2019

RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Bradwell, Tanya	WGMS	Teacher	06/04/2019
Clark, Debra	GBES	Teacher	06/04/2019
Dortch, Prudence	CES	Guidance Counselor	06/04/2019
Merriex, Simon	GWM	Teacher	06/04/2019
Rollinson, Barbara	Transportation	Dispatcher	06/03/2019

AGENDA ITEM 6B INSTRUCTIONAL AND NON INSTRUCTIONAL 2019/2020

PS

Harris, Ronte
Hatfield, Daren
Mandella, Judith

INSTRUCTIONAL ANNUAL CONTRACT STATUS

Agama, Nyesha
Atelonia, Tiara
Atherton, Taylor
Baker, Carlicia
Butler, Bridget
Byrd, Shannon
Douglas, Barbara
Dowdell, Shannon
Franklin, Stone
Gurley, Anita
Hatcher, Terry
Hawk, Demarrian
Hendley, Natasha
James, Alexander
Johnson, Gregory
Johnson, Wineisha
King, Marcellette
Lewis, Pierre
Mayorga, Hugo
McBride, Akacia
McNair, Cassandra
Milton, Dierra
Moultrie, Kimberlyn
Police, Maurcie
Sailor, Jasmine
Sailor, Ronishia
Salem, Oksana
Showers, Camila
Sneed, Abigail
Stoll, Rebecca
Thomas, Raneceia
Walker, Keenan
Wiggins, Cleanita
Williams, Montessia
Williams, Adrian
Williams, Omeka
Wright, James
Yarsiah, Wede

NON INSTRUCTIONAL NA

Curry, Andreka

SFS WORKER

Youmas, Deborah

CUSTODIAL ASSISTANT

Bittle, Yvette

PREK

Quintanilla, Ernesto

Randolph, Julia

CLERICAL ANNUAL

McNeil, Tinika

SOCIAL WORKER

Murphy, Bianca
Smith, Armanda

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEMS: School Board Truth in Millage (TRIM) Timetable

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the Truth in Millage (TRIM) revised timetable with the following key dates:

Action	Date	Description
Board Meeting	July 9, 2019	Superintendent sends the tentative budget to the Board for approval and Board approves tentative budget for advertising
Newspaper Ads	July 18, 2019	School District advertises its intent to adopt a tentative budget and millage rates, including proposed millage for capital outlay projects
Board Meeting	July 23, 2019	Public hearing on the tentative budget and millage, adopting the tentative millage rates and tentative budget and publicly announcing the percentage the millage rates exceed the roll-back rate, if applicable
Board Meeting	September 3, 2019	Hold a public hearing on the final budget and millage rates. Approve AFR for submission to the FDOE

Each of the board meetings would begin at 6:00 p.m.

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEMS: Contract for Actuarial Services for OPEB Reporting on Annual Financial Report

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for a contract through PAEC to secure actuarial services from Gabriel, Roeder, Smith & Company to prepare valuation of the District's Other Postemployment Benefits (OPEB).

GASB 45 is an accounting and financial reporting provision requiring government employers to measure and report the liabilities associated with other (than pension) postemployment benefits (OPEB). These data are a requirement in the Superintendent's Annual Financial Report.

FUND SOURCE: General Fund

AMOUNT: \$8,800.00

PREPARED BY: Bonnie Wood

POSITION: Finance Director

Panhandle Area Educational Consortium Contract Agreement

THIS CONTRACT is entered into by and between the Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board, 753 West Boulevard Chipley Florida 32428 hereinafter called "contractee", and Gabriel, Roeder, Smith & Company, One East Broward Blvd. Ft. Lauderdale Florida 33301 hereinafter called "contractor," entitled RM/PC/Surplus.

The contract will commence January 1, 2019 and will continue until September 30, 2020. Patrick McDaniel will direct the activities of the contract.

The Contractee agrees to compensate contractor in the amount of \$188,800 in accordance with the chart in the attached GRS engagement letter for 16 participating districts including PAEC. PAEC will pay GRS in two installments upon completion of the following for each participating district and PAEC: \$70,400.00 (\$8,800 per district) once all engagement letters are fully executed and \$70,400.00 (\$8,800 per district) upon transmittal of each participating district's draft base report for FY 2019. Due to substantial amount of work required for the implementation of GASB Statement 75, GRS will charge \$3,000 for each supplemental report. The total 2020 supplemental fees of \$48,000.00 (\$3,000 per district) will be billed upon transmittal of supplemental reports for FY 2020. This payment will be made in accordance with Marion County RFP#3033JD awarded to GRS on October 10, 2006.

The 10 participating PAEC Risk management Consortium member districts (Calhoun, Franklin, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, and Washington) will be each be billed \$8,800 by PAEC in two installments as follows for reimbursement of funds paid to GRS: \$4,400.00 once all engagement letters are fully executed, \$4,400.00 upon transmittal of each participating district's final report and \$3,000 upon transmittal of supplemental reports for FY 2020.

The 5 participating district who are non-member of the PAEC Risk Management Consortium (Gadsden, Madison, Nassau, Suwannee, and Taylor) will be billed a total \$9,393 by PAEC (\$8,800 for GRS services plus \$593 for consortium services as outline in the GRS engagement letter) in two installments as follows for reimbursement of funds paid to GRS: \$4,695.50 once all engagement letters are fully executed and \$4,695.50 upon transmittal of each participating district's draft report. All participating district will be billed \$3,000 for the implementation of GASB statement 75 upon transmittal of supplemental reports.

The invoice should be signed by the contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Frances Rogers, PAEC, 753 West Boulevard, Chipley, FL 32428. Pat McDaniel shall approve submitted material and invoices before payment is made.

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

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

The services provided through this contract are stipulated as follows:

The contractor, Gabriel, Roeder, Smith & Company will:

1. Provide actuarial services to determine long term liability for retiree benefits for reporting on district annual financial statement as required under GASB Statement No. 45 OPEB (Other Post

Employment Benefits).

The contractee, Panhandle Area Educational Consortium, through its District of Record, the Washington County School Board will:

1. Provide coordination between districts and contractor to facilitate exchange of information necessary for performance of contractual services.
2. Facilitate delivery of reports to districts to meet district reporting deadlines.
3. Provide payment to the contractor in a timely manner.

This contract is subject to the requirements of EDGAR Subpart 80 C Financial Administration – Sec. 80.35 Subawards to debarred and suspended parties.

a. No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the contractor ineligible making this contract null and void. By Executive Order 12549 and 12689, "Debarment and Suspension."

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

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

287.058 -

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

287.0582 -

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

216.347 -

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

215.422 -

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

1012.465-

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

This Contract is also subject to the Laws of the United States of America, in particular those provisions for procurement - Contract Administration described in Title 34, Section 80.36(i), Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

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

Audit Requirements

- A. If the contractor is a non-Federal entity that, during the effective period of this contract, expends \$500,000 or more in a year in Federal awards, the contractor shall have an audit conducted for that year in accordance with OMB Circular A-133 or in accordance with other applicable Federal regulations if excluded from coverage under OMB Circular A-133.
- B. A contractor who is required to have an audit conducted in accordance with the provisions of OMB Circular A-133, shall submit to PAEC a copy of the Reporting Package (as defined in the circular) when the schedule of findings and questioned costs disclose audit findings relating to this contract or when the summary schedule of prior audit findings reports the status of any audit findings relating to this contract.
- C. When the contractor is not required to submit the Reporting Package pursuant to Paragraph B above, the contractor shall submit to PAEC written notification that:
 1. An audit of the contractor was conducted in accordance with OMB Circular A-133, including timely filing;
 2. The schedule of findings and questioned costs disclosed no audit findings relating to any Federal award that PAEC provided;
 3. The summary schedule of prior audit findings did not report on the status of any audit findings relating to any Federal award that PAEC provided;
 4. No material issues of non-compliance were reported; and
 5. No reportable conditions related to internal controls were reported.
- D. A contractor excluded from coverage under OMB Circular A-133 and audited in accordance with other applicable Federal regulations, shall submit to PAEC a copy of all audit reports disclosing findings or questioned costs related to this contract or any Federal award that PAEC provided.

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

The address to which the foregoing shall be submitted is

PAEC
ATTN: John Selover
753 West Blvd.
Chipley, FL 32428

Non-discrimination

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

Force Majeure

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

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

Contractee

Contractor

Joe Taylor, Superintendent
Washington County School Board

Gabriel, Roeder, Smith & Company

Date

Date

John Selover, Executive Director
Panhandle Area Educational Consortium

38-1691268
Federal ID #

Date

Roger P. Milton, Superintendent
Gadsden County School Board

59-6000898
Federal ID#

Date

WCSB Date: May 13, 2019



April 18, 2019

Mr. John T. Selover, Executive Director
Panhandle Area Educational Consortium
753 West Boulevard
Chipley, Florida 32428

Re: Actuarial Services Required under GASB Statement No. 75 OPEB (Other Post-Employment Benefits) for Districts Participating in Gateway

Dear Mr. John T. Selover:

Gabriel, Roeder, Smith & Company (GRS) is pleased to provide actuarial services to each Participating District, including PAEC itself, in the Gateway program sponsored by the Panhandle Area Educational Consortium. By signing at the end of this Engagement Letter, all three parties (GRS, the District and the Consortium) agree to the terms set forth below. With respect to the actuarial services described herein for each District, the principal client of GRS is each respective District.

GRS

1. GRS agrees to provide telephone assistance and training, as needed, to Consortium staff regarding the OPEB Data Request and the Summary of OPEB Plan Provisions and any other related matters.
2. GRS agrees to perform an actuarial valuation of each participating District's OPEB as of June 30, 2018, pursuant to GASB Statement No. 75 and to prepare a separate formal base report for each participating District for the year ending June 30, 2019 ("FY 2019") and a supplemental report for the year ending June 30, 2020 ("FY 2020"). Each report will constitute the deliverable under this agreement for each participating District. The base report will present all actuarial numbers needed for the respective participating District to comply with GASB Statement No. 75 with respect to its financial statements for FY, 2019. The supplemental report will present all actuarial numbers needed for the respective participating District to comply with GASB Statement No. 75 with respect to its financial statements for the fiscal year ending FY 2020. Each report will be prepared assuming the participating District continues its OPEB plan on an unfunded (no OPEB Trust) basis for such fiscal year.
3. GRS will perform each District's actuarial valuation in accordance with the relevant Actuarial Standards of Practice and Code of Professional Conduct, as adopted by the Actuarial Standards Board. In addition, the results of each such actuarial valuation may be used in the preparation of the respective District's financial statement and in accordance with GASB Statements No. 75 and the related Implementation Guide.

4. The contents of each separate report (for each participating District) will include:
 - a. The updated Total OPEB Liability based on the appropriate discount rate for the reporting period. GASB 75 requires non-trusted plans to determine the Total OPEB Liability using updated market rates for 20-year municipal bonds prevailing on the respective measurement date.
 - b. A reconciliation of the Total OPEB Liability as required by GASB 75, which shows among other items the impact of benefit changes, assumption changes, and demographic gains/losses separately.
 - c. The OPEB expense and supplementary information required by GASB 75.
 - d. The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.
 - e. A statement of outflows and inflows arising from the current reporting period.
 - f. A statement of outflows and inflows to be recognized in future OPEB expense.
 - g. A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower discount rate and a 1% higher and 1% lower health care trend assumption.
 - h. Additional calculations to reflect "significant changes" (other than the change in the municipal bond rate) for FY 2020 may incur additional charges.
5. A final version of the report for each District will be forwarded to the designated representative at each such District.
6. GRS will be available to any participating District which requests additional actuarial and consulting services directly from GRS relating to this engagement and its employee benefit plans. The actuarial and consulting services covered under this cooperative Engagement Letter (and included in the Base Fee) are limited to those services described in items 1 through 5, above, with respect to the actuarial valuation as of June 30, 2018 with results applicable to the fiscal years ending June 30, 2019 and 2020. The participating District may request additional actuarial and consulting services directly from GRS related to this engagement and its employee benefit plans in general for additional fees. These services may include:
 - a. Additional actuarial calculations for FY 2020 resulting from significant changes.
 - b. Additional actuarial calculations or consulting services regarding the establishment of an OPEB Trust.
 - c. Additional actuarial calculations or consulting services regarding alternative OPEB plan designs, such as changing the level of subsidies, eligibilities, Medicare incentives and alternatives, etc.



d. On-site meetings or educational workshops at the District's own location.

e. Other benefits consulting.

These would not be part of this Engagement Letter or otherwise under the umbrella of the Consortium, but would be engagements by the participating District directly with GRS. Fees and terms for such additional services shall be agreed upon in advance between GRS and the participating District and shall be paid directly to GRS by such participating District.

7. GRS will bill the Consortium for the Base and Supplemental Fees (described at the end of this Engagement Letter) for the base and supplemental actuarial valuation reports described in items 1 through 5, above.

Participating District

8. The participating District's management will appoint a primary representative responsible for this GASB Statement No. 75 project, at the District level. For example, for many Districts, this might be the Finance Director. While there may be other individuals at the District with whom Consortium and GRS staff may have contact and while the Consortium staff has numerous responsibilities and duties to conduct themselves, this individual should be considered the primary District contact responsible for the project, at the District level.
9. The participating District agrees to provide the Consortium with the authorization necessary for it to receive all requested data, documents or reports from Florida Retirement System and from each relevant insurance company, health maintenance organization, prescriptions benefit manager, or third party administrator.
10. The participating District agrees to provide the Consortium with a signed representation letter attesting to the reasonable steps it has taken to ensure that all member census, data, documents, reports, and other information it provides to the Consortium are complete and accurate, and that the Consortium and GRS may rely upon such data, documents, reports and other information with no duty to inquire or audit.
11. The participating District may request additional actuarial and consulting services directly from GRS relating to this engagement and its employee benefit plans. The actuarial and consulting services covered under this cooperative Engagement Letter (and included in the Base and Supplemental Fees) are limited to those services described in items 1 through 5, above, with respect to the actuarial valuation as of June 30, 2018 with results applicable to the fiscal years ending June 30, 2019 and 2020. The participating District may request additional actuarial and consulting services directly from GRS related to this engagement and its employee benefit plans in general for additional fees as described in item 7. These services would not be part of this Engagement Letter or otherwise under the umbrella of the Consortium, but would be engagements by the participating District directly with GRS. Fees and terms for such additional services shall be agreed upon in advance between GRS and the participating District and shall be paid directly to GRS by such participating District.



12. Any participating District with self-insured benefits is responsible for determining its own deferred outflows of resources due to benefits paid after the measurement date. Any participating District with fully insured benefits will be able to use the deferred outflows of resources due to benefits paid after the measurement date provided by GRS without adjustments.
13. The participating District is responsible for drafting any narrative portions of its own Notes to Financial Statements relating to GASB Statement No. 75 OPEB, subject to templates or other guidance provided by the office of the Florida Auditor General.
14. The participating District may release copies of the deliverable (the Actuarial Report) to other parties, but only in its entirety.

Consortium

15. The Consortium will collect all member census data requested by GRS, reformat and consolidate such data to conform to the specifications provided by GRS in the OPEB Data Request and forward such data to GRS.
16. The Consortium agrees to (a) gather and review benefits documents and information from each participating District, (b) forward the previous year's Summary of OPEB Plan Provisions provided by GRS to each participating District, (c) interview staff at each participating District concerning any changes or updates to the Summary, (d) obtain and forward to GRS a signed copy of the Summary with any changes or updates from each District, and (e) obtain from each District and forward to GRS the representation letter(s) using the template language GRS provides.
17. With respect to each relevant fully insured health-related benefit plan, the Consortium agrees to obtain documents and reports from each participating District or, as necessary, from each insurance company or health maintenance organization, as are necessary for GRS to assess the respective loss ratios associated with each such benefit plan.
18. With respect to each self-insured benefit plan, the Consortium agrees to obtain documents and reports from each participating District or, as necessary, from each claims payor (insurance company, health maintenance organization, prescription manager, third party administrator, etc.), as necessary, for GRS to develop total expected benefit costs (for claims, capitation and otherwise) incurred for each such benefit plan.
19. The Consortium agrees to provide GRS with a signed representation letter on its own letterhead attesting to the reasonable steps it has taken to ensure that all member census data, documents, reports and other information it provides to GRS are complete and accurate, and that GRS may rely upon such data, documents, reports and other information with no duty to inquire or audit.



Fees Payable to GRS

20. In the previous engagement for these actuarial services, GRS charged \$8,300 for the base valuation under GASB 45 and \$3,100 for each supplemental report.
21. In this updated engagement, GRS proposes to increase the fees for preparation of the base report to **\$8,800** for each participating District (including the Consortium itself) due to increased amount of recurring work introduced by GASB Statement 75. This increase will be higher if fewer than 13 such Districts participate. However, GRS will charge **\$3,000** for each supplemental report provided all such Districts. For the actuarial valuation reports prepared as of June 30, 2018 and which provide results applicable to FY 2019 and supplemental reports for FY 2020, the Consortium will pay to GRS the Base and Supplemental Fees as determined according to the following chart.

Number of Participating Districts (including PAEC)	FY 2019 Fees		FY 2020 Fees	
	Base Fee per District Accepting	Total 2019 Base Fee	Supplemental Fee per District Accepting	Total 2020 Supplemental Fee
14	\$8,800	\$123,200	\$3,000	\$42,000
13	8,800	114,400	3,000	39,000
12	9,100	109,200	3,200	38,400
11	9,100	100,100	3,200	35,200
10	9,400	94,000	3,400	34,000
8 or less	9,400	NA	3,400	NA

Once it is known how many Districts will be participating and once Engagement Letters are fully executed for each such District, one-half of the Total 2019 Base Fee will be billed, due and payable from the Consortium. This is the same procedure as in the previous engagement. The balance will be billed, due and payable from the Consortium upon the transmittal of each participating District's draft base report for FY 2019. The Total 2020 Supplemental Fees will be billed upon transmittal of supplemental reports for FY 2020.

Additional actuarial and consulting services may be engaged from GRS by each participating District individually and directly, as needed.

All Parties

To reduce litigation fees for all parties and in keeping with good business practices and, all parties agree to arbitration in the event of a dispute over performance, and waiver of jury in the event of trial.



Mr. John T. Selover
April 18, 2019
Page 6

This Engagement Letter may be renewed with the agreement of all parties for the purposes of each additional bi-annual actuarial valuation cycle. The next such actuarial valuation would be scheduled as of June 30, 2020, and would produce results applicable to the fiscal years ending June 30, 2021 and 2022.

We look forward to working with the Consortium and each individual District. Thank you for the confidence you place in Gabriel, Roeder, Smith & Company. We will make every effort to provide prompt, accurate, understandable and useful results in this engagement. I am authorized to sign on behalf of GRS, subject to the approval of Theora Braccialarghe, the Southeast Regional Director for GRS.

Sincerely,



James J. Rizzo, ASA, MAAA, FCA
Senior Consultant & Actuary

**FOR PANHANDLE AREA
EDUCATIONAL CONSORTIUM**

Print Authorized Signer's Name

Authorized Signature

Date

PARTICIPATING DISTRICT

Print Name of District

Print Authorized Signer's Name

Authorized Signature

Date



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEMS: Accident and Critical Illness Insurance for the 2019-2020 Fiscal Year with UNUM

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: In accordance with provisions in both the GCCTA and GESPA Collective Bargaining Agreements, the INSURANCE COMMITTEE recommends the following:

Board approval is requested to offer Accident and Critical Illness insurance as a voluntary benefit with the vendor UNUM for the 2019-2020 fiscal year. This voluntary deduction would be selected by individual employees and would cover costs for additional costs associated with accidents and critical illnesses.

The Board would not pay any of this premium.

FUND SOURCE: Employee Voluntary Deduction

AMOUNT: Dependent Employee Age and Coverage Amount

PREPARED BY: Bonnie Wood

POSITION: Finance Director

It can be difficult to budget for life's unexpected emergencies.

That's why Gadsden County School District is giving you the opportunity to purchase this important coverage from Unum. It can help protect your finances from a variety of common situations — and can give you the assurance that you've made a smart decision for yourself and your family.

Valuable Insurance Benefits available from UNUM

During Open Enrollment, you cannot be turned down due to medical reasons as these plans are offered on a **Guaranteed Issue Basis** up to plan maximums.



Accident Insurance (New)

- If you are accidentally injured **on or off the job**, this coverage will pay a benefit **from \$50 up to \$150,000** directly to you. There are more than 50 different types of injuries, services and treatments that are covered.
- Use this benefit to help cover expenses your health insurance plan doesn't, like co-pays, deductibles and other out of pocket expenses.



Critical Illness Insurance (New)

- Severe illnesses like **Heart Attack, Stroke, Kidney failure** and many other Critical Illnesses, often leave you with out-of-pocket expenses that medical insurance doesn't cover. This coverage pays a **lump sum benefit directly to you**, if you are diagnosed with a covered condition.
- Benefits are payable **up to \$30,000 for Employees** and up to **\$10,000 for Spouse and Children**.



Individual Whole Life Insurance

- UNUM's Whole Life Insurance policy is a **Permanent Life Insurance Policy**, available to you, your spouse and your dependent children under the age of 26. **Guaranteed Issue** coverage is available up to **\$100,000 for Employees, \$25,000 for Children. Coverage up to \$25,000** for your spouse is available on a conditional guaranteed issue basis.
- Whole Life Insurance policies build **Cash Values** and provide a **Life Insurance Death Benefit**.
- UNUM's Whole Life Policy is **Portable**. Once purchased, rates remain the same and never increase as you get older. This policy belongs to you and you can take it with you should you leave or retire from Gadsden County Schools.



Short and Long Term Disability Insurance

- STD can replace **60%** of your monthly salary to a max of **\$1,200** per week.
- Benefits are payable up to 24 weeks.
- LTD can replace **60%** of your monthly salary to a max of **\$5,000** per month.
- Benefits are payable until you retire.

If unable to meet with a counselor today, call **Lawson and Associates at 850-222-1286** or email efalco@thefalcocompanies.com to schedule an appointment.

*** LIMITED BENEFIT POLICY.**

Group products are underwritten by: Unum Life Insurance Company of America, Portland, Maine and Unum Insurance Company, Portland, Maine
Individual products are underwritten by: Provident Life and Accident Insurance Company, Chattanooga, Tennessee

These policies or their provisions may vary or be unavailable in some states. The policy has exclusions and limitations which may affect any benefits payable. See the actual policy or your Unum representative for specific provisions and details of availability.

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unum.com

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEMS: Rider on Life Insurance through Texas Life for the 2019-2020 Fiscal Year with American Fidelity

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: In accordance with provisions in both the GCCTA and GESPA Collective Bargaining Agreements, the INSURANCE COMMITTEE recommends the following:

Board approval is requested to offer a life insurance rider as a voluntary benefit with the vendor Texas Life through American Fidelity for the 2019-2020 fiscal year. This voluntary deduction would be selected by individual employees.

The Board would not pay any of this premium.

FUND SOURCE: Employee Voluntary Deduction

AMOUNT: Dependent Employee Age and Coverage Amount

PREPARED BY: Bonnie Wood

POSITION: Finance Director

LIFE INSURANCE HIGHLIGHTS

PURELIFE-PLUS

Additional Policy Benefits

Accelerated Death Benefit Due to Chronic Illness Rider

Here's how it works:

- If you're no longer able to perform any two of the six activities of daily living (eating, bathing, dressing, toileting, transferring, maintaining continence) or if you suffer serious cognitive impairment, you can receive a living benefit.¹
 - Example: You own a \$100,000 Texas Life insurance policy with the Chronic Illness rider. A medical professional certifies that you can no longer perform 2 of the 6 activities or have suffered serious cognitive impairment, you can receive \$92,000 minus a \$150 processing fee.²
- The money is yours to do with as you choose: you do not have to go to a nursing home, convalescent center or receive home health care to receive the cash.
- The cost to add this valuable living benefit to your life insurance policy is minimal – just 10% of the policy's base premium.

For pennies a day, you can get both a living benefit, should you need it, and a death benefit if you don't.

- ¹ Six Activities of Daily Living include: bathing, continence, dressing, eating, toileting, and transferring. Severe Cognitive Impairment means a deterioration or loss in intellectual capacity that: (1) places the Insured in jeopardy of harming him/herself or others and, therefore, the Insured requires Substantial Supervision by another individual; and (2) is measured by clinical evidence and standardized tests which reliably measure impairment in: (a) short or long-term memory; (b) orientation to people, places or time; and (c) deductive or abstract reasoning.
- ² The Accelerated Death Benefit Rider for Chronic Illness pays 92% of the insurance proceeds less a \$150 administration fee (\$100 in FL) in lieu of the benefit payable at death. Conditions apply. Any outstanding loans will reduce the cash value and death benefit. This rider is not available in CA. Policy form series ULABR-CI-15 or ICC15-ULABR-CI-15.

PureLife-plus is a Flexible Premium Adjustable Life Insurance to Age 121. Some limitations apply. See the Purelife-plus brochure for details. Policy Form ICC18-PRFNG-NI-18 or Form Series PRFNG-NI-18 Texas Life is licensed to do business in the District of Columbia and every state but NY.

19Mo18-C 1094 (exp0321)

TEXASLIFE INSURANCE
COMPANY
Since 1901 | 900 WASHINGTON | POST OFFICE BOX 830 | WACO, TEXAS 76703-0830

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEMS: 2019-2020 Resolutions for PAEC Services

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the following services with their respective costs to be provided by the Panhandle Area Educational Consortium:

• PAEC Membership Services	\$12,714.58
• Professional Development Center	17,000.52
• Gateway Computing Consultants (Payroll/Finance)	60,186.81
• Human Resources Support Services	<u>6,333.03</u>
Total	\$96,234.94

FUND SOURCE: General Fund

AMOUNT: \$96,234.94

PREPARED BY: Bonnie Wood

POSITION: Finance Director



**Master Resolution and Contract
for District Participation in PAEC Central Services
2019-20**

This Central Services Master Contract is between Panhandle Area Educational Consortium through its District of Record, the School Board of Washington County and the School Board of Gadsden County. This signature page is incorporated into and subject to all terms and conditions of the individual agreements attached.

Service:	District Assessment:
PAEC Membership Services	\$12,714.58
Professional Development Center	\$17,000.52
Gateway Educational Computing Consultants (Finance/Payroll)	
<i>Gateway Support Services</i>	\$25,278.55
<i>Skyward License</i>	\$27,299.85
<i>ISCorp Hosting</i>	\$7,608.41
Human Resources Support Services	\$6,333.03
TOTAL	\$96,234.94

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the _____ day of _____, 2019.

APPROVED

School Board of Gadsden County

School Board of Washington County

Roger P. Milton, Superintendent

Herbert J. Taylor, Superintendent

Date: _____

Date: _____

Steve Scott, Chairman

Lou Cleveland, Chairman

Date: _____

Date: _____

Panhandle Area Educational Consortium

John T. Selover, Executive Director

Date: _____

BOD approval: April 17, 2019

WCSB approval: May 13, 2019



**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

A resolution of the District School Board of Gadsden County, Florida, hereinafter referred to as District School Board, pursuant to Florida Statutes, Sections 230.23(4)(j), 230.23(12), and 1001.451, adopting a plan for cooperating with school boards of other districts in this state in a Regional Consortium Service Organization, the Panhandle Area Educational Consortium (PAEC), for acquisition of materials, supplies, equipment, contracted services, and participation in programs and projects, when such meets specific needs of the district and is deemed educationally/monetarily beneficial by the school board.

WHEREAS, the District School Board has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs, and services when it is to the best interest of the taxpayers of their county and for the best interest of the educational system and the school children of the school district, and

WHEREAS, it is necessary to adopt resolutions spread upon the minutes of each participating school board, which provide a plan for cooperating with school boards of other districts in the state for the projects and activities cooperatively initiated, and

WHEREAS, the school boards of **Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, and Washington counties, FAMU Developmental Research School**, and all such other eligible school boards which adopt a like resolution and are approved for Consortium membership by the Board of Directors, hereinafter called the Member Districts, have established and participated in the Panhandle Area Educational Consortium (PAEC), a Regional Consortium Service Organization, jointly performing, bidding, contracting for, and purchasing certain materials, supplies, equipment, and services to be used in respective school systems, and

WHEREAS, the Consortium is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all programs, services, projects, and activities initiated through recommendation of the Board of Directors to its designated District of Record, the Washington County School Board (WCSB), for approval.

I. SPECIFIC DISTRICT NEEDS. That specific needs identified by the District School Board can be better met through cooperative programs/services undertaken with other participating school boards. Such needs include:

- A. Educational/instructional needs of specific student populations.
- B. Professional development often mandated by law, for both instructional and non-instructional personnel.
- C. Supplementary contracted services to compensate for limited staff, staff time, or expertise in federal and state mandated programs.
- D. Student evaluation services.
- E. Reduction in overhead costs of administration and conducting specific programs/activities through pooling of resources.
- F. Financial advantages of cooperatively bidding and/or purchasing: materials, supplies, equipment, services, and programs that afford district protection.

II. SERVICES TO DISTRICT. That the District School Board does hereby determine that it is in the best interest of the taxpayers of their county to cooperate with other school districts in the operation of the PAEC, availing themselves of the services which meet specific district needs. Projects, programs, and contracted services may also be provided to non-member districts. Non-member districts shall pay for contracted services or goods received in the manner provided in Section IV of this Agreement or in the manner designated by the Board of Directors. Services will be provided through the PAEC. The services provided include, but are not necessarily limited to, the bidding, contracting, and purchasing arrangements pursuant to a plan of implementation for the following:

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

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- A. Professional Development Center with electronic learning content and management system (FloridaLearns Academy™)
- B. Federal and State Discretionary Programs
- C. Federal and State Mandated Programs
- D. Student Testing
- E. Printing
- F. Cooperative Bidding & Purchasing
- G. Risk Management Services
- H. Financial and Data Management Information Services (Gateway)
- I. Distance Learning Services
- J. Pupil Personnel Services
- K. Instructional Services
- L. Program Evaluation Services
- M. Resource Development
- N. Exceptional Student Education Services
- O. Research and Data Analysis Services
- P. Federal and State Grant Procurement and Coordination
- Q. Health Insurance
- R. Planning and Accountability
- S. Student Data Services
- T. Any other services recommended by the Board of Directors of the Consortium and approved by the District of Record, currently the Washington County School Board.

III. METHOD(S) OF EVALUATION. That the Superintendent or designee will, at least annually, evaluate the results of services provided through the PAEC as follows:

- A. For services rendered without direct assessment to the district, such as participation in various projects funded by the state or federal government the superintendent or designee will evaluate the results in terms of the following criteria:
 - 1. Quality of service.
 - 2. Correspondence to district's instructional professional development.
 - 3. Benefits derived by the district.
- B. For contracted services, the Superintendent or designee will review each contract in terms of the following criteria:
 - 1. Fulfillment of obligations itemized in the contract.
 - 2. Quality of service provided, including professionalism of personnel involved.
 - 3. Cost efficiency.
 - 4. Benefits derived by the district.
- C. For professional development provided, the Superintendent or designee will review:
 - 1. The compiled evaluation of data from participating district personnel to determine efficacy and quality.
 - 2. Cost efficiency.
 - 3. Correspondence of professional development to district needs.
- D. For cooperative programs/activities involving pooling of districts' resources, the Superintendent or designee will review in terms of the following criteria:
 - 1. Amount and quality of services received by the district.
 - 2. Cost efficiency of pooling.
 - 3. Correspondence of program/activity to district needs.

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

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IV. DISTRICT PARTICIPATING IN FUNDING. That the District School Board will pay allocated costs for the services or goods received through participation in specific programs, projects, or activities of the Consortium. All assessments of compensation will be based on actual costs incurred, as itemized in contracts and/or invoices. The projected cost will be furnished to the superintendent prior to implementation of the service, with adjustments for actual costs being made only upon mutual consent of both parties.

V. PENALTIES AND SEVERABILITY.

- A. Should the District of Record, currently WCSB, in its capacity as fiscal agent for PAEC, be assessed a penalty or fine (including reimbursement of grant funds) by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC, then the Member Districts would share responsibility for satisfaction of the penalty or fine based on the following:
1. 50% of the fine or penalty shall be allocated equally among all the Member Districts.
 2. The remaining 50% of the fine or penalty shall be allocated among the Member Districts according to each district's percentage of the total FTE.
 3. The total of the amount to be allocated among the Member Districts under subparagraphs 1) and 2) shall first be reduced by any and all amounts recoverable by insurance or other bonds.
- B. Each Member District acknowledges and agrees that, as a condition of continued participation in the PAEC, each Member District is required to comply with and perform the above provision regarding satisfaction of any such fines or penalties. In the event that a Member District fails to satisfy its allocation as set forth above, the PAEC Board of Directors shall determine the repayment schedule for the Member District and any interest due PAEC. Member District agrees that if repayment has not been made by the date of expiration of this repayment period, said district:
1. Shall no longer be eligible for participation as a Member District in PAEC.
 2. Shall no longer be a member of PAEC.
 3. Shall not be entitled to continue to receive any of the benefits of membership in PAEC. Any Member District whose participation in PAEC is terminated under this resolution shall pay all allocated costs that have accrued to that district by virtue of participation in PAEC through the end of the month during which termination of participation occurs.
- C. In the event a Member District's participation is terminated pursuant to the foregoing paragraph B, and that former member has not satisfied its allocated share of any fine or penalty in accordance with paragraph A, then the allocated share of each of the remaining Member Districts shall then be re-determined in accordance with paragraph A based on the number of the remaining Member Districts and their respective percentage of the total FTE.
- D. The District of Record, currently WCSB, shall be responsible, only as allocated above as a Member District, for any such penalty or fine (including reimbursement of grant funds) assessed by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC. In the event that the other Member Districts fail to comply with the above provisions relating to satisfaction of fines or penalties, WCSB shall have the right to terminate its fiscal agent agreement during the term of said agreement on the following terms:
1. WCSB must give written notice and a thirty-day opportunity to cure any such failure to comply to the Member District or districts involved and to PAEC;
 2. Termination shall not be permitted during the term of the agreement if the noncompliance is cured within the thirty-day period;
 3. Fiscal agent fees from PAEC to WCSB shall continue only through the end of the month during which the contract is terminated.

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

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- E. Should the District of Record, currently Washington County School Board (WCSB), based on its own mismanagement or negligence, be assessed a fine or penalty (including reimbursement of grant funds) or be prohibited by any governmental agency or court from receiving any grant, PAEC (through its Board of Directors) shall have the right to terminate the fiscal agent agreement with WCSB by giving written notice and may appoint a new fiscal agent. Fiscal agent fees from PAEC to WCSB shall continue only through the end of the month during which the contract is terminated. There shall be no other monetary liability from PAEC or any other Member District to WCSB in the event of any such termination.
- F. Should PAEC be dissolved or moved to a different physical location by action of the PAEC Board of Directors, the District of Record, currently WCSB, shall dispose of the current PAEC facility in accordance with the terms of the Annual Fiscal Agent Agreement Between the Washington County District School Board and the Panhandle Area Educational Consortium (“Annual Agreement”), reflecting PAEC’s equitable ownership in its current physical facility. The PAEC Board of Directors would determine the use of the funds from the sale of the property.
- G. It is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member’s liability as set forth in Section 768.28, Florida Statutes.

VI. GOVERNANCE OF PAEC. That the organization and governance of the PAEC shall be as follows:

- A. The Board of Directors has designated the WCSB to serve as the District of Record for contractual and reporting purposes for the Consortium. Said Board will:
 - 1. Serve as employer for all Consortium staff, establishing policies in collaboration with the Board of Directors by which all personnel so employed will be governed. The District of Record assumes no liability for continued employment of Consortium staff in the event of loss of funds, discontinuation of project services or a reduction in force by Consortium Board of Directors. Additionally, the provisions of Section V (Penalties and Severability) shall apply to the extent that the District of Record (currently WCSB) were to be found liable and required by an administrative agency or court of competent jurisdiction to make a payment for unpaid wages or other losses to an employee of PAEC as a result of an employment action taken by PAEC so that any such liability shall be shared by the members of PAEC. The provisions of Section V shall only apply, however, in the event the order is not reversed or vacated on appeal. Additionally, nothing herein shall be construed or intended by any member or PAEC to serve as a waiver of any immunity of any kind. This provision shall not apply in the event it was deemed to be any such waiver of any type of immunity from liability. Moreover, it is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member’s liability as set forth in Section 768.28, Florida Statutes.
 - 2. Serve as title holder for building complex on 753 West Boulevard, Chipley for PAEC and its Member Districts according to “Annual Fiscal Agent Agreement Section B. Equitable Ownership of Building Complex at 753 West Boulevard”.
 - 3. Serve as District of Record for the Consortium, with mutually agreed upon compensation for services. These services will include, but not be limited to:
 - a. Monthly financial report to Member Districts.
 - b. Separate report on the financial status of the Consortium in the annual financial report of the district to the Commissioner.
 - 4. Per Florida Statutes and Florida Administrative Code, approve all programs, projects, contracts, bids and procedures for operation of the Consortium as part of the District of

**RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION IN THE
PANHANDLE AREA EDUCATIONAL CONSORTIUM**

Page 5 of 5

Record's consent agenda. If an action is not approved, written explanation of just cause shall be provided to the PAEC Board of Directors within fourteen (14) days of the District of Record's decision.

- B. The Board of Directors for the Consortium shall be composed of the Superintendents of all Member Districts. The Directors will:
1. Determine all policies for operation of the Consortium.
 2. Determine programs, products, contracted services, and charges for services rendered by the Consortium.
 3. Determine Consortium salary schedule and compensation plan.
 4. Recommend establishment of positions and individuals for appointment to the District of Record.

The Board of Directors has full authority to control the Consortium within the parameters of Florida Statutes, State Board of Education administrative rules, and the Board-approved policies of the school board of the District of Record.

- C. An Executive Director, recommended by the Board of Directors and approved by the school board of the District of Record, will manage the operation of the Consortium. Said Executive Director will:
1. Be responsible for compliance of Consortium operation with all Consortium policies, applicable State Laws, and State Board of Education Regulations.
 2. Keep the Board of Directors and District of Record apprised of all Consortium activities.

VII. TERMS OF AGREEMENT. The term of this Agreement shall commence and be deemed in full force and effective as of July 1, 2019. The terms of this Agreement shall be one (1) fiscal year with an annual renewal option.

VIII. TERMINATION OF AGREEMENT. Any participant may withdraw from this agreement by written notification to the PAEC Executive Director six months prior to renewal.

This Agreement among the Member Districts of the Consortium, as set forth in this resolution, will be in operation and effect from July 1, 2019, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium, shall be binding for one (1) fiscal year from said date of July 1, 2019.

For PAEC membership, each district pays a fixed base of \$3,000 plus \$2.00 / FTE based on the 3rd calculation of the previous fiscal year.

For the above described services, **THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for **PAEC**, the sum of \$12,714.58, payable upon completion of this resolution.

**THE PAEC PROFESSIONAL DEVELOPMENT CENTER (PDC)
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**



A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Professional Development Center and The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2019 and shall end on June 30, 2020.

WHEREAS, The District School Board of Gadsden County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the PAEC Professional Development Center (PAEC PDC) and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Professional Development Center Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Professional Development Center).

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT

The general services to be provided by PAEC/PDC are to:

- A. Coordinate and facilitate the PAEC Professional Development Center Council meetings with district instructional and curriculum administrators with opportunities for networking, sharing effective practices and Florida Department of Education updates. PAEC Professional Development Center will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
- B. Provide technical assistance with implementation of legislative mandates and FLDOE initiatives.
- C. Coordinate completion of the 5-year Master In-service Plan for Professional Development maximizing resources available to small and rural districts, with subsequent submission to the Florida Department of Education.
- D. Develop and renew add-on endorsement packages.
- E. Develop and update, as needed/required, a Leadership Development Plan.
- F. Integrate a standard electronic Professional Learning Plan (PLP) with ePDC.
- G. Coordinate completion of the Annual Professional Development Needs Assessments.
- H. Update of the Professional Development System (ePDC) to meet revised Florida Statute guidelines and FDOE standards.
- I. Provide annual update training for district administrators on the PAEC *electronic* Professional Development Connections (ePDC).
- J. Provide discounted prices for PAEC online courses, except for Coaching Endorsement. PDC member price will be no more than \$3/credit hour compared to \$5.95/credit hour for non-members.
- K. Provide a toll-free Technical Support Hotline.
- L. Provide pre-audit technical assistance in preparation for Florida's Professional Development System Evaluation Protocol site visits.
- M. Coordinate multi-district in-service activities in collaboration with district staff.
- N. Collaborate with a variety of organizations/agencies to bring no-cost professional learning opportunities to PAEC member districts. PAEC consultants publicize, facilitate, register, track attendance, and provide and review implementation and evaluation follow up assignments.
- O. Assist district or school staff with appropriate selection of presenters for delivery of needs-based professional development.
- P. Provide additional services at no cost.

Services may include:

- a. Seek legislative funding for local initiatives.
- b. Grant writing assistance as requested.

- c. Collaborate with colleges and universities to share information across the consortium regarding upcoming trainings.
- d. Provide WIDA trainings and updates as needed or required.
- e. Coordinate and provide an annual Leadership Conference event for district and school administrators.
- f. Coordinate the PAEC Literacy Council meetings with district Reading staff and administrators.
- g. Coordinate the PAEC Principal Convening sessions.
- h. Coordinate the PAEC Guidance Counselors Convening sessions.
- i. Coordinate and facilitate Textbook Adoption Fairs, as needed or required by the State.

II. GOVERNANCE.

The PAEC Board of Directors has established the PAEC Professional Development Center entity to work with districts on their PDC needs. As part of its work, the PAEC Professional Development Center shall have an Advisory Committee. The officers of the Council will be a chairperson and co-chairperson. Officers will also be voting members. The term of office will be two (2) years provided the officeholder has been reappointed to the PDC Council by his/her district school board. Nominees for chairperson shall have served a minimum of 12 months prior to nomination. The Committee shall assist the PAEC Executive Director in the overall management of PAEC PDC.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary PDC contact (POC) between PAEC and district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for facilitating internal communication regarding available trainings to district personnel.

IV. PAEC ASSETS. Training and Website materials provided by the PAEC Professional Development Center are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden, will pay for services received through participating in the PAEC PDC program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay a sum per most recent unweighted FTE 3rd calculation as per the 2018-19 year's enrollment 4,857.29 a rate of \$3.50. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by August 15 of each year in which the district is participating.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC PDC shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC PDC shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate") from participation in the PAEC PDC program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 1st of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1st of each year

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING. PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board according to the present PAEC Agreement. If the PAEC/PDC is transferred to another District of Record, all equipment purchased with PAEC/PDC funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Professional Development Center, the sum of \$17,000.52, payable upon execution of this resolution/contract.



GATEWAY EDUCATIONAL COMPUTING CONSULTANTS PROJECT RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and Gateway Educational Computing Consultants and The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2019 and shall end on June 30, 2020.

WHEREAS, The District School Board of Gadsden County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the Gateway Educational Computing Consultants (Gateway) and

WHEREAS, the PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as approved by the Board of Directors of PAEC as extended to include all the superintendents of districts participating in the Gateway Project.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

- I. SERVICES TO DISTRICTS.** The general services to be provided by Gateway are:
 - A.** PAEC Gateway Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
 - B.** Contracting for software updates, maintenance, and technical assistance.
 - C.** Application of software updates implemented at hosting service.
 - D.** Training of district personnel with regard to:
 1. Initial and continuing implementation of system
 2. Operational changes required by software updates
 3. Operational changes per requirements of the Florida Department of Education.
 - E.** On-site and telephone consultation to provide technical assistance and problem correction.
 - F.** Technical assistance in the maintenance of files to provide long-term records
 - G.** Technical assistance in the operation of data processing equipment necessary to operate the system.
 - H.** Maintenance of disk packs required for software libraries and online user files.
 - I.** Technical assistance in providing required automated files to DOE.
 - J.** Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
 - K.** Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
 - L.** Other services recommended by the extended PAEC Board of Directors for the Gateway Educational Computing Consultants Project and approved by the fiscal agent.

II. GOVERNANCE

The PAEC Board of Directors has established the PAEC Gateway Educational Computing Consultants entity to work with districts on their financial data processing needs. As part of its work, the PAEC Gateway Educational Computing Consultants shall have an Advisory Committee. The Gateway/PAEC Project is administered under the PAEC Board of Directors extended to include the superintendents from non-PAEC districts participating in the Gateway Project, with each participating district having one (1) vote. Five (5) voting members present will constitute a quorum. Washington County School Board shall serve as Fiscal Agent and District of Record. The Gateway staff will be under the supervision of the

PAEC Executive Director and function as a part of the consortium staff. The Gateway PAEC Project shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan (for staff paid from project budget) and PAEC Overhead Funding Plan.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary Finance contact (POC) between PAEC Gateway and the district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- E. Responsible for importing data into system.
- F. Responsible for facilitating internal training to district personnel.

IV. PAEC ASSETS. Training and Website materials provided by PAEC Gateway are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Gateway and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Gateway.

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden County, will pay for services received through participating in the PAEC Gateway Educational Computing Consultants. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$20,500.00 plus a sum per most recent unweighted FTE 3rd calculation as per the 2018-19 year's enrollment @ a rate \$.983789. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Gateway Educational Computing Consultants shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Gateway shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate") from participation in the PAEC Gateway Educational Computing Consultants program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 15 of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 15 of each year

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director

of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. EQUIPMENT PURCHASES AND TRANSFERS. The equipment transferred from the former district of record, the School Board of Bay County, will be vested in Washington County School Board according to the present PAEC Agreement. If the Gateway Project is transferred to another District of Record, all equipment purchased with Gateway Project funds will be transferred to the new district upon approval of the PAEC Extended Board of Directors.

For the above described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Gateway Educational Computing Consultants, the sum of \$60,186.81, payable upon execution of this resolution/contract.

BOD date:

WCSB date:



**PAEC HUMAN RESOURCES SUPPORT SERVICES
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Human Resources Support Services** and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2019 and shall end on June 30, 2020.

WHEREAS, The District School Board of Gadsden County Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District School Board agrees to participate along with other participating and member districts in the PAEC Human Resources Support Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by PAEC and approved by the Board of Directors of PAEC.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT

The specific needs, which will be met by consortium activity as they relate to the Human Resources Support Services to Districts, are:

- A. PAEC Human Resources Support Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
- B. Assist in streamlining Human Capital Management System and utilizing system data metrics.
- C. Facilitate networking and sharing of best practices in school district Human Resources.
- D. Assist district in planning and coordinating targeted professional development.
- E. Collaborate and inform on all matters related to innovative recruitment and retention initiatives/strategies.
- F. Provide training and support for implementation of Skyward Fast Track.
- G. Assist in development of recruitment programs, budgets, brochures, and other related material.
- H. Target specific universities and teaching colleges within Florida and out-of-state, if applicable, for recruitment visits (includes registration fees for respective career fairs).
- I. Coordinate with district staff to plan a recruitment event for the Northwest Florida region.
- J. Work with district and PAEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options and community involvement in welcoming and supporting new teachers.
- K. Work with districts on grow-your-own teacher initiatives (including Future Educator Clubs).
- L. Serve as a liaison with the Florida Department of Education Educator Recruitment Development and Retention Office and work to secure support for PAEC recruitment initiatives.

II. GOVERNANCE

PAEC Human Resources Support Services shall be under the PAEC Business Services Department. PAEC Human Resources Services Project is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Human Resources Services Project staff will be under the supervision of the PAEC

Executive Director and function as part of the consortium staff. The Human Resources Services Project shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative who will serve as the primary HR contact (POC) between PAEC and district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for providing feedback on meeting sites, agenda items, etc.

IV. PAEC ASSETS

Training and Website materials provided by the PAEC Human Resources Support Project are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC.

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden County,

will pay for services received through participating in the PAEC Human Resources Project. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. The District hereby agrees to pay, a base sum of \$3,127.41 plus a sum per most recent unweighted FTE 3rd calculation as per the 2018-19 year's enrollment @ a rate of \$.66 per FTE. This contribution shall be the total obligation of each participant during the agreement year unless additional assessments are approved by the District. Payment must be made by the District and received by PAEC by September 15.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Human Resources Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date"), unless the participating district chooses to renew this resolution/contract for an additional year. Each District entering into a resolution/contract with PAEC Human Resources Services shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate") from participation in the PAEC Human Resources Services program must be provided by the participating district to the PAEC Executive Director at least six months prior to the renewal date. This resolution/contract will automatically renew for an additional 1-year period if such written notice is not timely received by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

- Make full payment by September 15 of each year

- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 15 of each year

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. EQUIPMENT PURCHASES AND TRANSFERS

The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board according to the present PAEC Agreement. If the PAEC/Human Resources Services Project is transferred to another District of Record, all equipment purchased with PAEC/Human Resources Services Project funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Human Resources Services, the sum of \$6,333.03, payable upon execution of this resolution/contract.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

Date of School Board Meeting: June 25, 2019

TITLE OF AGENDA ITEM: Agreement between The School Board of Gadsden County Public Schools and More Ability Therapy Services, LLC

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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


PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

This contract will provide Occupational Therapy Services to Exceptional Students in Gadsden Schools. The therapists will provide needed services in a position not filled by the Gadsden County School Board.

FUND SOURCE: FEEP Dollars

AMOUNT: \$60.00 (per hour for actual hours worked) Occupational Therapy
\$45.00 (per hour for actual hours worked) Occupational Therapy Assistant

PREPARED BY: Sharon B. Thomas 
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

summary for
revised 0591

Proof read by: Chivita Dorem

MORE ABILITY THERAPY SERVICES, LLC

Agreement to Provide Occupational Therapy Services for

Gadsden County School Board

This contract is effective July 1, 2019, by and between, More Ability Therapy Services, LLC hereinafter referred to as "the CONTRACTOR" and Gadsden County School Board hereinafter referred to as "the AGENCY".

Whereas the CONTRACTOR is dutifully qualified to practice Occupational Therapy Services in the state of Florida,

Whereas the AGENCY desires Occupational Therapy Services for eligible students with special needs,

Whereas the CONTRACTOR and the AGENCY desire to enter into a service agreement whereby the CONTRACTOR shall provide Occupational Therapy Services upon the following terms and conditions:

1. The CONTRACTOR shall provide Services to eligible students enrolled with The Gadsden County School Board. The Administrator of the CONTRACTOR and the Director or their designee for the AGENCY shall determine the schedule of days, hours, and locations for services performed under this Agreement.
2. The CONTRACTOR shall be licensed by the State of Florida to perform Occupational Therapy services.
3. The CONTRACTOR will be fingerprinted and have their background checked upon request by the AGENCY consistent with the requirements of Florida Statutes, as a prerequisite for the CONTRACTOR to be on school property and/or have access to students.
4. During the term of this Agreement, the CONTRACTOR shall maintain professional liability Insurance.
5. The CONTRACTOR shall provide the Agency with copies of the professional licenses and liability insurance of Occupational Therapists and assistants who provide Services under this Agreement.
6. Services provided by the CONTRACTOR and authorized by the AGENCY shall be compensated at the following rate: **\$60.00 per hour** for Occupational Therapist and **\$45.00 per hour** for Occupational Therapist Assistant. This rate shall be applied to all treatment sessions, documentation, and/or meetings associated with each student.
7. The CONTRACTOR shall maintain a student schedule including the hours of service for each student served. A statement of services rendered by the CONTRACTOR shall be submitted to the AGENCY. Upon verification of the Services, the AGENCY will make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR'S statement.

Payments shall be made payable to:

**More Ability Therapy Services, LLC
1845 Acorn Ridge Trail
Tallahassee, FL 32312
F.E.I.N. 46-4476931**

8. This agreement shall be constructed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties.

9. The CONTRACTOR shall hold harmless, indemnify, and defend the AGENCY, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed or recovered against or from the AGENCY, its agents, or employees, in their official or individual capacity by any reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this agreement. Nothing in this agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the AGENCY or to affect, limit, or reduce the protection from suit afforded to the Agency under Florida Law. This provision shall survive termination of that Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied.

10. The CONTRACTOR and the leadership of the AGENCY or their respective designees shall attempt to resolve any questions or disagreements arising out of the administration or performance of this agreement before any litigation is instituted.

11. The relationship between the AGENCY and the CONTRACTOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.

12. The term of this Agreement shall commence on July 1, 2019 and expire June 30, 2020.

13. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

In witness Whereof, the parties hereto have set their hands and seals this day and year written above.

Gadsden County School Board

BY: _____ Date: _____

Print Name, Title: _____

More Ability Therapy Services, LLC.

BY: Deandrea Lee Date: 6/12/2019

Print Name, Title: Deandrea Lee, OTR/L, Owner

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e

Date of School Board Meeting: June 25, 2019

TITLE OF AGENDA ITEM: Agreement between the Gadsden County Public Schools and Kavontaye Baker, PT, DPT. Physical Therapist.

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

This contract will provide Physical Therapy Services to Exceptional Students in Gadsden County Schools. This therapist will provide needed services in positions not filled by the Gadsden County School Board.

FUND SOURCE: FEFP Dollars

AMOUNT: \$61.00 (per hour for actual hours worked)

PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

CHAIRMAN'S SIGNATURE: page(s) numbered 2

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

summary.for
revised 0591

Proof read by: Chinita Bascom

**Independent Contractor
Kavontaye J. Baker**

**Agreement to Provide Physical Therapy Services for
Gadsden County School Board**

This contract is effective July 1, 2019, by and between, Kavontaye J. Baker, DPT, Physical Therapist hereinafter referred to as "the CONTRACTOR" and Gadsden County School Board hereinafter referred to as "the AGENCY".

Whereas the CONTRACTOR is dutifully qualified to practice Physical Therapy Services in the state of Florida,

Whereas the AGENCY desires Physical Therapy Services for eligible students with special needs,

Whereas the CONTRACTOR and the AGENCY desire to enter into a service agreement whereby the CONTRACTOR shall provide Physical Therapy Services upon the following terms and conditions:

1. The CONTRACTOR shall provide Services to eligible students enrolled with The Gadsden County School Board. The Administrator of the CONTRACTOR and the Director or their designee for the AGENCY shall determine the schedule of days, hours, and locations for services performed under this Agreement.
2. The CONTRACTOR shall be licensed by the State of Florida to perform Physical Therapy services.
3. The CONTRACTOR will be fingerprinted and have their background checked upon request by the AGENCY consistent with the requirements of Florida Statutes, as a prerequisite for the CONTRACTOR to be on school property and/or have access to students.
4. During the term of this Agreement, the CONTRACTOR shall maintain professional liability Insurance.
5. The CONTRACTOR shall provide the Agency with copies of the professional licenses and liability insurance.
6. Services provided by the CONTRACTOR and authorized by the AGENCY shall be compensated at the following: 37.5 hours weekly at **\$61.00 per hour**. This rate shall be applied to all treatment sessions and/or meetings associated with each student.
7. The CONTRACTOR shall maintain a student schedule including the hours of service for each student served. A monthly statement of services rendered by the CONTRACTOR shall be submitted to the AGENCY. Upon verification of the Services, the AGENCY will make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR'S statement.

Payments shall be made payable to:

Kavontaye J. Baker (Independent Contractor)

8. This agreement shall be constructed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties.

9. The CONTRACTOR shall hold harmless, indemnify, and defend the AGENCY, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed or recovered against or from the AGENCY, its agents, or employees, in their official or individual capacity by any reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this agreement.

Nothing in this agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the AGENCY or to affect, limit, or reduce the protection from suit afforded to the Agency under Florida Law. This provision shall survive termination of that Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied.

10. The CONTRACTOR and the leadership of the AGENCY or their respective designees shall attempt to resolve any questions or disagreements arising out of the administration or performance of this agreement before any litigation is instituted.

11. The relationship between the AGENCY and the CONTRACTOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.

12. The term of this Agreement shall commence on July 1, 2019 and expire June 30, 2020.

13. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

In witness Whereof, the parties hereto have set their hands and seals this day and year written above.

Gadsden County School Board

BY: _____ Date: _____

Print Name, Title: _____

Kavontaye J. Baker, DPT

BY: Kavontaye J. Baker, DPT Date: 6/4/19

Print Name, Title: **Kavontaye J. Baker, DPT**



Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 5/29/2019

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0642084304 from 06/13/19 to 06/13/20 at 12:01 AM Standard Time

Named Insured and Address:

Kavontaye Baker
191 Earnest Barkley St
Gretna, FL 32332-2050

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpsso.com

Medical Specialty:

Physical Therapist

Code:

80995

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Base Premium

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns: Policy Form ID, CNA Prefix, Code, Code, Code, Code, Code. Lists various policy forms like G-121500-D, GSL15564, CNA81753, etc.

Handwritten signature of Chairman of the Board

Chairman of the Board

Handwritten signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

AC# 7965141

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
08/23/2017	PT 28786	122418

The **PHYSICAL THERAPIST** named below has met all requirements of the laws and rules of the state of Florida.

Expiration Date: **NOVEMBER 30, 2019**
KAVONTAYE JAWUANQI BAKER
191 EARNEST BARKLEY ST
GRETNA, FL 32332




Rick Scott
GOVERNOR


Celeste M. Phillip, M.D., M.P.H.
Surgeon General and Secretary

DISPLAY IF REQUIRED BY LAW

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8f

Date of School Board Meeting: JUNE 25, 2019

TITLE OF AGENDA ITEM: The School Board of Gadsden County, Contract with Independent Contractor Janice M. Gilchrist

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

The purpose of this contract is to provide additional counseling and clinical services to students with behavioral, emotional and/or academic problems in Gadsden County Schools. These services will be provided mainly at Stewart Street Elementary School/Havana Magnet School and other schools/assignments as needed (as designated by the Director of Exceptional Student Education).

FUND SOURCE: IDEA dollars
AMOUNT: \$45.00 (per hour for actual hours worked)
PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered 3
CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper .

summary.for
revised 0591

Proof read by: Chivita Bascom

Gadsden County School District
Exceptional Student Education
Contract with Independent Contractor
2019-2020 School Year

THIS CLINICAL SERVICES MASTER AGREEMENT ("Contract") is entered into as of this 5 day of June, 2019 by and between The Gadsden County School Board, a Florida a corporation organized and existing under the law of the State of Florida, with its principal place of business at 35 Martin Luther King Jr. Blvd., City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, and Janice M. Gilchriest of Midway, County of Gadsden, State of Florida herein referred to as contractor.

1. The Board is in the business of providing educational and other services to the students enrolled in its institutions or programs, and in the conduct of such business, desires to have the following services, as a contractor, to be performed by Janice M. Gilchriest: Clinical Psychological Services.
2. Janice M. Gilchriest agrees to perform services for the Board under the terms and conditions set forth in this contract and in this listed manner.

RESPONSIBILITY OF CONTRACTOR

The contractor will provide clinical psychological services on behalf of the Board with respect to all matters relating to or affecting the provision of clinical psychology to the preschool and school age population as identified by the Board and for who such services are prescribed for by a duly licensed or licensed eligible psychologist in the State of Florida. And that are approved by the Director of Exceptional Student Education. The contractor will render such service according to her professional qualifications, and shall be maintained throughout the terms of this agreement. Janice M. Gilchriest shall provide the following services: Counseling B. Class wide behavioral plans C. Individual behavioral modification plans D. Consultation for clinical and/or behavioral modification plans E. Clinical observations for Response to Intervention F. Target group sessions You are paying me only for those services listed above and no others. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

STATUS OF THE CONTRACTOR

These services shall be provided by the contractor as an independent agent free from obligation of employment terms not thereupon agreed in the contract.

DESIGNATED WORK AREA

The School Board will provide adequate space and materials and time for the contractor to carry out treatment goals and objectives outlined in the individual education plan and treatment plan for clinical psychological services. It is understood that these services will be rendered in Gadsden County Schools, State of Florida, or other locations approved by the Director of Exceptional Student Education.

TIME ALLOTMENT FOR AGREED DUTIES

The Contractor will provide services for 5 days per school week (7.5 hours per day). As approved by the Director of Exceptional Student Education, the contractor may provide up to an additional (5) hours per school week for activities such as home visits, emergency assessments, crisis management training. The allotted workflow shall also incorporate administrative duties required for accurate reporting of contracted services. For specific clinical psychology objectives refer to Attachment A

PAYMENT ARRANGMENT

The School Board will pay Janice M. Gilchriest for all work performed by contractor, on completion of the same, at the rate of \$45.00 per unit of services (\$45.00 per hour). Payment shall be made by the Board within (30) calendar days after statement for professional services are received. Such statements shall be presented monthly.

PAYMENT OF TAXES AND ASSESSMENTS

This contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to her services under this contract and as to all individuals employed by the contractor to perform services under this contract. Janice M. Gilchriest shall furnish to the Board, upon request of the Board, a certificate or other evidence of compliance with all state or federal laws concerning contribution, taxes, and payroll assessments.

The contractor agrees to maintain, at contractor's expense, workers compensation insurance, as required by law, to fully protect contractor and any individual employed by contractor in providing services under this contract. All other assumptions are thereupon understood to be in the care and authority of the Board.

CONFIDENTIALITY

Inasmuch as the contractor will acquire or have access to information which is highly confidential, it is expected that contractor will not disclose such information unless such disclosure is required by law by the ethical guidelines/statutes of the Florida Board of Licensed Psychologist and with approval for the Director of Exceptional Student Education.

Duration and Termination

The parties hereto contemplate that this contract will run for one (1) fiscal school year from August 13, 2019 to May 31, 2020. Any party wishing to terminate this contract prior to its expiration date shall provide that other party with sixty day (60) written notice.

Amendments

This agreement and any signed attachment make up the entire agreement between the parties. Said agreement can only be modified or amended in writing, signed by both parties. If any provision of this agreement is found or determined to be unenforceable, all other provisions shall remain enforceable.

In witness of their hands and seals, the parties have executed this agreement on the dates hereinafter indicated.

Janice M. Gilchrist

Date

**Sharon B. Thomas, Director
Exceptional Student Education**

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

BY: _____

ATTEST: _____
Roger P. Milton: Superintendent

Date

Notice to Vendor/Contractor: By acceptance of a contract/order in excess of 1 \$10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with title 34, Section 80.36(i) code of Federal Regulation. Termination for cause and for convenience by the grantee of sub-grantee including the manner by which it will be effected on the bases for the settlement will be decided by the Gadsden County School Board.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8g

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEM: Contracted Services with Justina Williams of Aubrey's Heart Therapy Services and Gadsden County School Board

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

Contract services with Justina Williams, M.S.CCC-SLP, to provide Diagnostic Testing and Speech/Language Pathologist Services.

SOURCE: FEEP dollars

AMOUNT: \$58.00 per hour

PREPARED BY: Sharon B. Thomas *SB*

POSITION: Director of Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: Chita Bascom

INDEPENDENT CONTRACTOR SPEECH PATHOLOGIST AGREEMENT

THIS AGREEMENT made and entered into on the date last written below, by and between Gadsden County School Board (hereinafter "Employer"), and Aubrey's Heart Therapy Service, an independent contractor's company (hereinafter "Contractor");

WHEREAS, the Employer desires to retain the services of Contractor, and Contractor desires to render services to the Employer, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

- 1.1 **Term.** Employer agrees to hire Contractor, at will, for a term commencing on August 12, 2019 and continuing until terminated in accordance with Section 4 of this agreement.
- 1.2 **Duties.** Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Contractor's duties shall include the following:

Diagnostic Testing for District area schools

Speech and Language Treatment for no more 12 students

Contractor further agrees that in all aspects of such work, Contractor shall comply with the policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Employer.

SECTION 2 – CONFIDENTIALITY

- 2.1 **Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors

(collectively, Representatives) of Contractor. Contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term "confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Contractor on a non-confidential basis, provided that the source of such information was not known by Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Contractor or any of Contractor's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction Contractor is subject and that have the legal right to inspect the files that contain the Confidential Information, and Contractor will advise Employer promptly upon such disclosure.

2.2 Return of Documents. Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.

2.4 No Release. Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

3.1 Compensation. In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to said Justina Williams the amount of \$58.00 per hour.

3.2 Withholding; Other Benefits. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

- 4.1 **Termination at Will.** This Agreement may be terminated by the Employer immediately, at will, and in the sole discretion of Employer. Contractor may terminate this Agreement upon 30 days written notice to Employer. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor..

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

- 5.1 Contractor acknowledges that he/she is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner beyond the terms of this Agreement, nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Employer suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Employer from any such loss or damage.
- 5.2 **Assignment.** The Contractor shall not assign any of his/her rights under this agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Employer.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

- 6.1 Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.
- 6.2 Contractor represents that he/she is licensed by the appropriate licensing agency for the Speech Language Pathology profession and that he/she is in good standing with such agency.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Employer.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings

of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

7.5 Severability. If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20_____.

Justina Williams, Speech Pathologist

Date

Sharon B. Thomas, Director
Exceptional Student Education

Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

By: _____
Steve Scott, CHAIRMAN

Date

ATTEST: _____
Rober P. Milton, SUPERINTENDENT

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEM: Agreement between Cumberland Therapy Services, LLC, and Gadsden County School Board

DIVISION: **EXCEPTIONAL STUDENT EDUCATION**

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

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

This contract will provide Speech/Language services and Psychological services (including, but not limited to assessments, evaluations, counseling, consulting, collaboration, intervention services, and support to families, school staff and administrators).

SOURCE: **FEFP/IDEA Dollars**

AMOUNT: **\$58.00 – 62.00 per hour**

PREPARED BY: **Sharon B. Thomas** *SBO*
POSITION: **Director of Exceptional Student Education**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered _____

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: *Melissa Anderson*



AGREEMENT

This Agreement is made and entered 08/01/2019 by and between Cobb Pediatric Speech Services, LLC, a subsidiary of Pediatric Therapy Services, LLC (d/b/a The Stepping Stones Group), 2586 Trailridge Drive East, Suite 100, Lafayette, CO 80026, hereinafter referred to as “Contractor” and, Gadsden County School District, 35 Martin Luther King Jr. Boulevard, Quincy, Florida 32351, hereinafter referred to as “School District.” It is hereby agreed as follows:

FEES: Contractor agrees to provide the following services to School District and School District agrees to pay the following hourly rates for those Services:

School Psychologist Services	\$61.00 per hour
Speech Therapy Services	\$58.00 per hour
Bilingual Speech Therapy Services	\$61.00 per hour

School District agrees to be billed (except during holidays) by Contractor for aggregate weekly hours specified in Exhibit B of this agreement; provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked, that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

MILEAGE: To the extent applicable, travel between schools will be considered billable time and will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete Exhibit A.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys’ fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.



EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

CONFIDENTIALITY: School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on 07/31/2020 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or



willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Colorado. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Colorado. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.



CONTRACTOR:

SCHOOL DISTRICT:

Signature

Signature

Name

Name

Title

Title

Date

Date

Notices:

Notices:

Pediatric Therapy Services, LLC
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Phone: (800) 337-5965



EXHIBIT A: BILLING INFORMATION FORM

To be completed and submitted with Agreement

School District Facility Name:	Gadsden County Schools		
A/P Contact Name and Title:			
A/P Mailing Address:	Address 1: .		
A/P Mailing Address: A/P Email Address <i>(note: all invoices will be emailed, unless instructed below):</i>	Address 2: .		
	City: .		
	State: .	Zip: .
A/P Phone Number:	.		
A/P Fax Number:	.		
Special Billing Instructions:	Monthly billing		

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8i

Date of School Board Meeting: June 25, 2019

TITLE OF AGENDA ITEM: VISION SERVICES FOR EXCEPTIONAL STUDENTS

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

This contract is to provide vision services, and orientation and mobility training for the visually impaired students in Gadsden County Schools.

FUND SOURCE: **FEFP Dollars**

AMOUNT: **\$25,000.00(est.)**

PREPARED BY: **Sharon B. Thomas** *SBT*
POSITION: **Director, Exceptional Student Education**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 8

CHAIRMAN'S SIGNATURE: page(s) numbered 8

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

summary.for
revised 0591

Proof read by: Chinita Bascom

This AGREEMENT is made as of **July 1, 2019** by and between the School Board of Gadsden County, Florida ("GCSB"), and **Palazesim, LLC**, ("Individual"), (hereinafter "Contractor.").

WITNESSED:

WHEREAS, GCSB operates schools and educational institutions and is in need of qualified, experienced

Certified Teacher of the Visually Impaired and Orientation and Mobility Specialist, to provide **direct instruction and consultation** services for GCSB, **for qualified students identified as visually impaired under the Individuals with Disabilities Education Act (IDEA)**; and

WHEREAS, Contractor employs qualified and/or duly licensed **Certified Teacher of the Visually Impaired and Orientation and Mobility Specialist** with experience in providing **Instruction in the area of visual impairments and orientation and mobility for qualified students**; and

WHEREAS, GCSB desires to engage Contractor to provide such services for GCSB and Contractor is willing to provide such services for GCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. SERVICES: GCSB hereby engages Contractor to provide **Instruction in the area of visual impairments and orientation and mobility for qualified students** for GCSB as requested by GCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement and Exhibits A and B, which exhibits are hereby incorporated in and made a part of this Agreement. Contractor shall provide said services individually or through employees and/or independent contractors of Contractor ("Contractor Staff") who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

B. DOCUMENTATION: Contractor shall submit to GCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by GCSB.

2. REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrants to GCSB, upon execution and throughout the term of this Agreement, as follows:

A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;

B. To the best of Contractor's knowledge, none of the Contractor's staff associated with this Agreement has ever had his or her professional license or certification denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way, either in the State of Florida or in any other jurisdiction.

C. Contractor and Contractor Staff shall perform the services required hereunder in accordance with:

1. all applicable federal, state, and local laws, rules, and regulations;
2. all applicable policies of: GCSB;
3. all applicable Bylaws, Rules, and Regulations of GCSB;

D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

E. Each member of the Contractor Staff working under this Agreement has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with Contractor Staff's provision of services under this Agreement; and

F. All Contractor Staff working under this Agreement shall comply with all applicable terms of this Agreement.

3. INDEPENDENT CONTRACTOR

A. In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of GCSB. Neither Contractor nor any Contractor staff shall be under the control of GCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor Staff retain the right to contract with and provide **Instruction in the area of visual impairments and orientation and mobility for qualified students** and services to entities and individuals other than GCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so.

B. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other.

C. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor Staff. Contractor hereby expressly agrees to provide GCSB with proof of payment of such taxes in the event such is requested by GCSB by federal or State tax authorities. Any such proof will be provided directly to GCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records.

D. Neither Contractor nor any Contractor Staff shall be subject to any GCSB policies solely applicable to GCSB's employees, except policy directly related to vendors and contractors.

4. TERM

The Initial Term of this Agreement shall be for a period of **12 months, commencing July 1, 2019** and ending **June 30, 2020** unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by GCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. The Contractor and Contractor staff shall be responsible for payment of Contractor and Contractor staff expenses relating to the performance of duties hereunder, including expenses for travel and similar items. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(B) of this Agreement.

6. BILLING

Contractor shall bill GCSB for services provided hereunder on the finance billing schedule following the services are rendered. Each invoice shall be in the form, and contain the information, requested by GCSB, and GCSB shall pay each invoice within **thirty (30) days** after receipt thereof by GCSB. GCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and Contractor Staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor Staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by GCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor Staff shall comply with all Federal and State laws and regulations, and all GCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing,

Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

A. Report to GCSB any impermissible use or disclosure of PHI.

B. Ensure that any agents, including subcontractors to whom it provides PHI created or received from GCSB agrees to the same restrictions or conditions that apply to Contractor.

C. Make PHI available in accordance with HIPAA Privacy Rules.

D. Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.

E. Make available the information required to make an accounting of disclosures under the applicable HIPA law and regulations.

F. Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.

G. Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES: If contractor has a Level II clearance registered with another Florida school district, they may be able to obtain a Gadsden County School Board vendor I.D. badge.

9. AUDITS, RECORDS, AND RECORDS RETENTION:

The GCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the GCSB representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the GCSB and the Contractor in order:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the GCSB under this Agreement.

B. To retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

C. That completion or termination of the Agreement and at the request of GCSB, the Contractor will cooperate with GCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.

D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the GCSB.

E. That persons duly authorized by the GCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (l) (10), shall have full access to and the right to examine any of Contractor's related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless GCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by GCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

11. INSURANCE

Contractor shall secure and maintain at all times during the term of this Agreement, at Contractor's sole expense, comprehensive general liability insurance in an amount not less than \$1,000,000 with limits for bodily injury and property damage combined in the amount of \$100,000 per person, \$200,000 per occurrence, with a reputable and financially viable insurance carrier. **GCSB shall be named as an additional insured on Contractor's general liability policy.** Such insurance shall not be cancelable except upon thirty (30) days written notice to GCSB. Contractor shall provide GCSB with a certificate evidencing such insurance coverage and agrees to notify GCSB immediately of any material change in any insurance policy required to be maintained by Contractor hereunder.

12. TERMINATION

A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.

B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY GCSB. GCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:

1. the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor or Contractor Staff in the State of Florida, or
2. conduct by Contractor or any member of Contractor Staff which affects the quality of services provided to GCSB or the performance of duties required hereunder and which would, in GCSB's sole judgment, be prejudicial to the best interests and welfare of GCSB or its students;
3. breach by Contractor or any member of Contractor Staff of the confidentiality
4. failure by Contractor to maintain the insurance;
5. failure to comply associated background screening procedures

D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement

13. ARBITRATION

The parties may mutually agree to resolve any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, of the breach hereof, through arbitration in Gadsden County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The arbitration costs shall be borne equally by both parties, however, each party shall bear its own expenses. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall be in Gadsden County, Florida.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to GCSB: The School Board of Gadsden County, Florida, Quincy, Florida 32351

Contractors Full Name: Palazesim,LLC

Name of additional individual

Margot A. Palazesi-Dietrich

Address **936 Hill Roost Road**

City/State/Zip: **Tallahassee, Florida 32312**

or to such other persons or places as either party may from time to time designate by written notice to the other.

18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. A waiver of the insurance requirements (Insurance) does not relieve the Contractor of the provisions listed Indemnification.

19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement without the prior written consent of GCSB, which consent shall not be unreasonably withheld. Any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

21. FORCE MAJEURE

Either party shall be in default by reason of failure in performance, if such failures arise out of causes reasonably beyond its control, including but not limited to strikes, lockouts, war, epidemics, fire, embargoes, acts of God, default of common carriers, or inaction of governmental authorities.

22. SEVERABILITY

In the event any part of this Agreement is held to be unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof or the Agreement as a whole. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: The School Board of Gadsden County, Florida

PRINCIPAL/DEPARTMENT HEAD SIGNATURE:

BY CONTRACTOR: *Margot Palazesi*

EXHIBIT A

CONTRACTOR FEID NUMBER: **81-3158104**

INDIVIDUAL SOCIAL SECURITY NUMBER: **267-13-2438**

EXHIBIT B

Scope of services to be Provided

Instruction in the area of visual impairments and orientation and mobility for qualified students

Fee Schedule

Up to 10 hours a week at \$62.00/hour.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA
AGENDA ITEM NO. 8j

Date of School Board Meeting: June 25, 2019

AGENDA ITEM: FSU MULTIDISCIPLINARY SERVICES 2019-20 SCHOOL YEAR

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM:
(Type and Double Space)

The contractual agreement between FSU and Gadsden School District provides for evaluation, follow-up, and intervention services beyond what the district provides. The center agrees to evaluate referred students, provide follow-up services and interventions. The district will make the appropriate referrals, assist with transportation when necessary, and reimburse for copying when appropriate. Counseling services will be provided to students at Gadsden County High School one day a week, and additional schools as determined by the ESE Director.

FUND SOURCE: IDEA DOLLARS
AMOUNT: \$25,000.00 est.
PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 3 & 5

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper .

summary.for
revised 0591

Proof read by: Chinita Bascom

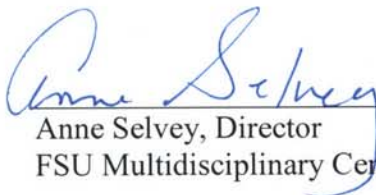
**AGREEMENT BETWEEN THE SCHOOL BOARD OF GADSDEN COUNTY,
FLORIDA AND THE FLORIDA STATE UNIVERSITY
MULTIDISCIPLINARY CENTER**

This agreement by and between the School Board of Gadsden County, hereinafter referred to as the District, and the Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of the FSU Multidisciplinary Center, hereinafter referred to as the Center, is for the purpose of securing counseling services.

1. The term of the agreement is July 1, 2019 through June 30, 2020.
2. The rate for service is \$400 per day, not to exceed \$25,000. Rates include direct service to students, consultation with school personnel and parents as needed, participation in meetings and staffings, cost of materials and supplies, and costs of travel.
3. The District shall pay the Center bi-monthly based upon the Center's invoices accompanied by logs of services.
4. The Center shall be responsible for the following:
 - Individual and group counseling for students identified by the Gadsden County School District, in schools mutually agreed upon, for the academic year 2019-2020.
 - Consultation with teachers and other school personnel in regard to students referred for counseling.
 - A treatment summary for each student served upon completion of service.
 - Licensed/certified supervision for the counselors.
5. The District shall be responsible for the following:
 - Obtain parental permission for each student referred for counseling.
 - Provide a regular meeting location that is relatively free of outside noise and distractions.
6. The District will have access to counseling records that are directly pertinent to this agreement, as allowed by law. The parties agree to coordinate the access to counseling records in accordance with law and regulation.
7. The Center agrees to maintain all records for a period of at least three years following termination of this agreement.
8. The Center agrees that it complies with applicable provisions of the Civil Rights Act and Section 504 Requirements governing agreements of this nature.

9. Any Center personnel who (a) are permitted access on school grounds when students are present, (b) have direct contact with students, or (c) have access to or control of school funds shall, prior to beginning work, shall meet Level II screening requirements of Sections 1012.32 & 435.04 of Florida Statutes. This may be satisfied by providing the District current Level II screening approval from another Florida School District.
10. Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party's respective tasks and duties that are the subject of the Agreement. This recognition by the parties is intended to be consistent with the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the Florida Supreme Court's decision in Florida Department of Natural Resources v. Garcia, 753 So.2d 72, 77-78(Fla. 2000), and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes. In the event of litigation each party agrees to be liable and responsible for its own legal costs, expenses and attorney fees.

The parties affix their signatures below to covenant to the terms above.



Anne Selvey, Director
FSU Multidisciplinary Center

5/9/19

Date



James J. Clark, Dean
College of Social Work

5/10/19

Date

Superintendent
Gadsden County Schools

Date



FLORIDA STATE UNIVERSITY

Multidisciplinary Evaluation and Consulting Center
2139 Maryland Circle, Suite 1200
Tallahassee, Florida • 32303-1001
850-644-2222 • 850-644-6591 (FAX) • <http://mdc.fsu.edu/>

COOPERATIVE SERVICE AGREEMENT BETWEEN THE FLORIDA STATE UNIVERSITY AND GADSDEN COUNTY SCHOOL DISTRICT

This Agreement between the Multidisciplinary Evaluation and Consulting Center of the Florida State University and the Gadsden County School District sets forth services to be provided to the District and the responsibilities of the University and the District for the purposes of the Agreement. The Multidisciplinary Evaluation and Consulting Center of the Florida State University will hereinafter be referred to as the “MDC” and the Gadsden County School District will hereinafter be referred to as the “District.”

The District will be provided an allocation of 200 service hours to be devoted to diagnostic and consultation services. Each full evaluation will utilize 20 service hours, each partial evaluation will utilize 10 service hours, and consultation services will be calculated at actual clock hours.

The District will identify children to be referred to the MDC. Referrals should be for children served by the District from pre-school through grade 12. These children may be Exceptional Student Education students whom the District identifies as not adequately evaluated through District evaluation procedures or students in regular classrooms who are experiencing severe learning and/or behavioral problems. The referral system existing in the District will be utilized by the MDC, or the MDC's referral forms may be used. Allocated service hours not utilized in the District may be made available to other participating Districts after February 1, 2020.

The MDC will be under the direction of Anne Selvey, Ph.D. and she will have responsibility for planning and implementation of the program with the MDC professional staff.

The MDC will not use or disclose any information concerning the recipient of services under this Agreement for any purpose except with written consent of the recipient's responsible parent or guardian as authorized by law, and the MDC agrees to comply with all applicable laws and regulations concerning confidentiality of student's records.

Any MDC personnel who (a) are permitted access on school grounds when students are present, (b) have direct contact with students, or (c) have access to or control of school funds shall, prior to beginning work, shall meet Level II screening requirements of Sections 1012.32 & 435.04 of Florida Statutes. This may be satisfied by providing the District current Level II screening approval from another Florida School District.

1. The MDC agrees to provide professional services in the following areas:
 - The MDC agrees to maintain a diagnostic clinic to provide evaluation services to identified children experiencing complex learning and/or behavioral problems and to recommend alternative teaching strategies and/or behavioral intervention techniques based on the diagnostic evaluations.
 - The MDC agrees to provide a written report of each multidisciplinary evaluation to the parent or legal guardian and to those staff members designated by the District for receipt of such reports, and to appropriate individuals or agencies requested, in writing, by the parent or legal guardian.
 - The MDC agrees to provide written and verbal recommendations for teachers and to parents.
 - The MDC agrees to provide inservice education for teachers in participating school districts, when specifically requested by the District.
 - The MDC agrees to participate in case conferences with school personnel at the student's school(s).

2. The District agrees to provide for Gadsden County students referred to the MDC the following:
 - The District will make school records for each referral available for perusal by MDC staff within the setting of the local school.
 - The District will provide, for each referral, copies of evaluation reports completed by District personnel or through District contacts with other agencies, at no charge to the MDC and with appropriate permission of the student's parent or legal guardian.
 - The District will provide transportation to and from the FSU campus for individual students referred to the MDC when the student's parents are unable to provide transportation.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8k

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEM: MOA Between Gadsden County School Board and Florida
Department of Health

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this agreement is to outline duties and responsibilities between the Gadsden County Health Department and the Gadsden County School Board during the 2019-2020 school year.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Caroline McKinnon

POSITION: District Assessment Coordinator/Health Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: _____

School Health Services
Memorandum of Agreement
Between
Gadsden County School Board
And
Florida Department of Health
Gadsden County Health Department
MOA# - 005 (2019– 2020)

The Gadsden County School Board (GCSB) envisions communities where children and youth lead positive, secure and happy young lives while developing the skills, knowledge and competencies necessary for fulfilling contributing adult lives. The GCSB is committed to a future where all children and youth live in families and communities that promote their positive development. The Gadsden County School District (GCS) agrees to collaborate with the State of Florida, Department of Health, Gadsden County Health Department (DOH-Gadsden) to deliver health care and health education programs that equip limited resource families and youth who are at risk for not meeting basic human needs, to lead positive, productive and contributing lives.

Each party Agrees to:

1. Promote a coordinated effort between GCS and DOH-Gadsden staff to achieve maximum health and academic success of students and staff.
2. Comply with relevant state and federal laws, rules, and regulations governing handling, storage, and access to student records to include the Health Insurance Portability Accountability Act, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), and the Family Educational Rights and Privacy Act, as well as all regulations promulgated thereunder (34 CFR Part 99).
3. Develop cooperative procedures for administering health care data collection, record keeping, and immunization compliance.
4. Jointly plan and provide training opportunities for DOH-Gadsden and GCS personnel.

Gadsden County Schools agree to:

1. Pay DOH-Gadsden \$100,100 annual to ensure that as many GCS school clinics will have health care staff assigned as possible. The timesheets that document the daily attendance of the employees of DOH-Gadsden in the schools must be signed by an authorized administrator of the respective schools in which the services are rendered. The documentation must accompany the quarterly invoices submitted to GCS. This amount shall be paid in four (4) quarterly installments of \$25,025. Please note that all invoices or notices sent to the GCS will require a minimum of seven (7) days and a maximum of fifteen (15) days to process once the invoice is received from DOH-Gadsden.
2. Provide DOH-Gadsden staff access to the district phone messaging service to relay Back-to-School information for students and their families concerning immunizations and school physical requirements and any health advisories that become necessary to protect the students and faculty. Provide phone support to school clinic staff located at onsite school clinics.
3. Provide daily janitorial and as requested maintenance services to each school clinic facility.
4. Provide and maintain building infrastructure wiring, data and phone cabling, and electrical connections for school clinics.
5. Provide data transport, troubleshooting, and network and port addressing to each school clinic, sufficient to support establishment and connectivity for an on-site firewall-created internal isolated zone. Secure tunneling will be used to establish connectivity for the isolated zone to the Florida Department of Health's (DOH) network over county circuits.
6. Maintain general liability insurance covering all onsite electronic equipment under circumstances of occupational injury, employee disloyalty, and general liability. A review and determination of fault is required before assumption of any liability and a certificate must be provided upon request. Where determination of fault is with DOH-Gadsden, DOH is self-insured to the limit required by Florida law, and a certificate of insurance shall be provided upon request.
7. Appoint a School Health Coordinator from the GCS to serve as a liaison with DOH-Gadsden. The Coordinator's duties should include but not be limited to coordination of service delivery, resolving billing issues, facilitating timely communication, and MOA monitoring.

8. Supply, provide, refresh, and maintain the following IT resources and services.
 - a) All software, hardware, licensing, and technology peripherals connected to DOH's internal zones which are used in the onsite school clinics, power and path cables needed to connect to the building infrastructure.
 - b) All network switches and firewalls supporting DOH's internal zone.
 - c) Current and up-to-date antivirus and intrusion detection software required to protect assets within the internal zone from exploits.
 - d) All troubleshooting, patching, maintenance, configuration, and desktop support (includes user access management) of internal zone equipment, including firewall and all connected hosts.

Florida Department of Health in Gadsden County Agrees to:

1. Provide Comprehensive Health Care (s. 381.0057, F.S.) at the schools listed d below: [These services include basic health services (s. 381.0056, F.S.) and student health management, interventions and classes to reduce risk-taking behaviors, violence and injury prevention and services to reduce and promote return to school after giving birth. Comprehensive school health services provide more in-depth health management through the increased use of registered nurses (RN) for assessments, intervention, case management, and improving access to health care through referrals to insurance programs and family physicians.]

- Chattahoochee Elementary
- Gadsden Elementary Magnet
- George W. Munroe Elementary
- Greensboro Elementary
- Havana Magnet School
- James A. Shanks Middle School
- Stewart Street Elementary
- West Gadsden Middle School

2. Provide Full Service Health Care (s. 402.3026, F.S.) at the schools listed below: [These services include all basic health services (s. 381.0056, F.S.) and the coordination of medical and specialized social services such as nutritional, economic and job placement services, parenting classes, counseling for abused children, mental health and substance counseling, and adult education for parents. This program focuses on underserved students in poor, high risk communities needing access to medical and social services, as identified through demographics. Full Service Schools provide the infrastructure that is necessary to coordinate and deliver services donated by community partners and participating agencies.]

- Gadsden County High School

3. Provide immunization services and cumulative review to all GCS schools.
4. DOH-Gadsden school health employees shall work from 7:30 a.m. to 4:00 p.m. on school days except for occasional mandatory training days.
5. Provide hearing, vision, scoliosis, and BMI (body mass index) screenings as appropriate to Kindergarten, 1st, 3rd, and 6th grade students only. All other student screenings will be on an as-needed basis.
6. Provide blood borne pathogen and medication in-service training for professional development.
7. Provide and maintain connectivity to a Virtual Private Network interface or secure FTP site for GCS to the Health Office system for weekly data upload, incorporating all reasonable associated costs.
8. Server hardware and software licensing for Health Office will be the responsibility of DOH-Gadsden. All access provided will be maintained securely over the GCS network.
9. Assist GCS in identifying health issues and statistics that may be used to support grants for health initiatives.
10. Provide the GCS Financial Office with quarterly invoices or written notice of agreed upon monetary funds with due date enclosed. The invoice or notice shall include documentation describing the services rendered. The invoice shall itemize the services in detail indicating DOH-Gadsden's expenditures that tie to the payments by GCSB. Attached documentation shall substantiate DOH- Gadsden's expenditures. DOH-Gadsden will invoice GCS on or approximately:
 - September 30, 2019
 - December 30, 2019
 - March 30, 2020
 - June 30, 2020
11. Retain all required financial documents for five (5) years after the district makes the final payment and all other pending matters are closed.

Gadsden County Schools and the Florida Department of Health in Gadsden County mutually agree that:

1. The parties hereto contemplate that term of this Agreement be for the period from July 1, 2019 through June 30, 2020. This Agreement shall be reviewed annually to determine its continuation and or need for modification as required by law. Any party wishing to terminate this contract prior to its expiration date shall

provide the other party with sixty (60) days written notice.

2. The parties hereto acknowledge and understand that they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Chairman
Gadsden County School Board

Date

ATTEST By: Roger P. Milton
Superintendent of Schools

Date

Adrian Cooksey-Wilson, Dr.PH, MPH
Administrator
Gadsden County Health Department

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8L

DATE OF SCHOOL BOARD MEETING: **June 25, 2019**

TITLE OF AGENDA ITEM: Kelly v. Gadsden County School Board

DIVISION:

PURPOSE AND SUMMARY OF ITEM: The purpose of this item is to get final approval of a settlement in the above-referenced matter.

Kelly fell ill at school on April 15, 2015. Approximately 60-90 minutes later, he was transported to the ER and diagnosed with rare neurological disorders. Kelly was hospitalized for months, and incurred medical bills over \$1 million. He has permanent injuries. Kelly claims the school delayed medical care, which aggravated his injuries. Two school employees testified they thought Kelly's injuries were life-threatening but did not call 911. Even a small portion of fault at trial would result in a six-figure judgment against the school. Additionally, this case requires extensive expert testimony and will be very expensive to litigate to trial.

The Superintendent recommends approval of this item.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8m

DATE OF SCHOOL BOARD MEETING: **June 25, 2019**

TITLE OF AGENDA ITEM: Alvarez v. Gadsden County School Board

DIVISION:

PURPOSE AND SUMMARY OF ITEM: The purpose of this item is to get final approval of a settlement in the above-referenced matter.

School bus crash from September 2014. The school bus driver ran a stop sign and collided with Alvarez. She injured her hand, neck, and back. The bus driver was cited for violating Alvarez's right-of-way. Liability is a guarantee in this case, and pre-trial settlement avoids a higher verdict and costs.

The Superintendent recommends approval of this item.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEM: Liquid Propane Gas-District Wide

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on their Bid #5388-2017 Liquid Propane Gas-District Wide for fiscal year 2019-2020. The price per gallon charged is on a weekly average price as reported at Mt. Belvieu, TX and as reported in the Wall Street Journal for the week of each delivery with a firm mark-up price of .2290. This is a request for School Board approval to extend the agreement for the 2019-2020 fiscal year with Suburban Propane for the purchase and delivery of liquid propane gas on a "keep full" service basis to West Gadsden Middle and Greensboro Elem.

FUND SOURCE: 110 and 410

AMOUNT: \$45,000.00 total with \$25,000. from 110 and \$20,000. from 410

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY: _____

Gadsden County School District – Liquid Propane Gas-District Wide

Services and Prices under Leon County Schools Bid #5388-2017 Liquid Propane Gas-District Wide

Sites	Tanks and Capacity
Greensboro Elem	Above Ground – three 1,000 gallon – kitchen and boilers Below Ground – one 1,000 gallon - boiler
West Gadsden Middle	Above Ground – three 1,000 gallon -kitchen and boilers Below Ground – one 1,000 gallon – science labs



DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY

Roger P. Milton
Superintendent

William B. Hunter
Director of Facilities

805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795

Email: hunterw@gcpsmail.com

"Putting Children First"

June 6, 2019


Ms. Debra Feinberg McNeely
Suburban Propane
4420 Woodville Highway
Tallahassee, FL 32305

Dear Ms. McNeely,

In preparation for the upcoming fiscal year, we are contacting you in reference to Leon County Schools Bid #5388-2017 Liquid Propane Gas. The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on this award through the 2019-2020 fiscal year. We would like to extend this agreement, pending Gadsden County School Board approval, through the 2019-2020 fiscal year providing the same service and cost as noted in the original agreement. Please review the specifications and terms of your original agreement, provide your response and return this letter to my office no later than Monday, June 10, 2019. This response can be provided by fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

I agree to extend our services at the same price and schedule as the original agreement (Leon County Schools Bid #5388-2017) starting July 1, 2019 through June 30, 2020.

I do not wish to extend this agreement for the 2019-2020 fiscal year.


Signature

6-6-19
Date

We anticipate extension requests being placed on the agenda for the June 25, 2019 School Board meeting. Please feel free to contact my office at (850) 627-9888 if you have any questions or concerns.

Sincerely,



William B. Hunter
Director of Facilities

WBH/aeo

Audrey Lewis
DISTRICT NO 1
HAVANA, FL 32333
MIDWAY, FL 32343

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

Leroy McMillan
DISTRICT NO 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32304

Charlie D. Frost
DISTRICT NO 4
GREYSA, FL 32331
QUINCY, FL 32352

Tyrone D. Smith
DISTRICT NO 5
QUINCY, FL 32351

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10b

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEM: Solid Waste and Cardboard Recycle Service Agreement

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to extend the agreement for the 2019-2020 fiscal year with WastePro for solid waste and recycle cardboard collection at referenced sites.

FUND SOURCE: 110

AMOUNT: \$128,779.08

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY: _____



June 13, 2019

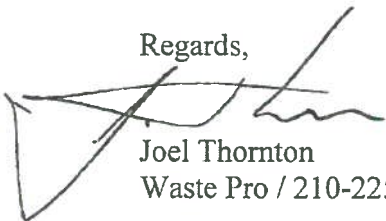
William Hunter
Director of Facilities
35 Martin Luther King, Jr. Blvd
Quincy, FL 32351

Dear Mr. Hunter;

1. The only VIP LEASE you have is Stewart Street. It is valid till February 23, 2022. The other VIPS can be dismissed at your will.
2. Therefore, I have changed George Munroe to an 8- yard serviced 5X = \$966.25 monthly.
3. I have made the adjustment to Gadsden Technical from a 6-yard 2X to a 4 yard 2X.
4. I have canceled the recycle account to Gadsden Technical that you did not have.
5. I have increased the Quincy Area 3 from a 2-yard 2X to a 4-yard 2X
6. We are going to remove the old VIP structure at Carter Parramore
7. We are going to remove the old VIP structure at Shanks and move the dumpster onto that slab.
8. We are going to remove the VIP at George Munroe.
9. We are going to move the 8 yard at George Munroe to that new area, and adjust the recycle dumpster accordingly.
10. You will receive a credit of \$60.57 times 12 = \$726.84 for the none recycle front load at WAREHOUSE.
11. You will receive a credit of the difference between a 6 yard and a 4 yard or \$79.58 times 12 = \$954.96 for the Gadsden Technical account.
12. Waste Pro will straighten up the 3 dumpsters at the Administration on the concrete slab.
13. A new 34 cubic yard or larger compactor would be approximately \$900 monthly lease.
14. Don't forget to try my anti fly device. Doesn't cost much. Check it out on You Tube.

We bill on the 20th so I would appreciate an approval asap so we can make the billing adjustments. Not much time.

Regards,



Joel Thornton
Waste Pro / 210-2255

		From July 1, 2019 to June 30, 2020												
		Addendum A												
		Bill Hunter, Amy O'Donnell and myself met on June 13 and conducted an audit of the School's garbage matters		New price July 1, 2019	Increase or decrease	Comments							Weekly Schedule	
		NEW PRICING BASED UPON THE CURRENT GADSDEN COUNTY FRANCHISE RATES. These rates are at the end of this spreadsheet												
		New expansion for price change in 2019												
1		East Gadsden High												
	Self contained compactor account #52473	The pull is \$250 per and on call. The disposal is \$72 per ton at the Quincy transfer station.												
	52473	Lease for new self contained compactor. This lease of \$295 is half what a normal similar lease would be. We have to charge this as this is a new compactor.		\$305.83										
	6752 #	Recycle OCC dumpster is in good condition.		\$100.00	\$17.90								X	
2		Havana Middle School												
	6764 #	There is (1) 6- yard and (1) 8 yard. Both are serviced 3 times a week. The 6 yard is \$450.48 monthly. The 8 yard is \$567.27 monthly.		\$1,040.16	\$7.77								X	X
	7813 #	Recycle OCC dumpster is in good condition.		\$100.00	\$17.90								X	X
3		Carter Parramore												
	6749	The VIP is not working. Since this municipal solid waste (msw) is "compacted" the disposal fees are doubled. Waste Pro pays disposal based upon weight. Our franchise rates are based upon loose garbage, not compacted garbage. A VIP has 3 to 1 compaction. A 6 yard VIP has the equivalent of 18 loose cubic yards of debris.												
	6748 #	Current VIP not working. Charging \$600.64. Recycle OCC dumpster is in good condition.		\$386.50	\$2.87								X	X
		St. John												
		The VIP works.												
	Free VIP account #6783	Currently the service is an 8 yard VIP serviced twice a week. We are not charging you a lease for this compactor as we usually do.												
	6781 #	Recycle OCC dumpster is in good condition.											X	
4		Stewart Street												
	6785 #	This site requires an 8 yard VIP serviced 3X. The current VIP total monthly price is \$1,150.88. 749 S. Stewart St., Quincy		\$1,826.22	\$99.75								X	X
	6785	The 8 yard VIP lease is		\$202.16	\$7.16									
	6784 #	Recycle OCC dumpster is in good condition.		\$100.00	\$17.90								X	
	5	Warehouse												
	6779 #	This is a 6 yard serviced 2X.		\$306.94	-\$4.31								X	X
6		James Shanks												
	Free VIP account # 6766	The VIP is working. We are not charging you a lease for this VIP as we usually do. Capacity is 3X. An 8 yard VIP 1X is \$75.43. 1.8. 2X is \$1,150.89. 3X is \$1,726.47, 4X is \$2,301.72, 5X is \$2,877.15												
	6766	Current service is a 8 yard VIP serviced 5X a week for \$1,960.32		\$966.25	-\$994.08								X	X
	7	Recycle OCC dumpster is in good condition.		\$100.00	\$14.80								X	X
7		West Gadsden												
	6791 #	Currently service level is (1) 8-yard serviced three times a week. 200 Providence Road, Quincy.		\$579.75	-\$8.35								X	X
	7808 #	Recycle OCC dumpster is in good condition.		\$100.00	\$17.90								X	X
8		Gretna Elementary												
	6760 #	Current service level is one 8-yard serviced twice a week.											X	X
	6760	Recycle OCC dumpster is in good condition.											X	X
9		Greensboro Elementary												
	6759 #	Current service level is one 8-yard serviced twice a week.		\$383.62	-\$8.44								X	X
	6759 #	Recycle OCC dumpster is in good condition.		\$100.00	\$16.10								X	X
10		George Munroe												
	Free New VIP account # 6758	The new VIP is in place. We are currently charging you no lease on this new machine as we usually do. 1830 West King Street, Quincy												
	6757 #	Currently the service is an 8 yard VIP serviced three times a week \$1,134.54.		\$966.25	-\$859.97								X	X
	11	Recycle OCC dumpster is in good condition.		\$100.00	\$17.90								X	X
11		Gadsden Technical												
	6755 #	Current service level is one 6-yard serviced twice a week.		\$227.36	-\$79.58								X	X
	6755 #	Recycle OCC dumpster is in good condition.		\$100.00	\$16.10								X	X
12		Administration												
	6884#	Current service level is two 6-yards serviced twice a week.		\$613.88	-\$8.82								X	X
	6884 #	We need to replace the OCC dumpster. Service level is 1X.		\$100.00	\$16.10								X	X
13		Gadsden Ed Magnet												
	6754	Need lids. Remove the bar.												
	6754	Current service level is one 8-yard serviced twice a week.		\$386.50	-\$5.60								X	X
	6754	Fix the recycle lid. Recycling OCC service level is 1X.		\$100.00	\$16.10								X	X
14		Bus Garage												
	6746 #	Current service level is one 6 yard serviced once a week.		\$153.47	\$1.15								X	X



Amy O'Donnell <odonnella@gcpsmail.com>

Fwd: The results of an audit with Bill Hunter and Amy O'Donnell on June 13. with Waste Pro

William Hunter <hunterw@gcpsmail.com>
To: Amy O'Donnell <odonnella@gcpsmail.com>

Mon, Jun 17, 2019 at 7:25 AM

*Thank you
Bill Hunter
Director of Facilities
Gadsden County Schools
O: (850) 627-9888
C: (850) 508-8924
hunterw@gcpsmail.com*

----- Forwarded message -----

From: Joel Thornton <thornjo@yahoo.com>
Date: Thu, Jun 13, 2019 at 5:18 PM
Subject: The results of an audit with Bill Hunter and Amy O'Donnell on June 13. with Waste Pro
To: William Hunter <hunterw@gcpsmail.com>




Dear Bill;

Attached is my report to you on what we can do. I need to make the billing changes by June 20 or we will have a bit of a mess on our hands. So please review and return to me. Hopefully, you will approve and I can process.

Please confirm via return email that you received this email.

Joel Thornton
Waste Pro
210-2255

3 attachments

-  **Bill Hunter LETTERHEAD June 13, 2019.pdf**
346K
-  **Gadsden County MAIN MAIN 2019.xls**
55K
-  **Stewart Street Elementary SIGNED contract for VIP.pdf**
720K



"Putting Children First"

DEPARTMENT OF FACILITIES

THE SCHOOL BOARD OF GADSDEN COUNTY

Roger P. Milton
Superintendent

William B. Hunter
Director of Facilities

805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795

Email: hunterw@gcpsmail.com

June 17, 2019

Mr. Joel Thornton
Waste Pro
264 Commerce Lane
Midway, FL 32343

Dear Mr. Thornton,

The Facilities Department is in receipt of your email on 6-13-19 that includes the attached spreadsheet and letter regarding services and rates for solid waste and cardboard recycle collection.

We would like to extend this agreement, pending School Board approval, through the 2019-2020 fiscal year providing the service and cost as noted. This request is scheduled to be on the agenda for the June 25, 2019 School Board meeting. Please feel free to contact my office at (850) 627-9888 if you have any questions or concerns.

Sincerely,

William B. Hunter
Director of Facilities

WBH/aeo

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10c

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEM: Pest Control Services-District Wide

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on their Bid #5453-2018 Pest Control Services-District Wide for fiscal year 2019-2020. This is a request for School Board approval to extend the agreement for the 2019-2020 fiscal year with Florida Pest Control for pest control services at referenced sites - see attached list.

FUND SOURCE: 110

AMOUNT: \$15,084.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY: _____

Gadsden County School District - Pest Control Services-District Wide

Services and Prices under Leon County Schools Bid #5453-2018 Pest Control Services-District Wide

Food Services Locations including kitchen and dining areas AND Culinary Arts Food Laboratories – Below sites are serviced twice per month	School and Administration Sites – Below sites are serviced once per month
Carter Parramore Academy	Carter Parramore Academy, Bold Step Infant Care and Gadsden Central Academy
Chattahoochee Elem	Chattahoochee Elem
Gadsden County High-Cafeteria	Gadsden County High
Gadsden County High-Culinary Arts	Gadsden Elem Magnet, HeadStart/PreK and PAEC
George Munroe Elem	Gadsden Technical Institute
Greensboro Elem	George Munroe Elem
Havana Magnet	Greensboro Elem
Shanks Middle	Havana Magnet
Stewart Street Elem	Shanks Middle
West Gadsden Middle	Stewart Street Elem
Warehouse	West Gadsden Middle
Gadsden Elem Magnet	Walker Administration Building
Midway HeadStart/PreK	Facilities Department
Quincy Area 3s	Transportation Department
	Warehouse
	Quincy Area 3s
	Midway Head Start/PreK
	Family Information Resource Center, Professional Learning, Instructional Learning Portable, Diagnostic Center and Portable



DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY

Roger P. Milton
Superintendent

William B. Hunter
Director of Facilities

805 South Stewart Street
Quincy, Florida 32351
Main: (850) 627-9888
Fax: (850) 875-8795

Email: hunterw@gcpsmail.com

Putting Children First

June 6, 2019

Mr. JPaul Deutschmann
Florida Pest Control
4970 Capital Circle NW
Tallahassee, FL 32303

Dear Mr. Deutschmann,

In preparation for the upcoming fiscal year, we are contacting you in reference to Leon County Schools Bid #5453-2018 Pest Control Services-District Wide. The Gadsden County School District has received approval from Leon County Schools to continue to piggyback on this award through the 2019-2020 fiscal year. We would like to extend this agreement, pending Gadsden County School Board approval, through the 2019-2020 fiscal year providing the same service and cost as noted in the original agreement. Please review the specifications and terms of your original agreement, provide your response and return this letter to my office no later than Monday, June 10, 2019. This response can be provided by fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

I agree to extend our services at the same price and schedule as the original agreement (Leon County Schools Bid #5453-2018) starting July 1, 2019 through June 30, 2020.

I do not wish to extend this agreement for the 2019-2020 fiscal year.

Handwritten signature of William B. Hunter

Signature

Handwritten date 6/6/19

Date

We anticipate extension requests being placed on the agenda for the June 25, 2019 School Board meeting. Please feel free to contact my office at (850) 627-9888 if you have any questions or concerns.

Sincerely,

Handwritten signature of William B. Hunter

William B. Hunter
Director of Facilities

WBH/aeo

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10d

DATE OF SCHOOL BOARD MEETING: June 25, 2019

TITLE OF AGENDA ITEM: Pest and Weed Control Services for Athletic Fields-District Wide

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: The request is for School Board approval to utilize Professional Pest Management, Inc.(approval from Leon County Schools to piggyback Bid #5560-2020 Pest and Weed Control Services for Athletic Fields-District Wide for fiscal year 2019-2020). These services would be utilized for the practice football, football, baseball and softball fields at Gadsden County High and West Gadsden Middle.

FUND SOURCE: 110

AMOUNT: \$17,718.98

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY: _____



Amy O'Donnell <odonnella@gcpsmail.com>

Re: request to utilize services

James Evans <jimmyppmst@gmail.com>

Tue, Jun 11, 2019 at 11:43 AM

To: Amy O'Donnell <odonnella@gcpsmail.com>

Cc: William Hunter <hunterw@gcpsmail.com>, Angela Roberts <robertsa@gcpsmail.com>

I am ok with gadsen piggy backing off of Leon county bid.

Jimmy Evans

Sent from my iPhone

On Jun 11, 2019, at 10:08 AM, Amy O'Donnell <odonnella@gcpsmail.com> wrote:

The Gadsden County School District has received approval from Leon County Schools to piggyback on your recent award for Bid #5560-2020. Attached is the applicable bid package, award recommendation from Leon County Schools and proposals for Gadsden County High and West Gadsden Middle. Also attached is a letter from the Gadsden County School District requesting services and costs through fiscal year 2019-2020 under this award. Please respond back by email if you are interested. Additionally, note your selection on this letter and email the letter back

Thanks

Amy

--

Amy O'Donnell

Department of Facilities
Gadsden County School District
805 South Stewart Street
Quincy, FL 32351
Phone (850) 627-9888
Fax (850) 875-8795
Email: odonnella@gcpsmail.com

<PPM 19-20 letter.pdf>

<BID55602020PestandWeed.pdf>

<Recommendation and Bid Tab.pdf>

<Gadsen East 2019.xlsx>

<Gadsen West 2019.xlsx>



PROPOSAL SUBMITTED TO:	Proposal Date:	6/6/2019
Gadsen County Schools ATT: Bill Hunter, Facilities 35 Martin Luther King Jr. Blvd. Quincey, Fl 32351	PROPOSED SERVICE LOCATION: West Gadsen High	
	Football Field = 2.5	
	Baseball Field = 2.7	
	Softball Field = 1.25	
	Practice Field = 2	

Sports Turf Proposal for 2019

Season / Month	DESCRIPTION OF APPLICATION:	Acreage:	Cost/Acre:	Total:
Spring Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.	8.45	\$183	\$1,544.07
Insecticide - FA/MC	Insecticide using Topchoice for 1 year control on Fire Ants & 4 Monts Mole Crickets.	8.45	\$325	\$2,746.25
Postemergence #1	Postemergence herbicide application for sedge control.	8.45	\$179	\$1,512.55
Postemergence #2	Postemergence herbicide application for sedge control.	8.45	\$179	\$1,512.55
Fall Pre/Post March	Pre/Postemergent for Broadleaf and Grassy Weed control.	8.45	\$183	\$1,544.07
Bid Reference	We agree to allow you to piggyback on our bid agreement with Leon County Schools Bid #5262-2014 Pest and Weed Control Services for Athletic Fields District Wide.			
Scouting	Fields will be scouted periodically for potential problems such as Sod Web or Army worms. This is a per acre rate for treatment.	0	\$145	

*Contact me if you have any questions or concerns regarding this information. After your review please sign below and return a copy to me by email or fax. Thank you for your valued business.

Total: \$8,859.49

Best Regards,

Jimmy Evans, President

Yes, We agree to the above proposal.

Customer

Signature/Title _____

Date _____

1. Bid #5560-2020 Pest and Weed Control Services for Athletic Fields-District Wide with Professional Pest Management, Inc.
2. Bid #5453-2018 Pest Control Services-District Wide with Florida Pest Control
3. Bid #5388-2017 Liquid Propane Gas with Suburban Propane

We welcome the opportunity to utilize these services. Please let me know if any or all of these are acceptable and we will then contact the vendor(s).

Thanks

Amy

--

Amy O'Donnell

Department of Facilities

Gadsden County School District

805 South Stewart Street

Quincy, FL 32351

Phone (850) 627-9888

Fax (850) 875-8795

Email: odonnella@gcpsmail.com

***SUNSHINE LAW AND PUBLIC RECORDS CAUTION:** Florida has a very broad Public Records Law. Virtually all written communications to or from School Board of Leon County, Florida Personnel are public records available to the public and media upon request. E-mail sent or received on the LCSB system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law. Individual student records are deemed confidential.



INVITATION TO BID
Leon County School Board
Purchasing Department

Release Date: March 14, 2019
ITB No.: 5560-2020
ITB Title: Pest & Weed Control Services for Athletic Fields Districtwide
Contact: Taneka Forbes / forbest@leonschools.net
Phone: 850-488-1206

The Leon County School Board ("School Board") solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. This sealed bid must be submitted to The Leon County School Board, Purchasing Department, 3397 W. Tharpe St, Tallahassee, Florida 32303, no later than **2:00 P.M.** local time on **April 18, 2019** and plainly marked ITB No. **5560-2020**. Bids are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST - For each item below, insert bidder Authorized Agent initials verifying that forms are accurately completed, signed by an officer of the business and returned with the bid. **Failure to provide all requested documents may result in your proposal being declared non-responsive.**

- | | |
|---|---|
| <input type="checkbox"/> ITB – Bidder Acknowledgement Form | <input type="checkbox"/> Customer Reference (Exhibit D) |
| <input type="checkbox"/> Dispute Contact – pg. 6, item 22 | <input type="checkbox"/> Vendor Questionnaire (Exhibit E) |
| <input type="checkbox"/> Bid Proposal Form – pg. 16 - 19 | <input type="checkbox"/> Drug Free Workplace Certification (Exhibit F) |
| <input type="checkbox"/> Certification & Licensure – pg. 11, item C | <input type="checkbox"/> Certification Regarding Debarment (Exhibit G) |
| <input type="checkbox"/> Conflict of Interest Certificate (Exhibit A) | <input type="checkbox"/> Sworn Statement / Jessica Lunsford Act (Exhibit H) |
| <input type="checkbox"/> Application for Vendor Status (Exhibit B) | <input type="checkbox"/> Affidavit For Claiming Local Purchasing Preference (Exhibit I) |
| <input type="checkbox"/> Request for Taxpayer ID Number & Certification (Exhibit C) | |

THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

_____ Authorized Representative's Name/Title		_____ Authorized Representative's Signature		_____ Date	
_____ Company's Name		_____ Telephone Number		_____ FAX Number	
_____ Address		_____ City		_____ State	
				_____ Zip Code	
_____ Area Representative		_____ Telephone Number		_____ FAX Number	
_____ Federal Employer's Identification Number (FEIN)		_____ Email			

Signature of Authorized Officer/Agent: _____ Typed or Printed Name _____
(Bid must be signed by an officer or employee having authority to legally bind the bidder)

I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

By signing and submitting this proposal, I certify that I am authorized to sign this bid for this vendor and further certify unconditional acceptance of the contents of this ITB, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A "NO RESPONSE" FOR THE REASON(S) CHECKED BELOW

- | | | |
|--|--|--|
| <input type="checkbox"/> Remove our name from this bid list only | <input type="checkbox"/> Insufficient time to respond to the ITB | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Keep our company on bid list for future bids | <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Product schedule would not permit us to perform |
| <input type="checkbox"/> We do not offer the product or service requested. | | |
| <input type="checkbox"/> Other _____ | | |

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Vendor Questionnaire	EXHIBIT E
Drug Free Workplace Certification	EXHIBIT F
Certification Regarding Debarment	EXHIBIT G
Sworn Statement / Jessica Lunsford Act	EXHIBIT H
Affidavit For Claiming Local Purchasing Preference	EXHIBIT I
Indemnification and Insurance Requirements	EXHIBIT J

BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The School Board Purchasing office is open from 8:00 a.m. - 5:00 p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.

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

Sealed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN
Bid Title: Pest & Weed Control Services for Athletic Fields Districtwide	
Bid No.: 5560-2020	
Bids Due: April 18, 2019 @ 2:00 P.M.	
From: _____	
Address: _____ _____	
Deliver To: Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303	
Sealed Bid – DO NOT OPEN	Sealed Bid – DO NOT OPEN

I. GENERAL TERMS AND CONDITIONS

1. INTRODUCTION. The purpose and intent of this Invitation to Bid is to identify qualified vendors and secure firm pricing for pest, weed and insect control services for the athletic and practice fields of the Leon County School District (the District).

2. SCHOOL BOARD CONTACT: All questions for additional information regarding this ITB must be directed to the designated Purchasing Agent noted on the title page.

All contact and requests for clarifications should be submitted via e-mail to: forbest@leonschools.net no later than **April 4, 2019**. Responses will be distributed no later than **April 9, 2019**.

Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid

3. DEFINITIONS: The term "Bidder" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "School Board" refers to the School Board of Leon County, Florida.

4. BIDDER'S RESPONSIBILITY: It is the responsibility of the bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. ITB package and addenda as well as general information can be found at www.leonschools.net/Page/4411.

Before submitting their Bid, each bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this ITB.

5. AWARD: In the event of contract award, this contract shall be awarded all or none to the responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the District, taking into consideration price, product quality and other requirements as set forth in this ITB. Bidders are cautioned to make no assumptions unless their offer has been evaluated as being acceptable, at the sole discretion of the District. Any or all award(s) made as a result of this ITB shall conform to applicable School Board Rules, State Board Rules and State of Florida Statutes.

Once bids are evaluated, the Purchasing Department will post a Notice of Intent to Award by electronic posting at www.leonschools.net/Page/4411 on or about **May 20, 2019** for a period of 72 hours or three business days, whichever is later. Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **May 28, 2019** meeting.

6. ORIGINAL AND RENEWAL TERM: The initial term of this contract will be after School Board approval, on or about **July 1, 2019 through June 30, 2021** and may, by mutual agreement between the School Board of Leon County, Florida and the awardee, upon final School Board approval, be extended for three (3) additional one (1) year periods, and, if needed, ninety (90) days beyond the expiration date of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agree to this condition by signing its bid.

7. RESERVATION FOR REJECTION OR AWARD: The School Board reserves the right to reject any or all bids, to waive irregularities or

technicalities, and to request rebids. The School Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the School Board.

8. CONTRACT: The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this ITB. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the School Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

9. FIRM OFFER: Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the School Board the services/products set forth in this ITB. Such offer shall be held open for a period of sixty (60) days from ITB opening date or until one of the bids has been awarded by the School Board.

10. CONFIDENTIALITY: Bidders shall be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.

11. PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all bidders in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the School Board prior to the School Board's release of such information into the public domain

AUDITS, RECORDS, AND RECORDS RETENTION: REQUIRED PUBLIC RECORDS ACKNOWLEDGEMENT

To the extent Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract, Contractor will specifically:

- A. Keep and maintain public records required by LCSB to perform the service.
- B. Upon request from LCSB's custodian of public records, provide LCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to LCSB.
- D. Upon completion of the Agreement, transfer, at no cost to LCSB, all public records in possession of the Contractor or keep and maintain public records required by LCSB to perform the service. If Contractor transfers all public records to LCSB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement,

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LCSB, upon request of LCSB's custodian of public records, in a format that is compatible with the information technology systems of LCSB.

- E. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to LCSB.

PUBLIC RECORDS NOTICE

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT JERNIGANJ@LEONSCHOOLS.NET, (850)487-7177, 520 SOUTH APPELYARD DRIVE, TALLAHASSEE, FLORIDA 32304.

12. USE OF OTHER CONTRACTS: The School Board reserve the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other City or County governmental agencies, any other School Board, any other Community College/State University system, any cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

13. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT: All bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

The purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

14. BID PREPARATION COSTS: Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this ITB.

15. BID BONDS AND PERFORMANCE BONDS: Bid bonds, when required shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidders. After Acceptance of a bid, the School Board will notify the successful bidder to

submit a recorded payment and performance bond in the amount specified in the detailed specifications.

16. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder's Acknowledgement Form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The School Board is not responsible for lost or late delivery of Bids by the U.S. Postal Service or other delivery services used by the Bidder.

17. CLARIFICATIONS AND INTERPRETATIONS: The School Board reserves the right to allow for clarification of questionable entries, and for the bidder to withdraw items with obvious mistakes. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the ITB Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be made available at least five workdays prior to the opening date at <http://www.leonschools.net/Domain/195>. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

18. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, availability and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1.) administrative costs incurred by the School Board in association with the discharge of any subsequent award; (2.) alternative payment terms; (3.) Bidder's past performance. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School Board has sole discretion in determining testing and evaluation methods.

19. DEFAULT: In the event that the awarded bidder should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.

20. FUNDING OUT/CANCELATION OR TERMINATION WITH OR WITHOUT CAUSE:

- A. **WITH CAUSE:** In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board or its designee for immediate cancellation. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.
- B. **WITHOUT CAUSE:** The School Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be

terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said Contract. The School Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

- C. **FUNDING OUT:** Florida School Laws prohibit the School Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The School Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. School Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Leon County, Florida of all further obligations in any way related to such equipment covered herein".

21. TIE BID: According to FS 287.087, tie bid preference shall be awarded to Bidders with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both Bidders have a Drug Free Work Place, preference shall be awarded in the following order: Local Vendors as specified in School Board Policy 6450, SBE certified as specified in School Board Policy 6325. If both Bidders meet all requirements, according to standard purchasing practice, the Director of Purchasing will flip a coin to break the tie. Bidder's company name closest to the letter "A" will always be assigned heads in the coin toss.

22. DISPUTE: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties. In the event a dispute occurs, or a clarification of contract terms becomes necessary, *please indicate your company representative for arbitration proceedings.*

Representative's Name: _____

Telephone Number: _____

Our School Board Representatives will be:

*Mrs. Opal McKinney-Williams
Ausley & McMullen
(850) 224-9115*

23. PROTESTING BID SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this Bid or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the Bid or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays or days during which the School Board administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next

calendar day that is not a Saturday, Sunday, legal holiday, or day during which the School Board administration is closed.

Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes and School Board Policy 6326. Failure to follow any other requirements in the bid protest procedures established by the School Board of Leon County, Florida shall constitute a waiver of all protest rights.

24. PROTESTS TO CONTRACT AWARD: The School Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website at www.leonschools.net/Domain/195. Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this ITB, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the School Board administration is closed shall be excluded in the computation of the 72-hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the School Board administration is closed. Section 120.57(3) (b), Florida Statutes, states that "the formal written protest shall state with particularity the facts and law upon which the protest is based."

Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6326. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding. Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.

25. GOVERNING LAW AND VENUE: All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the state of Florida. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

26. COMPLIANCE WITH STATE/FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The bidder certifies by signing the bid that the bidder and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the Director of Purchasing, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board makes final payment.

For all contracts involving Federal funds in excess of \$10,000, the School Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the Bidder.

27. COMPLIANCE WITH SCHOOL CODE: Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the School Board.

28. NONDISCRIMINATION NOTIFICATION AND CONTACT INFORMATION: No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color, pregnancy or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving federal financial assistance, except as provided by law." No person shall deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code as a patriotic society.

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Dr. Kathleen L. Rodgers
Equity Coordinator and Title IX Compliance Officer
Leon County School District
2757 West Pensacola Street
Tallahassee, Florida 32304
(850) 487-7306 / rodgersk@leonschools.net

Deana McAllister, Labor and Relations
Equity Coordinator (Employees)
(850) 487-7207
mcallisterd@leonschools.net

A student or parent alleging discrimination as it relates to Section 504 of the Rehabilitation Act may contact:

Karin Gerold, 504 Specialist
(850) 487-7160
geroldk@leonschools.net

29. SBDO PROGRAM: The School Board established the Small Business Development Office to support innovative race and gender neutral strategies to promote qualified small business participation as specified in School Board Policy 6325.

30. LOCAL PREFERENCE: This ITB is subject to the local preference provisions as specified in School Board Policy 6450.

31. FLORIDA PREFERENCE: This ITB is subject to §287.084 Florida Statutes, which requires, among other things, the following: "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." Any bidder, regardless

of whether its principal place of business is located inside or outside of this state, who submits any written bid, proposal or reply documents is responsible for understanding and complying with the requirements of §287.084 Florida Statutes.

32. CHARTER SCHOOLS: Items or services awarded under this contract shall be made available to Charter Schools approved by the School Board. The School Board is not responsible or liable for purchases that may be made by Charter Schools.

II. LICENSURE, INSURANCE AND LIABILITY

1. OCCUPATIONAL LICENSE: The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

2. WORKER'S COMPENSATION: Bidders shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.

3. LIABILITY: Where bidders are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a bid award, the bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions.

4. INSURANCE AND INDEMNIFICATION: This General Condition is **NOT** subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless bidder is entitled to sovereign immunity by action of the Florida Legislature. Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

5. RISK OF LOSS: The bidder assumes the following risks: (1.) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2.) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3.) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the School Board, until such property has been delivered to the School Board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to bidder until redelivery thereof to the School Board.

6. PUBLIC ENTITY CRIMES: Pursuant to Florida Statute 287.133 a Bidder, person, or affiliate who has been placed on the convicted Vendors list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. PATENTS AND COPYRIGHTS: Bidders agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

8. AUDITS, RECORDS, AND RECORDS RETENTION: The School Board or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the School Board's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the School Board and the Bidder.

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the School Board under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. Upon completion or termination of the contract and at the request of the School Board, the Contractor will cooperate with the School Board to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the School Board.
- E. Persons duly authorized by the School Board and Federal auditors, pursuant to Title 45, Code of Federal Regulations, Part 92.36 (l) (10), and Title 34, Section 80.36(i), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

III. GOODS AND SERVICES

1. WARRANTY: All goods and services furnished by the bidder, relating to and pursuant to this ITB will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

2. PRICING: All pricing submitted will include all packaging, handling, shipping charges and delivery to any point within Leon County, Florida to

a secure area or inside delivery. **The School Board is exempt and does not pay Federal Excise and State of Florida sales taxes.**

3. PRICE ESCALATION: In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the School Board reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the School Board.

The School Board may consider pricing increases of the bid item(s) if the following conditions occur:

- A. There is a verifiable price increase of the bid item(s) to the contract supplier.
- B. The contractor submits to the School Board, in writing, notification of price increases.
- C. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
- D. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the School Board to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The School Board reserves the right to deny any requests for price increases. The contractor must receive written notification from the Director of Purchasing that the School Board is in acceptance of the new prices before processing any orders with the new costs.

4. QUANTITIES: Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this bid. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

5. MOST FAVORED CUSTOMER STATUS: The awarded bidder shall afford the School Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract, or other viable piggyback contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the state of Florida or alternate piggyback contract.

6. TERMS OF PAYMENT / INVOICING: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and contractor's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

7. PURCHASING CARDS: The School Board may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The bidder, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of

the contract, if already awarded. No third party payment, i.e. Pay pal will be considered.

8. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School Board upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School Board will not accept collect freight charges. (3) No premium carriers will be used for the School Board's account without prior written consent of the Director of Purchasing.

IV. BIDDER REQUIREMENTS

1. REFERENCES: Each Bidder is required to submit a list of three (3) customer references using the format on the attached "Customer Reference Form" Exhibit D. The Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last year at commercial, multi-residential developments and/or institutional complexes for contracts of comparable size. Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to provide verifiable references may result in the bidder not being considered for award. Unsatisfactory references may result in the bidder not being considered for award.

2. LEVEL 2 SCREENING REQUIREMENTS: The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

Finger Printing and Background Check:

The bidder/contractor agrees to comply with all requirements of School Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the Bidder/contractor providing any/all services as required herein. The Bidder/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to Bidder/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The Bidder/contractor will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

Where: Leon County School Board –Safety & Security Department
2757 W. Pensacola St.
Tallahassee, Florida 32304

When: Monday-Friday
8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler @ 850-487-7293

LCSB Policy 8475 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

3. RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES: If contractor has a Level II clearance registered with another Florida School Board, they may be able to obtain a Leon County School Board vendor I.D. badge.

Bid 5560-2020 Pest & Weed Control Svs. for Athletic Fields DW

Contractor should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.

4. IDENTIFICATION: All personnel employed by the bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.

5. CONTACT WITH STUDENTS: No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

6. WEAPONS AND FIREARMS: The School Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on School Board property and any setting that is under the control and supervision of the School Board as specified in School Board Policy 7217. Violations will be subject to the immediate termination of the contract.

7. SMOKING AND TOBACCO PRODUCTS: Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.

8. ATTIRE: Proper attire shall be worn at all times.

- A. Shirts shall be worn awhile on school property at all times. (No tank tops or undershirts will be permitted).
- B. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
- C. Proper shoes to insure the individual's safety shall be worn at all times.

9. INSPECTIONS AND TESTING: The School Board will have the right to inspect and test any of the goods or services covered by this ITB. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, goods will be held for disposal at the bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the bidder from full responsibility for furnishing goods or services conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or service. All deficiencies noted by the School Board will be submitted to the contractor for correction within ten (10) calendar days after submission of deficiencies to the contractor. An additional inspection of the goods or service may be conducted to insure corrective action was taken.

10. STOP WORK ORDER: The School Board may at any time, by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.

- A. Materials or work are not in conformance with applicable codes, standards, School Board specifications and/or accepted practices.

- B. The contractor's activities result in damage to School board property.
- C. The contractor's activities interfere with the normal operation of the facility.
- D. Contractor's personnel are not properly licensed to perform the work or as it pertains to school facilities, the contractor's personnel have not received their Level II background clearances.
- E. Any other condition, situation, or circumstance, which in the opinion of the School Board Authorized Representative would be a detriment to the best interests of the School Board if allowed to persist.

11. SAFETY: The bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- A. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- B. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- C. The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- D. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- E. All debris shall be removed to an environmentally approved landfill or recycling center.

12. EMERGENCIES: In any emergency affecting the safety of persons and property, the awarded contractor shall act immediately to prevent threatened damage, injury or loss. Any emergency must be reported to an authorized School Board representative immediately and no later than twenty-four (24) hours from the time that the emergency is discovered by the contractor

13. DAMAGE TO SCHOOL BOARD OWNED PROPERTY: Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the School Board within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized School Board representative, may make repairs that are deemed within its capability. The School Board reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the School Board's operations. Costs of any replacement or repairs made by the School Board for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. This shall not prevent the School Board from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor. When requested, Bidder shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to The School Board's facilities or personal property therein.

14. SUBCONTRACTING: The awarded contractor(s) shall be the primary service provider(s) and shall perform all requested inspections and repairs. Subcontracting for these base services is not allowed.

- A. The School Board, for work where the contractor(s) are requested to perform additional services, may allow subcontracting.

- B. Any work or service to be performed by a subcontractor must have the prior approval of the School Board. The School Board reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of bid prices. The contractor shall inform the School Board Authorized Representative prior to scheduling any subcontractor's visit to any School Board facility.
- C. Failure by the contractor to have a subcontractor approved by the School Board will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
- D. The contractor(s) shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The School Board shall not be responsible for resolution of disputes between the Bidder and any subcontractor.
- E. The personnel of all subcontractors shall meet all of the requirements as stated herein to include, but not limited to LCSB Policy 2.021 and the Jessica Lunsford Act.

15. ON-CAMPUS DIRECTIVES

- A. Upon arrival and departure onto any School Board school campus, the contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- B. Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
- C. All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by The School Board.
- D. The contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the contractor.
- E. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by contractor to condition at least equal to that existing at the time of contractor's commencement of any project.
- F. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

16. BIDDER ACCESSIBILITY: The successful bidder shall provide a liable and responsible representative to be accessible by a Leon County toll free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for bidder notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays.

17. CONTACT PERSON: The successful Bidder shall be notified of the name and phone number of the School Board contact person. Only the School Board contact person may authorize changes to the scope of work.

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V. INSTRUCTION TO BIDDERS AND SCOPE OF WORK

- A. GENERAL:** These specifications shall be construed as the minimum acceptable standards for the pest and weed control services of the athletic and practice fields of the Leon County School District.

- B. CONTRACTOR'S RESPONSIBILITY:** The awarded contractor shall furnish at their own expense all supervisors, equipment, machinery, tools, materials, labor and transportation as necessary to fully accomplish pest and weed control services as specified herein. The District will provide water and electric from the point of closest hookup as required. **No water hoses or electrical cables will be provided.**

- C. CONTRACTOR QUALIFICATIONS:** All bidders must submit the following with their bid.
 - 1. Copies of current licenses:** To include Leon County Occupational License, State of Florida Department of Health and Rehabilitative Services Pest Control License or Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control and "Certified Operators" valid pest control operators certificate issued by the State of Florida, HRS or Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control.

 - 2. Experience Requirements:** Proof of having seven (7) years experience in treating target pests on sports/athletic fields of similar size and nature. The contractor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement pest control services.

 - 3. References:** Each bidder is required to submit a list of three (3) references using the format on the attached "Vendor Reference Form", Exhibit D. Bidder must be the prime contractor for each customer/contract referenced. **All references shall be for work performed over the last year in ornamentals and turf and treating target pests in sports turf.** References should exemplify experience in practicing the integrative approach to pest management (IPM). Newly formed companies, corporations, joint ventures; etc. may use an incorporator as a referenced entity. At least one contract/customer shall have been serviced for a minimum of one year. Failure to do so will result in the bidder not being considered for award. Unsatisfactory references may result in the bidder not being considered for award.

Each bidder shall submit with their bid copies of certifications and references as required above. Non-compliance with submittal requirements shall be grounds for rejection of the bidder's proposal

- D. MATERIAL SAFETY DATA SHEET (MSDS):** In compliance with chapter 422, Florida Statutes, and Chapter 38F-41, Florida Administrative Code, any item delivered or used when providing services under this contract must have a published Material Safety Data Sheet (MSDS). The awarded contractor is responsible to provide a written notification and MSDS for any hazardous material that may be used during the term of this agreement and any renewal periods. The District defines hazardous material as "any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health". These substances are classified as poisonous, toxic, corrosive, flammable, explosive, radioactive or otherwise have any warning on the product label. Each MSDS must be in English and include information regarding the specific material identity of the hazardous chemical(s) involved and the common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical: known acute and chronic health affects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.

- E. FAMILIARITY WITH SITES:** Each bidder is encouraged, prior to submitting his bid, to examine the sites to determine the extent of the work involved and the conditions under which he must perform the work. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all site conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his bid. The District expects that the awarded contractor carry out the work of this contract with minimal disruption to the school site/facility.

F. CRIMINAL BACKGROUND CLEARANCE: Pursuant to School Board Policy 2.021, Criminal Background and Employment and the Florida Legislated Jessica Lunsford Act, any personnel deployed to school sites as a result of contract award must have received a Level II criminal background screening and clearance. See “General Conditions” Section IV, Item 2, pg. 9 of these specifications for detailed information concerning the procedures pertaining to this requirement.

G. LABOR AND MATERIAL: The contractor shall provide and pay for all labor, materials, equipment, tools, transportation and other facilities and services as required for the proper execution and completion of the work as specified herein.

H. SUBCONTRACTING:

1. The awarded contractor shall be the primary service provider and shall perform all of the services as specified in this ITB. Subcontracting for these base services is not allowed.
2. The District, for work where the contractor is requested to perform additional services, may allow subcontracting.
3. Any work or service to be performed by a subcontractor must have the prior approval of the District. The District reserves the right to reject any subcontractor. Rejection of any subcontractor shall not entitle the contractor to adjustment of bid prices. The contractor shall inform the District Authorized Representative prior to scheduling any subcontractor’s visit to any District facility.
4. Failure by the contractor to have a subcontractor approved by the District will not relieve the contractor of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this Agreement.
5. The contractor shall be held fully responsible and liable for the supervision and performance of all work performed by subcontractors. The District shall not be responsible for resolution of disputes between the vendor and any subcontractor.
6. The personnel of all subcontractors shall meet all of the requirements as stated herein.

I. PERFORMANCE SPECIFICATIONS: The following is a general description of services to provide pest and weed control on the athletic and practice fields of the District. Services shall be performed in accordance with, but not limited to, the standards set by the Institute of Food and Agricultural Services of the University of Florida, OSHA and the EPA. All materials shall be applied in accordance with the product labels.

1. **Applications:** The application of product for weeds and/or insect control will occur monthly between the months of March and September. Applications may be necessary at other times of the year, depending on the conditions of the turf and/or the presence of weeds or insects. Additional applications will be made on an “as needed” basis and will be billed at the awarded contractor’s firm price. **It is imperative that the contractor be flexible as to when applications can be made. The contractor will be required in all instances to perform pest control either at night or in the early morning hours to limit exposure to the public. Applications that are required during the school term MUST be done in the evenings after all games, practices, etc. have been completed. Contractor MUST contact the Athletic Director at each school to schedule a time to apply chemicals when fields are not in use. The scheduled application times are to be communicated to the District’s Athletics and Grounds Department Manager, Wayne Miller, or his designee to ensure that District work is properly scheduled around the applications.**
2. **Application Record:** A chemical application record will be furnished for each treatment made within ten (10) working days of treatment, unless requested sooner. It shall include: location, date of treatment, target pests, rates used, all products used, time of application, which areas were treated, the equipment used to make the application and the individual names of the personnel making the application, the name of the District agent who authorized the application and any other conditions the contractor may wish to include for record keeping. Further, it is required that an MSDS be provided to the Manager, Athletics and Grounds – Buddy Nichols, for each chemical used in a given application.
3. **Approved Chemical Products:** The District has approved specific chemicals that have been identified as being the most successful products in the long term control of pests and weeds on the fields specified

herein. These specifically identified brands are the ONLY APPROVED PRODUCTS that the District will allow to be applied to the athletic and practice fields district wide.

4. **Posting:** Contractor shall "POST" areas treated and such posting will remain until the proper time intervals as stated on the applied product(s) labeling.
 5. **Equipment:** Contractor shall submit an equipment list that they have at time of bid they intend to use under the requirements of this agreement. The awarded contractor will be required to use precision equipment to include, but not limited to a computerized GPS monitored system. The computerized monitored systems need to be for both liquid and granular applications equipment. The equipment needs to have the ability to calibrate acres along with chemicals and fertilizer applied.
 6. **Response Time:** The awarded contractor must be able to respond to all service requests within twelve (12) hours of notification.
 7. **Site Log:** A "site log" must be kept by the contractor showing the location, date and time of services for each site as specified. A copy of the site log must be sent to the Manager, Athletics and Grounds – Wayne Miller, in order to be matched with the invoice/service tickets that are furnished to the Accounts Payable personnel in the District's Maintenance Department.
 8. **Field Scouting:** Contractor MUST visit each field bi-weekly to check for re-infestations of insects or areas of weeds that the chemical application may not have controlled. Contractor is to send notifications to Manager by email which field, product used, rate of the product and reason for the retreatment before retreatment of the field so that we can discuss the matter. Any re-application of product will be at the contractor's expense.
- J. **SAFETY:** The contractor shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of the District. The contractor shall be responsible for the safe use and application of the products as specified. Protective clothing, equipment devices shall, at a minimum, conform and comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.
- K. **FACILITY USE, HAZARDOUS MATERIALS AND WASTE CLEAN UP:**
1. **The Contractor shall notify the Athletics and Grounds Department Manager, Wayne Miller, of any and all chemical spills or leaks from equipment or otherwise as soon as it occurs, with follow up in writing. The Contractor must include a plan for control and correction of the problem in the written report.**
 2. The contractor shall conform to all applicable OSHA, state and local regulations while performing work under this Agreement, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school or facility and the general public in and around the work area.
 3. The contractor shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances. Empty chemical containers and other materials shall be disposed of immediately after the completion of each service visit. All disposal of hazardous material shall be handled in strict compliance with the EPA, OSHA and any Federal, State or local codes having jurisdiction.
 4. The contractor shall remove all tools, equipment and rigging from the premises immediately upon completion of any service work.
 5. The contractor shall maintain the work area in a neat and clean condition. All waste materials are to be removed at the contractor expense.
 6. It is the responsibility of the contractor to keep the site free from trash, debris, excess material, tools and free of hazardous conditions at all times.
 7. Contractor, its employees and/or assigns shall not use the District restrooms, cafeteria, lounge, or equipment. Dumpsters may be used only with prior written permission from the District Authorized Representative.

8. The District is not responsible for loss of tools, equipment or supplies.
9. Contractor shall not block exits, hallways, corridors, driveways, delivery areas, nor impede ingress or egress.
10. Contractor shall not impede nor interfere with the normal function of the facility, its occupants or programs.

L. **SITE ADDITIONS/DELETIONS:** Sites for work may be added or deleted as required for the duration of the contract.

M. **SITE LOCATIONS:** Site locations and field acreage for pest and weed control services.

<u>Location - Tallahassee, Florida</u>	<u>Field Type</u>	<u>Field Acreage</u>
Chiles High School 7200 Lawton Chiles Ln., 32312 Phone: 488-1756	<u>Baseball</u> <u>Softball</u> <u>Practice (x) 2</u> <u>Track</u> <u>Tennis Court</u>	<u>2.70 Acres</u> <u>1.25 Acres</u> <u>4.0 Acres</u>
Godby High School 1717 West Tharpe St., 32303 Phone: 488-1325	<u>Football</u> <u>Baseball</u> <u>Softball</u> <u>Practice (x) 2</u> <u>Track</u> <u>Tennis Court</u>	<u>2.48 Acres</u> <u>2.70 Acres</u> <u>1.33 Acres</u> <u>3.0 Acres</u>
Leon High School 550 East Tennessee St., 32308 Phone: 488-1971	<u>Football</u> <u>Baseball</u> <u>Softball</u> <u>Practice</u> <u>Band</u> <u>Track</u> <u>Tennis Court</u>	<u>2.25 Acres</u> <u>2.50 Acres</u> <u>1.39 Acres</u> <u>2.0 Acres</u> <u>2.0 Acres</u>
Lincoln High School 3838 Trojan Trail, 32311 Phone: 922-4173	<u>Football</u> <u>Baseball</u> <u>Softball</u> <u>Practice</u> <u>Soccer</u> <u>Track</u> <u>Tennis Court</u>	<u>2.41 Acres</u> <u>2.36 Acres</u> <u>1.25 Acres</u> <u>2.25 Acres</u> <u>2.50 Acres</u>
Rickards High School 3013 Jim Lee Rd., 32301 Phone: 922-7104	<u>Football</u> <u>Baseball</u> <u>Softball</u> <u>Practice (x) 2</u> <u>Band</u> <u>Track</u> <u>Tennis Court</u>	<u>2.25 Acres</u> <u>2.60 Acres</u> <u>1.26 Acres</u> <u>3.60 Acres</u> <u>2.0 Acres</u>

<p align="center">Middle School Sports Complex 3415 Zillah Rd., 32305</p>	<p align="center"><u>Baseball</u> <u>Softball</u></p>	<p align="center"><u>2.60 Acres</u> <u>1.26 Acres</u></p>
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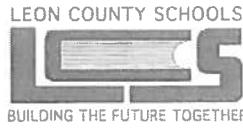
- N. **PROPERTY DAMAGE:** The contractor will be responsible to repair and/or replace, to the District's satisfaction, any damage caused in pursuit of work specified herein. **Such repairs will be at the sole expense of the awarded contractor.**
- O. **IDENTIFICATION:** All vehicles must be clearly identified with the name of the Contractor.
- P. **PRICES:** Prices shall be firm and fixed during the initial term of the contract. At the end of the initial term and as part of any contract renewals thereafter, the District may consider an increase or decrease to prices based upon the Consumer Price Index and/or the Employment Cost Index, as published by the U.S. Bureau of Labor and Statistics. Calculations will be based on the index for the latest month available at the time of the renewal.
- Q. **EMERGENCIES:** In any emergency affecting the safety of persons and property, the Contractor(s) shall act immediately to prevent threatened damage, injury or loss. Any such emergency must be reported to the District not later than twenty-four (24) hours from the time that the emergency is discovered by the contractor.
- R. **SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds.
- S. **ATTIRE:** Proper attire shall be worn at all times.
 - 1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted)
 - 2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans are prohibited.
 - 3. Protective garments as appropriate and proper shoes to insure the individual's safety shall be worn at all times.
- T. **IDENTIFICATION:** I.D. badges and/or company logos on shirts or hats are required on all contractor's personnel.
- U. **FRATERNIZATION:** The contractor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this Agreement are strictly forbidden from participating in any manner and form of interaction with the students of Leon County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the contractor may be prohibited from employing the individual in any future work with the District.

All questions pertaining to these general specifications should be submitted in writing to:

Taneka Forbes, Purchasing Agent I
3397 W. Tharpe St., Tallahassee, Florida, 32304
850-488-1206 / forbest@leonschools.net

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Bid Proposal Form

Bid No. 5560-2020– Pest & Weed Control Services for Athletic Fields Districtwide

Vendor Acknowledgment and Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and as described herein. Please print and sign below where required.

Authorized Representative's Name/Title	Authorized Representative's Signature	Date
Company's Name	Telephone Number	FAX Number
Address	City	State Zip Code
Area Representative	Telephone Number	FAX Number

INSECT CONTROL TURF AREAS

Item No. 1 - Applied price for treatment of MOLE CRICKETS & FIRE ANTS: TOP CHOICE is the only approved product.

APPROVED PRODUCT	TOP CHOICE @ 87 lbs. per acre
PER ACRE PRICE	\$ _____

Item No. 2 - Applied price for treatment of ARMY WORMS, SOD WEBWORMS, CHINCH BUGS and SPITTLE BUGS.

APPROVED PRODUCT	BIFENTHRIN I/T 7.9, BIFENTHRIN XTS AND TRIPLE CROWN
PER ACRE PRICE	\$ _____

Item No. 3 - Applied price for treatment of NEMATODES.

APPROVED PRODUCT	BAYER INDEMNIFY, SYNGENTA DIVANEM
PER ACRE PRICE	\$ _____

WEED CONTROL TURF AREAS:

Item No. 4 - Applied price for treatment of NON-SELECTIVE WEED CONTROL for field renovation.

APPROVED PRODUCT GLYSOPHATE & SYNGENTA FUSILADE TANK MIXED

PER ACRE PRICE \$

Item No. 5 - Applied price for treatment of POSTEMERGENCE WEED CONTROL for grassy weeds (to exclude rye grass elimination) Goosegrass and Crabgrass:

APPROVED PRODUCT REVOLVER, TRIBUTE TOTAL, MANUSCRIPT

PER ACRE PRICE \$

Item No. 6: Applied price for treatment of PREEMERGENCE WEED CONTROL for grassy broadleaf weeds on fields that have not been overseeded.

APPROVED PRODUCT BAYER SPECTICLE. MUST BE APPLIED AT 4.5 OZ. RATE

PER ACRE PRICE \$

Item No. 7 - Applied price for treatment of PREEMERGENCE WEED CONTROL FOR BOARDLEAF AND GRASSY WEEDS to be applied prior to overseeding.

APPROVED PRODUCT BARRICADE 65 WG (.4OZ PER ACRE) & DIMENSION 2EW (24 OZ PER ACRE)

PER ACRE PRICE \$

Item No. 8 - Applied price for treatment of PREEMERGENCE WEED CONTROL FOR GOOSEGRASS CONTROL. *Note-can be used on overseed fields.

APPROVED PRODUCT BAYER RONSTAR G (150 LBS. PER ACRE)

PER ACRE PRICE \$

Item No. 9 - Applied price for treatment of COMBINATION POSTEMERGENCE WEED CONTROL FOR BROADLEAF WEEDS.

APPROVED PRODUCT TRIMEC, 3-WAY, OR SPEEDZONE

PER ACRE PRICE \$

Item No. 10 - Applied price for treatment of COMBINATION PRE/POSTEMERGENCE WEED CONTROL FOR BROADLEAF WEEDS.

APPROVED PRODUCT BARRICADE 65WG (.4 OZ PER ACRE) & DIMENSION 2EW (24 OZ PER ACRE) PLUS 3-WAY, TRIMEC OR SPEEDZONE.

PER ACRE PRICE \$

Item No. 11 - Applied price for NON SELECTIVE TREATMENT OF WEED CONTROL ON FENCE LINES AND TENNIS COURTS.

APPROVED PRODUCT GLYSOPHATE PLUS BARRICADE 65WG (.4 OZ PER ACRE) & DIMENSION 2EW (24 OZ PER ACRE)

PER ACRE PRICE \$

Item No. 12 - Applied price for treatment of POSTEMERGENCE WEED CONTROL FOR SEDGE.

APPROVED PRODUCT MONUMENT, DISMISS, DISMISS NXT, CERTAINTY

PER ACRE PRICE \$

Item No. 13 - Applied price for treatment of GROWTH REGULATION.

APPROVED PRODUCT PRIMO MAXX OR PGR 113 (14 OZ PER ACRE) TANK MIXED WITH
IRON 12-0-0 (1 GAL PER ACRE)

PER ACRE PRICE \$

Item No. 14 - Applied price for treatment of RYEGRASS (OVERSEED) ELIMINATION.

APPROVED PRODUCT MONUMENT, REVOLVER, TRIBUTE, DISMISS

PER ACRE PRICE

Item No. 15 - Applied price for treatment of PREEMERGENCE WEED CONTROL ON CLAY INFIELD AREAS.

APPROVED PRODUCT SPECTICLE FLO (.137 OZ PER 1000 SQ. FT.)

PER ACRE PRICE

Item No. 16 - Applied price for treatment of POSTEMERGENCE OF DOVEWEED.

APPROVED PRODUCT

PER ACRE PRICE \$

FERTILIZATION OF ATHLETIC FIELDS:

Item No. 17 - Applied price for fertilization application using a SLOW RELEASE POLYMER COATED FERTILIZER.

APPROVED PRODUCT HOWARDS, HARRELLS OR ANDERSONS FERTILIZER. (1 LB. OF NITROGEN
PER ACRE)

PER ACRE PRICE \$

Item No. 18 - Applied price for fertilizer application for GROW IN USING A HOMOGENEOUS MIX FERTILIZER.

APPROVED PRODUCT YARA FERTILIZER (1 LB. OF NITROGEN PER ACRE)

PER ACRE PRICE \$

CULTURAL PRACTICES OF ATHLETIC FIELDS:

Item No. 19 - Applied price for topdressing application of SAND.

APPROVED PRODUCT

PER 18 CUBIC YARDS OF SAND PRICE \$

Item No. 20 - Applied price for DEEP TINE AERIFICATION with clean up using coring tines. 8" minimum depth.

APPROVED PRODUCT _____

PER ACRE PRICE \$ _____

Item No. 21 - Applied price for VERTICUTTING TURF CANOPY.

APPROVED PRODUCT _____

PER ACRE PRICE \$ _____

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE
THE REMAINDER OF THIS PAGE IS DELIBERATELY LEFT BLANK**

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>

	<i>City, State, Zip Code</i>

SECTION II

I hereby certify that the following named Leon County School Board official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 315 South Calhoun Street, Tallahassee, Leon County, FL prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>

	<i>City, State, Zip Code</i>



SUPERINTENDENT
Rocky Hanna

BOARD CHAIRMAN
Rosanne Wood

LEON COUNTY SCHOOLS
2757 West Pensacola Street – Tallahassee, FL 32304-2998

FAX FORM TO: (850) 487-7869

BOARD VICE-CHAIR
Dee Dee Rasmussen

BOARD MEMBERS
Georgia "Joy" Bowen
Alva Swafford Striplin
Darryl Jones

APPLICATION FOR VENDOR STATUS
(IRS W-9 Facsimile)

NEW VENDOR
UPDATE

COMPANY NAME: _____

LEON CO. SCHOOLS EMPLOYEE?

CONTACT PERSON: _____

YES NO

PHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

CORRESPONDENCE ADDRESS: _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

REMITTANCE: NAME (if different from above): _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP + 4: _____ - _____

EMAIL ADDRESS: _____ WEBSITE: _____

PLEASE CHECK APPROPRIATE BOX: Individual/Sole Proprietor S Corporation C Corporation Partnership
 Other _____ LLC – Type (Check one) C S P

TAX IDENTIFICATION NUMBER: _____ - _____ OR _____ - _____ - _____
Federal Employer Identification Number Social Security Number

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

PLEASE INDICATE THE FOLLOWING: *Minority Vendor? Yes No Male Female

**If yes, certification required –
(Please submit with form)*

Race: Caucasian: Hispanic: African American: Asian:
American Indian: Other: _____

By: _____
Signature Printed Name Date

LCSB site contact requesting vendor: _____
Name Phone/Email

EXHIBIT C

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification [C=C corporation, S=S corporation, P=partnership] P _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any): _____
 Exemption from FATCA reporting code (if any): _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶	Date ▶
----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

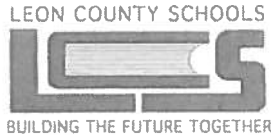
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT D



CUSTOMER REFERENCE FORM

Bid No. 5560-2020 – Pest & Weed Control Services for Athletic Fields Districtwide

Please provide all requested information for each reference.

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

Company Name: _____

Business Type: _____

Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

Company Name: _____

Business Type: _____

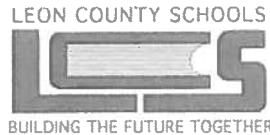
Contact Person: _____

Telephone: _____

Email: _____

Date Last Supplied Products or Services: _____

EXHIBIT E



VENDOR QUESTIONNAIRE

Bid No. 5560-2020 – Pest & Weed Control Services for Athletic Fields Districtwide

Please provide written responses to the following questions. If the answer to any of the questions is 'Yes', Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract?
 Yes No

2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?
 Yes No

3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under?
 Yes No

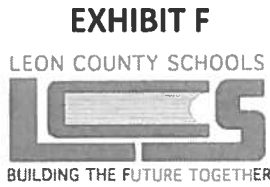
4. Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
 Yes No

5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?
 Yes No

6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
 Yes No

7. Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.
 Yes No

8. Within the next year, does Vendor plan any divestments? If so, explain by attachment.
 Yes No



DRUG FREE WORKPLACE

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors have a drug-free workplace program.

A business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR’S SIGNATURE: _____

EXHIBIT G

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

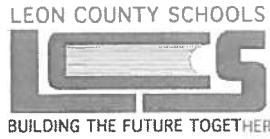
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	PR/Award Number or Project Name
Name(s) of Authorized Representative(s)	Title(s) of Authorized Representative(s)
Signature(s)	Date

INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

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

EXHIBIT H



SWORN STATEMENT – NEW CONTRACTS
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT

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

1. This sworn statement is submitted to The School Board of Leon County, Florida (hereinafter "Board" or "School Board") by _____
(Print individual's name and title)
for _____
(Print name of entity submitting sworn statement)
whose business address is _____
and its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____ am duly authorized to make this sworn statement
(Print individual's name and title)
on behalf of: _____
(Print name of entity submitting sworn statement)

- 3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as a _____ (eg. a charter bus company)
(Type of entity)
all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 20_____

_____ is personally known to me OR produced identification

by showing _____
(Type of Identification)

Notary Public – State of _____ My commission expires on: _____

Signature of Notary Public

(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT I

AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE

Bid No. 5560-2020 – Pest & Weed Control Services for Athletic Fields Districtwide

Proposer/Bidder/Quoter/Supplier affirms that it is a local or adjacent county business as defined by Policy #6450 of Leon County Schools and the regulations thereto.

A Leon/adjacent county vendor is a private independent vendor that has been licensed for at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law to provide the goods, services, or construction to be purchased. The vendor must have a physical business address, staffed by at least one (1) person, in the geographical boundaries of Leon County or in the adjacent counties of Gadsden, Jefferson, or Wakulla, Florida. The vendor, on a day-to-day basis, should provide to the School Board the needed goods and/or services substantially from the local business address. Post Office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Please complete the following in support of the self-certification:

Business Name: _____

Address: _____

Phone

Fax

Email

County: _____ Length of time at this location: _____ # of employees at this location _____

Is your business certified as a small business through Leon County Schools? _____

Signature of Authorized Representative

Date

State of FLORIDA

County of _____

Sworn to and subscribed before me, a Notary Public for the above State and County, on this _____ day of

_____, 20 _____.

Notary Public

My Commission Expires

EXHIBIT J INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid No. 5560-2020 – Pest & Weed Control Services for Athletic Fields Districtwide**.

Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent allowable pursuant to **Section 768.28, Florida Statutes**. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the bidder's limit of, or lack of, sufficient insurance protection.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's and limits shall meet, at a minimum, the following requirements:

1. **Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
2. **Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.**
3. **Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.**
4. **The School Board of Leon County, Florida" must be listed as additional insured on all liability coverage's except Workers' Compensation.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

1. The company must be:
 - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
 - b. an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

2. With respect only to the Workers' Compensation insurance, the company must be:
 - a. authorized as a group self-insurer pursuant to Florida Statutes or
 - b. authorized as a commercial self-insurance fund pursuant to Florida Statutes

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of thirty (30) calendar days in advance of such expiration.

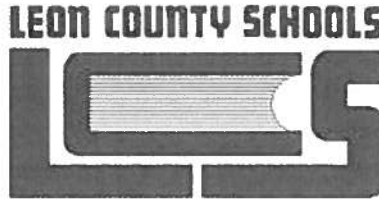
Unless otherwise notified, the **certificate of insurance must be delivered to the following address:**

**Leon County School Board
Purchasing Department
Attn: June Kail, Director of Purchasing
3397 W. Tharpe St.
Tallahassee, Florida 32303**

The name and address of the Leon County School Board, as shown directly below, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured".

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Heath at (850) 487-7113 and

**Leon County School Board
2757 W. Pensacola St.
Tallahassee, FL 32304**



Agenda Item Details

Meeting	May 28, 2019 - Business Meeting
Category	8. Items of Consent: Bids and Quotes
Subject	8.02 Professional Pest Management, Inc. - Bid No. 5560-2020 Pest and Weed Control Services for Athletic Fields District Wide
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes

STAFF MEMBER REPORTING THIS ITEM/PHONE: Butch Watkins (617-1777)

ACTION REQUESTED: The Superintendent recommends approval of the recommendation to award to Professional Pest Management, Inc.

ITEM SUMMARY: The Maintenance Department issued an Invitation to Bid (ITB) to identify qualified vendors and secure firm pricing for pest, weed and insect control services for the athletic and practice fields district wide.

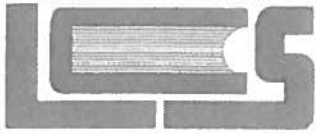
Six (6) vendors were directly solicited, a legal notice was publicly advertised in the local newspaper and the ITB was posted to the district's purchasing website. One (1) proposal was received. A recommendation has been made to award the contract to the sole bidder, Professional Pest Management, Inc. The initial term of the agreement will be from July 1, 2019 through June 30, 2021 with an option to renew for three (3) additional one (1) year terms.

WILL SUBMITTER BE DELIVERING SIGNATURE DOCUMENTS TO BOARD SECRETARY? No

[Recommendation and Bid Tab.pdf \(581 KB\)](#)

[BID55602020PestandWeed.pdf \(1,365 KB\)](#)

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



Memorandum

TO: June Kail, Director of Purchasing

FROM: Butch Watkins, Director of Maintenance *B.W. 4/22/19*

DATE: April 22, 2019

SUBJECT: Recommendation Letter for Bid# 5560-2019- Pest and Weed Control Services for Athletic Fields District Wide

After reviewing the documents submitted for the above mentioned project, I am recommending that the sealed bid be awarded to Professional Pest Management, Inc. The vendor is the lowest bidder who met all specifications outlined in the bid.

Should you have any questions or concerns, please contact my office at 617-1777, ext. 1818. Thank you for your attention to the bid information attached.

BW/edh

cc: Toni Hutto, Budget Systems Analyst
Wayne Miller, Athletics/Grounds Manager

"Our Hands Keep Their Minds Working"

Maintenance Department 3420 West Tharpe Street · Suite 200 · Tallahassee, Florida 32303-1138
(850) 617-1777 · Fax (850) 617-1789
www.leon.k12.fl.us

"No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law."

BID NO. 5560-2020

DESCRIPTION: Pest & Weed Control Services For Athletic Fields District Wide

OPENING DATE: April 18, 2019 @ 2:00 P.M.

ITEM	DESCRIPTION	Professional Pest Management, Inc.
1	Applied price for treatment of <u>MOLE CRICKETS & FIRE ANTS</u>: TOP CHOICE is the <u>only</u> approved product.	
	Approved Product	Top Choice @ 87 lbs. per acre
	Per Acre Price	\$325.00
2	Applied price for treatment of <u>ARMY WORMS, SOD WEBWORMS, CHINCH BUGS and SPITTLE BUGS</u>.	
	Approved Product	Bifenthrin I/T 7.9, Bifenthrin XTS and Triple Crown
	Per Acre Price	\$115.00
3	Applied price for treatment of <u>NEMATODES</u>.	
	Approved Product	Bayer Indemnify, Syngenta Divanem
	Per Acre Price	\$275.00
4	Applied price for treatment of <u>NON-SELECTIVE WEED CONTROL</u> for field renovation.	
	Approved Product	Glysohate & Syngenta Fusilade Tank Mixed
	Per Acre Price	\$45.00
5	Applied price for treatment of <u>POSTEMERGENCE WEED CONTROL</u> for grassy weeds (to exclude rye grass elimination) <u>Goosegrass and Crabgrass</u>:	
	Approved Product	Revolver, Tribute Total, Manuscript
	Per Acre Price	\$50.85
6	Applied price for treatment of <u>PREEMERGENCE WEED CONTROL</u> for grassy broadleaf weeds on the fields that have not been overseeded.	
	Approved Product	Bayer Specticle. Must be applied at 4.5 oz. Rate
	Per Acre Price	\$182.73
7	Applied price for treatment of <u>PREEMERGENCE WEED CONTROL FOR BROADLEAF AND GRASSY WEEDS</u> to be applied prior to overseeding.	
	Approved Product	Barricade 65 WG (.4 oz per acre) & Dimension 2EW (24 oz per acre)
	Per Acre Price	\$115.25

ITEM	DESCRIPTION	Professional Pest Management, Inc.
8	Applied price for treatment of <u>PREEMERGENCE WEED CONTROL FOR GOOSEGRASS CONTROL.</u> *Note-can be used on overseed fields.	
	Approved Product	Bayer Ronstar G (150 lbs. per acre)
	Per Acre Price	\$307.51
9	Applied price for treatment of <u>COMBINATION POSTEMERGENCE WEED CONTROL FOR BROADLEAF WEEDS.</u>	
	Approved Product	Trimec, 3-Way, or Speedzone
	Per Acre Price	\$75.00
10	Applied price for treatment of <u>COMBINATION PRE/POSTEMERGENCE WEED CONTROL FOR BROADLEAF WEEDS.</u>	
	Approved Product	Barricade 65WG (.4 oz per acre) & Dimension 2EW (24 oz per acre) Plus 3-Way, Trimec or Speedzone.
	Per Acre Price	\$135.00
11	Applied price for <u>NON SELECTIVE TREATMENT OF WEED CONTROL ON FENCE LINES AND TENNIS COURTS.</u>	
	Approved Product	Glysohate Plus Barricade 65WG (.4 oz per acre) & Dimension 2EW (24 oz per acre)
	Per Acre Price	\$100.00
12	Applied price for treatment of <u>POSTEMERGENCE WEED CONTROL FOR SEDGE.</u>	
	Approved Product	Monument, Dismiss, Dismiss NXT, Certainty
	Per Acre Price	\$178.68
13	Applied price for treatment of <u>GROWTH REGULATION.</u>	
	Approved Product	Primo Maxx or PGR 113 (14 oz per acre) Tank Mixed With Iron 12-0-0 (1 gal per acre)
	Per Acre Price	\$114.00
14	Applied price for treatment of <u>RYEGRASS (OVERSEED) ELIMINATION.</u>	
	Approved Product	Monument, Revolver, Tribute, Dismiss
	Per Acre Price	\$165.00
15	Applied price for treatment of <u>PREEMERGENCE WEED CONTROL ON CLAY INFIELD AREAS.</u>	
	Approved Product	Specticle Flo (.137 oz per 1000 sq. ft.)
	Per Acre Price	\$125.00

ITEM	DESCRIPTION	Professional Pest Management, Inc.
16	Applied price for treatment of <u>POSTEMERGENCE OF DOVEWEED.</u>	
	Approved Product	
	Per Acre Price	\$98.00
17	Applied price for fertilization application using a <u>SLOW RELEASE POLYMER COASTED FERTILIZER.</u>	
	Approved Product	Howards, Harrells or Andersons Fertilizer. (1 lb. of Nitrogen per acre)
	Per Acre Price	\$120.00
18	Applied price for fertilizer application for <u>GROW IN USING A HOMOGENEOUS MIX FERTILIZER.</u>	
	Approved Product	Yara Fertilizer (1 lb. of Nitrogen per acre)
	Per Acre Price	\$138.64
19	Applied price for topdressing application of <u>SAND.</u>	
	Approved Product	
	Per Acre Price	\$100.00
20	Applied price for <u>DEEP TINE AERIFICATION</u> with clean up using coring tines. 8" minimum depth.	
	Approved Product	
	Per Acre Price	\$500.00
21	Applied price for <u>VERTICUTTING TURF CANOPY.</u>	
	Approved Product	
	Per Acre Price	\$250.00

Bidders are hereby notified that failure to file a protest within the time prescribed in section 120.57(3) Florida Statutes and Board Policy 6320.02, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Offers received from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby

June Kail	4/18/2019
Opened By	Date
Taneka Forbes	4/18/2019
Recorded By	Date

**Action of the Board
Leon County Schools
May 28, 2019
School Board Meeting 3:00 PM**

1. Opening Items

1.01 Pledge of Allegiance - Apurva Srivastava, Rickards High School

2. Changes and Additions

2.01 Changes and Additions: May 28, 2019

ACTION REQUESTED: The Superintendent recommends approval of changes and additions to the May 28, 2019 School Board Meeting Agenda as presented.

APPROVED 4-0

3. Superintendent's Spotlight

3.01 Security Monitors Recognition

4. Recognitions

4.01 (None to Date)

5. Reports to be Heard

5.01 District Advisory Council - Dwanna Moore, Chair

5.02 Student District Advisory Council (None to Date)

5.03 Title I Advisory Council - Talethia Edwards, Chair

5.04 LCS Audit Committee Quarterly Report

5.05 Academic Services Updates

6. Persons to be Heard

Scott Mazur

CONSENT

7. Items of Consent

7.01 School Board Meeting Minutes: May 14, 2019

7.02 Reassignment Committee (None to Date)

7.03 Approval of Personnel Actions, May 28, 2019

8. Items of Consent: Bids and Quotes

8.01 Lawrence Commercial Systems - Bid No. 5561-2020 Aluminum Walkway Covers - District Wide

8.02 Professional Pest Management, Inc. - Bid No. 5560-2020 Pest and Weed Control Services for Athletic Fields District Wide

8.03 Smokey's Enterprise LLC - Bid No. 5566-2020 Lawn Care and Grounds Maintenance for Lively Technical Center

8.04 REJECT ALL - Uniforms for Nutrition Services - Bid No 5563-2020

8.05 Converge One – Avaya Phone Systems District Wide - Bid No 5568-2020

9. Items of Consent: Purchase Orders

9.01 (None to Date)

10. Items of Consent: Professional/Technical Service Agreements

10.01 Robert Olmstead and Victor Pinson, Computer Maintenance and Desktop Support

10.02 3PM Consulting Group, LLC

11. Items of Consent: Grants

- 11.01 Unified School Improvement Grant (UniSig)
- 11.02 Carl D. Perkins Career Technical Education

12. Items of Consent: Contracts/Cooperative Agreements

- 12.01 Challenger Learning Center - Master Agreement (Ref. No. 5571)
- 12.02 University Center Club Event Agreement (Ref No. 5573)
- 12.03 Deerlake 8th Grade Washington D.C. and New York City Trip (Ref No. 5574)
- 12.04 Florida State University (FSU), Dual Enrollment Articulation Agreement for 2019-2020
- 12.05 Annual Maintenance for the Blackboard Mass Notification System and the Website/Content Management System
- 12.06 Skyward Annual Maintenance Renewal
- 12.07 Agreement between Big Bend Family Eye Care and the Leon County School Board

13. Items of Consent: Budget Amendments

- 13.01 General Fund Budget Amendment #4
- 13.02 Federal Funds Budget Amendment #3
- 13.03 Capital Improvement Funds Budget Amendment #4

14. Items of Consent: Change Orders

- 14.01 (None to Date)

15. Items of Consent: Amendment to Professional Service

- 15.01 (None to Date)

16. Items of Consent: Short Form Agreements

- 16.01 (None to Date)

17. Items of Consent: Release of Retainage

- 17.01 (None to Date)

18. Items of Consent: Other

- 18.01 Phase III Drawings and Specifications for Woodville K-8 School Pre-K Playground Project
- 18.02 Payroll Dates 2019-2020
- 18.03 Semi-Annual Construction Report
- 18.04 School Impact Analysis Forms
- 18.05 Extension of Suspensions
- 18.06 Stipulated Agreements for Alternative Placement
- 18.07 Expulsion\Waivers
- 18.08 Expulsion\Waivers

ACTION REQUESTED: The Superintendent recommends approval of the recommendation on the consent items as presented in the support material.

APPROVED 4-0

CONSIDERATION

19. Items for Consideration

19.01 Public Hearing/Adoption: The Superintendent recommends, following a public hearing, approval of the balanced 2019-20 Capital Outlay Budget as presented.

ACTION REQUESTED: The Superintendent recommends, following a public hearing, the Board approve the balanced 2019-20 Capital Outlay Budget as presented.

APPROVED 4-0

19.02 The Superintendent recommends approval of the Barnett Fronczak Barlowe & Shuler Architects, Amendment#1, Professional Architectural Services Contract for Fairview Middle School, Phase V Demolition of Building1, Renovations to Buildings 3 and 4 and Site Improvements

ACTION REQUESTED: The Superintendent recommends approval of the Amendment#1 for Barnett Fronczak Barlowe & Shuler Architects, to provide professional services at Fairview Middle School, in the amount of \$47,467.00; authorize the Chair/Vice Chair or Superintendent to sign all related documents and authorize the necessary budget amendments.

APPROVED 4-0

19.03 Amendment to the 2018 - 2019 School Board Meeting Calendar

ACTION REQUESTED: The Superintendent recommends approval of Amendments to the 2018 - 2019 School Board Meeting Calendar

APPROVED 4-0

19.04 The Superintendent recommends approval of the Allstate Construction, Inc. Guaranteed Maximum Price (GMP) Contract for Phase 4A for Construction Manager at Risk for RFQ 427-2018 Construction Manager at Risk Services for Rickards High School New Building 24.

ACTION REQUESTED: The Superintendent recommends Board action to approve the Negotiated Fee/Guaranteed Maximum Price Contract for Phase 4A for New Building 24, which reflects an amount of \$7,374,765.00, which is within budget, between the Owner and the Construction Manager at Risk, with Allstate Construction, Inc. for Construction Manager at Risk Services for Rickards High School New Construction, Remodeling and Renovations & Site Improvements (RFQ 427-2018), authorize the Chairman, or Vice Chairman

APPROVED 4-0

19.05 Genesis Group, Short Form Agreement, Leon West Campus Site Improvement Project

ACTION REQUESTED: The Superintendent recommends Board approval of the Short Form Agreement for Genesis Group, to provide professional services at Leon High School West Campus Site Improvement Project, in the amount of \$24,800.00; authorize the Chair/Vice Chair or Superintendent to sign all related documents and authorize the necessary budget amendments.

APPROVED 4-0

20. Information Items

20.01 Upcoming Meetings

20.02 Financial Statements: September, 2018 - March, 2019; April, 2019

20.03 Key Truth in Millage (TRIM) Dates for 2019 – 2020

21. Reports From Board Liaisons

21.01 (None to Date)

22. Superintendent's Comments

22.01 Superintendent's Comments: May 28, 2019

23. Continuing Concerns from Board Members

23.01 (None to Date)

24. New Issues from Board Members

24.01 (None to Date)

Any person who believes that he or she may wish to appeal an action of the Board, be advised that for such an appeal, it will be necessary to have a record of the proceedings, and for such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be used.

**GADSDEN COUNTY SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT**

720 S. Stewart Street
Quincy, Florida 32351
850-627-6858 (Phone)
850-875-8895 (Fax)

Mr. Gerald A. Gay
Director of Transportation

Mr. Roger P. Milton
Superintendent of Schools

TO: Medical Examiners
FROM: Gerald A. Gay, Director *AGG*
RE: 49 CFR 391-41 Medical Examinations
DATE: May 22, 2019

As of May 1, 2016 the Florida Department of Education mandated the Medical Examination Report for Commercial Fitness Determination (form MCSA-5875) 49 CFR 391-41 physical qualifications as evidenced by the Medical Examiner's Certification.

Medical Examiners conducting medical examinations of School Bus Operators must be registered with the National Registry of Certified Medical Examiners.

Attached you will find a contract as to your interest in being an examiner for the Gadsden County School district. Bus Operators will be examined every 12 (twelve) months with one physical per year paid by the Gadsden County School District. Payment for re-checks will be the responsibility of the employee.

Please be aware that due to the Privacy Act the Medical Examiner's Certification is the only document to be given back to the Bus Operator and returned to the Transportation Department.

If there are any questions, please do not hesitate to contact our office between the hours of 8am and 5pm at 850-627-6858.

Date: May 22, 2019

Letter of Interest

Yes, I/We would be interested in being recommended to the Gadsden County School District to conduct Physical Examinations on certain School Board Employees for Fiscal Year 2019-2020.

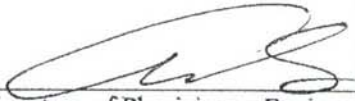
No, I/We are not interested in conducting physicals for the Gadsden County School District.

Gadsden County School District's approved fee:
\$90 per Physical Examination
(Billing will be paid via District Purchase Order)

Drug and Alcohol Testing Excluded
Dexterity Testing Section Excluded

Allied Health & Rehabilitation Dr. Martine Charles, Dr. of Chiropractic
Physician's Name or Group (Please print or type)

177 Salem Court, Tallahassee, FL 32301 850-328-0424
Mailing Address Telephone

 5/22/19
Signature of Physician or Business Manager Date

Please return this form no later than June 14, 2019
Please mail to:
Mr. Gerald A. Gay, Director of Transportation *Gay*
Gadsden County School district
720 S. Stewart Street
Quincy, Florida 32351

Or via fax at 850-875-8895

Date: May 22, 2019

Letter of Interest

Yes, I/We would be interested in being recommended to the Gadsden County School District to conduct Physical Examinations on certain School Board Employees for Fiscal Year 2019-2020.

No, I/We are not interested in conducting physicals for the Gadsden County School District.

Gadsden County School District's approved fee:
\$90 per Physical Examination
(Billing will be paid via District Purchase Order)

Drug and Alcohol Testing Excluded
Dexterity Testing Section Excluded

Letter of Interest

~~Cardiology and Internal Medicine Group of North FL, PA Dr. Helen Nitkos, MD
Physician's Banc or Group (Please print or type) on certain School Board Employees
for Fiscal Year 2019-2020.~~

~~230 East Crawford Street Quincy, FL 32351 ing physicals for the Gadsden County 850-627-7600
Mailing Address District Telephone~~

~~Signature of Physician or Business Manager office Manager
Billing will be paid via District Purchase Order) Date 5-22-19~~

Please return this form no later than June 14, 2019

Please mail to:
Mr. Gerald A. Gay, Director of Transportation
Gadsden County School district

720 S. Stewart Street Quincy, Florida 32350
Quincy, Florida 32350 (Please print or type)

Or via fax at 850-875-8895

230 East Crawford Street Quincy, FL 32351 850-7
Mailing Address Tel: bc

Signature of Physician or Business Manager
Billing will be paid via District Purchase Order

Please return this form no later than June 14, 2019

Please mail to:
Mr. Gerald A. Gay, Director of Transportation
Gadsden County School district

720 S. Stewart Street Quincy, Florida 32350
Quincy, Florida 32350 (Please print or type)

Or via fax at 850-875-8895

230 East Crawford Street Quincy, FL 32351 850-7

Doctors for 2019-2020 School Year

Doctors:

Allied Heath & Rehabilitation

Dr. Martine Charles, Doctor of Chiropractic
405 East Jefferson Street
Quincy, Florida 32351
850-662-1540
Call for an appointment

Cardiology & Internal Medicine

Lorie M. Simmons, ARNP
230 East Crawford Street
Quincy, Florida 32351
850-627-7600
Call for an appointment