

AGENDA

SPECIAL SCHOOL BOARD MEETING

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

October 12, 2021

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. AGREEMENTS/CONTRACTS
 - a. Articulation Agreement Between Florida State University College of Medicine and the School Board of Gadsden County – **SEE PAGE #2**

Fund Source: Unified School Improvement Grant (UniSIG)
Amount: \$25,680.00

ACTION REQUESTED: The Superintendent recommends approval.
 - b. Contractual Agreement Between Palazesim, LLC and the School Board of Gadsden County – **SEE PAGE #7**

Fund Source: FEFP Dollars
Amount: 1.5 days per week @ \$65.00 / hour (billed by the quarter hour)

ACTION REQUESTED: The Superintendent recommends approval.
5. SCHOOL FACILITY/PROPERTY
 - a. Extension of Time to Finalize Donation of Old Southside School – **SEE PAGE #19**

ACTION REQUESTED: The Superintendent recommends approval.
 - b. Selection of Conceptual Layout Scheme for New School – **SEE PAGE #22**

ACTION REQUESTED: The Superintendent recommends approval.
6. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
7. SCHOOL BOARD REQUESTS AND CONCERNS
8. ADJOURNMENT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4a

Date of School Board Meeting: October 12, 2021

TITLE OF AGENDA ITEM: Articulation Agreement between Florida State University College of Medicine and the School Board of Gadsden County

DIVISION: Secondary

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

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

This agreement, when duly executed and approved by the Florida State University College of Medicine (FSUCOM) and School Board of Gadsden County (GCSB) authorizes a new program initiative, USSTRIDE Outreach Program (UOP) to Gadsden County High School. The FSUCOM Office of Outreach will share responsibility for the academic venture for a period of one year to be renewed every year contingent upon annual funding through the GCSB Office and an annual satisfactory review of the program by both parties. FSUCOM and GCSB have a mutual goal of providing educational enrichment programs in science and math and therefore the UOP will provide a science and math curriculum to supplement the district curriculum and undergraduate program mentors and/or tutors.

FUND SOURCE: Unified School Improvement Grant (UniSIG)

AMOUNT: \$25,680.00

PREPARED BY: Tammy McGriff Farlin, EdS 

POSITION: Assistant Superintendent for Academic Services

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

Florida State University College of Medicine Community and Rural Outreach Programs Articulation Agreement

Between Florida State University College of Medicine and School Board of Gadsden County

This agreement, when duly executed and approved by the Florida State University College of Medicine (FSUCOM) and School Board of Gadsden County (GCSB) authorizes a new program initiative, USSTRIDE Outreach Program (UOP) to Gadsden County High School. The FSUCOM Office of Outreach will share responsibility for the academic venture for a period of one year to be renewed every year contingent upon annual funding through GCSB Office and an annual satisfactory review of the program by both parties. FSUCOM and GCSB have a mutual goal of providing educational enrichment programs in science and math and therefore the UOP will provide a science and math curriculum to supplement the district curriculum and undergraduate program mentors and/or tutors. Funding in the amount of \$25,680.00 will be provided through the 2021-2022 Unified School Improvement Grant (UniSIG).

PURPOSE OF OUTREACH PROGRAMS

The partnership between FSUCOM Office Outreach and GCSB is designed to address increasing student's critical thinking, problem solving, and mastery of foundational skills in biology, algebra and chemistry, in addition to end-of-course exam preparation.

GOALS

- 1) To foster higher academic performance and achievement using a structured, supplemental curriculum, mentoring and innovative blend of hands-on and group activities.
- 2) To provide a mechanism to ensure 80% of the targeted students pass the end-of-course exams with a level three (3) or higher.
- 3) To collaborate with the teacher of record in the assessment of students' content mastery skills with a target of 80% or higher.

AGREEMENT AND RESPONSIBILITIES

FSUCOM Office of Outreach agrees to the following:

- Provide mentors (premedical) and graduate students in the classroom to serve as teaching assistants and tutors.

- Provide transportation of the mentors and graduate students to Gadsden County High School.
- Provide program oversight by the Executive Director and Director of Development which include occasional site visits.
- Provide a full curriculum with its corresponding lesson plans, labs, PowerPoints, and activities for designated science and math classes

The School Board of Gadsden County agrees to the following:

- Provide three classes (biology, algebra, and chemistry) during the designated hours between 8AM and 12PM to provide collaborative teaching model with UOP undergraduate and graduate students.
- One district teacher for each biology, algebra, and chemistry class to supervise the FSU graduate student that will co-teach the curriculum to provide active hands-on learning, problem solving, and critical thinking in the classes.
- Arrangements for immediate emergency care in the event of a student's accidental injury or illness.
- Permit the FSUCOM Executive Director and Director of Development to visit the biology, chemistry and algebra classes and activities for purposes of determining that the program's educational objectives for each student are being met.
- Provide funding for graduate and undergraduate students to co-teacher the biology, algebra, and chemistry classes as outlined in below, with separate contracts provided to each consultant, not to exceed the amounts noted.

Gadsden County High School and USSTRIDE Outreach Program- Explanation of Budget	
FSU COM Program Costs	
FSU COM Transportation/Fuel for Vans	\$ 10,000.00
SSTRIDE Curriculum (Biology, Chemistry, Algebra)	\$ 15,000.00
Undergraduate Mentors	\$ 10,000.00
Bridge Graduate Students (spring semester only)	\$ 5,000.00
Total	\$40,000.00
Gadsden County Program Costs	
Biology EOC Class	
Graduate Student (Co-Teacher)	\$ 4,000.00
Undergraduate Student (Teaching Assistant)	\$ 2,000.00
Chemistry Class	
Graduate Student (Co-Teacher)	\$ 4,000.00
Undergraduate Student (Teaching Assistant)	\$ 2,000.00
Algebra EOC Class	
Graduate Student (Co-Teacher)	\$ 4,000.00
Undergraduate Student (Teaching Assistant)	\$ 2,000.00
Partnership Program Facilitator	\$ 7,680.00
Total	\$ 25,680.00

TERMS OF AGREEMENT

The School Board of Gadsden County is the entity that will provide an educational setting in which students may participate in USSTRIDE Outreach Program activities.

The outreach programs will operate during regular school days consistent with the district academic calendar.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the date of signature by all parties.

FSU College of Medicine

Associate Dean of Interdisciplinary Medical Sciences

Signature Date

Executive Director of Outreach

Signature Date

Gadsden County School District

Superintendent, Elijah Key, Sr.

Signature Date

School Board Chair, Leroy McMillan

Signature Date

Principal, Chelsea M. Franklin

Signature Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 4b

DATE OF SCHOOL BOARD MEETING: October 12, 2021

TITLE OF AGENDA ITEM:

Contractual Agreement between Palazesim, LLC and the School Board of Gadsden County

DIVISION:

Exceptional Student Education

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this contract is to provide vision services, and orientation and mobility training for the students who are Visually Impaired.

FUND SOURCE: FEFP Dollars

AMOUNT: 1.5 days per week @ \$65.00/hour (billed by the quarter hour)

PREPARED BY: Sharon B. Thomas *SBS*

POSITION: Director of Exceptional Student Education and Student Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 11

CHAIRMAN'S SIGNATURE: page(s) numbered 11

REVIEWED BY: *Sammy McEgry*

This AGREEMENT is made as of **September 29, 2021** 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 **3 months, commencing September 29, 2021** and ending **December 31, 2021** 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 that the 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 **36 Sea Breeze Drive**
City/State/Zip: **Crawfordville, Florida 32327**

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:

EXHIBIT B

Scope of services to be provided

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

Fee Schedule

1.5 days per week @ \$65.00/hr. (billed by the quarter hour)

This agreement shall take effect upon receipt of signatures and may be terminated or revised at the request of either party.

Margot Palazesim of Palazesim, LLC

Name: _____

Title: _____

Signature: _____

Date: _____

Chairman of the Gadsden County District Board

Name: _____

Title: _____

Signature: _____

Date: _____

Superintendent of Gadsden County School District

Name: _____

Title: _____

Signature: _____

Date: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 5a

DATE OF SCHOOL BOARD MEETING: October 12, 2021

TITLE OF AGENDA ITEM: Extension of time to finalize donation of Old Southside School

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

In or about March of 2021, the Board voted to donate the Old Southside School to the City of Chattahoochee. At that time the City of Chattahoochee was applying for Community Development Block Grant Funds to be used for the necessary improvements to the property. The Board entered into an agreement with the City confirming its intention to donate the property during the 2021 calendar year. A caveat in the agreement allowed for a later time if mutually agreed to.

We have been advised by the City of Chattahoochee that its application for grant funding has been submitted and is in process. However, City staff cannot guarantee an award of the funds by the end of the 2021 calendar year. As such, the City is requesting an amendment to the agreement to confirm the Board's commitment to donate the property beyond the end of calendar year 2021.

FUND SOURCE: N/A

AMOUNT:

PREPARED BY: Deborah S. Minnis

POSITION: General Counsel for the Board

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

This form is to be duplicated on light blue paper.

SURPLUS REAL PROPERTY DONATION AGREEMENT

WHEREAS, the School Board of Gadsden County, Florida, hereinafter referred to as "the School Board", owns surplus property located at 852/888 Lincoln Drive, Chattahoochee, Florida, Gadsden County Parcel ID# 2-03-3N-6W-0000-00314-0800, which contains the old school building known as the Old Southside School, hereinafter referred to as "the Property," and

WHEREAS, the School Board has previously determined that it would be appropriate to dispose of said Property by donation to the City of Chattahoochee, hereinafter referred to as "the City", and

WHEREAS, the City has previously declined to accept said Property donation from the School Board, due to the City's lack of sufficient funds to make the needed improvements to the Property, and

WHEREAS, the City intends to apply for Community Development Block Grant funds from the Florida Department of Economic Opportunity, to be used for making the necessary improvements to said Property if acquired, and;

WHEREAS, one of the conditions imposed upon the use of such funds is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), hereafter referred to as the Uniform Act, and the regulations at 24 C.F.R. Part 42, and;

WHEREAS, the Uniform Act requires that real property shall be appraised before the initiation of negotiations; and;

WHEREAS, the Uniform Act requires that the purchaser establish an amount it believes to be "Just Compensation" for the property to be acquired before the initiation of negotiations, and;

WHEREAS, the School Board has determined it to be in its best interest to waive any rights and benefits accruing to it under the Uniform Act, if any, and donate the Property to the City by quitclaim deed, on the conditions that the City agrees to (1) accept the Property "as is" and "with all faults" and subject to any and all environmental contamination and without warranty of environmental condition, habitability, merchantability or fitness for a particular purpose; (2) release, indemnify and hold the School Board harmless from and against any and all claims, expenses (including reasonable attorney's fees), loss and liability arising from or related to the Property, including but not limited to, any environmental contamination present on or under the Property or originating from any operations at the Property or otherwise on account of the condition of the Property; and (3) not use or allow the use of the Property for the operation of a K-12 school.

NOW, THEREFORE, it is agreed as follows:

- 1. The School Board, freely and without duress, agrees to donate said property to the City by quitclaim deed, on the conditions that the City agrees to (1) accept the Property "as is" and "with all faults" and subject to any and all environmental contamination and without warranty of environmental condition, habitability, merchantability or fitness for a particular**

purpose; (2) release, indemnify and hold the School Board harmless from and against any and all claims, expenses (including reasonable attorney's fees), loss and liability arising from or related to the Property, including but not limited to, any environmental contamination present on or under the Property or originating from any operations at the Property or otherwise on account of the condition of the Property; and (3) not use or allow the use of the Property for the operation of a K-12 school, in the year 2021 (or such later time as may be mutually agreed) and waives any and all rights accruing to it under the Uniform Act for the donation or sale of said property, including the right to an appraisal of the property's value, and the right to receive Just Compensation for the property if acquired by the City. Specifically, the City has advised the School Board that said Property, or any interest therein, is currently valued at \$8,200 by the Gadsden County Property Appraiser, and this sum or a higher amount as determined by a current property appraisal is required to be paid to the School Board if said Property is acquired by the City and if the School Board does not elect to execute this waiver.

2. The City agrees that it will not use its power of eminent domain to acquire said Property for this stated public purpose, and
3. The City hereby expresses its interest in accepting the School Board's donation of said Property on the conditions set forth in paragraph 1, if it receives sufficient Community Development Block Grant (CDBG) funds to make the needed property improvements, and
4. If the City receives the requested CDBG grant and accepts the School Board's donation of said Property on the conditions set forth in paragraph 1, the City will use said Property for a public purpose such as a community center and/or a senior center.
5. The City will not confirm its acceptance of the School Board's intended donation of said property donation on the conditions set forth in paragraph 1 unless and until the City receives environmental clearance and release of funds for the proposed public purpose project from the Florida Department of Economic Opportunity.
6. The City and the School Board reserve the right to mutually modify this agreement if the City does not receive the proposed grant, but receives other suitable funding in lieu of said grant during the year 2021.

Agreed by
School Board of Gadsden County, Florida


Authorized Signature

3/12/2021
Date

City of Chattahoochee


Mayor

3/15/21
Date

NEW SCHOOL PLANNING COMMITTEE

BOARD RECOMMENDATIONS
September 28, 2021 Board Workshop

LOCATION

- One Major directive for the committee was that the new school must be located within Quincy city limits.
- The committee's first goal was to confirm there was district owned property that would be suitable for the new preK-8 school. We reviewed the following sites:
 - **GWM** – Wasn't the preferred location and there were challenges to fit the new school on the site.
 - **JASMS** – After working through some elevation challenges, it was determined the site was in a good location and could accommodate the new school.
 - **GEMS** – While it was a prime location, the site was too small to adequately fit the new school.
 - **CPA** – Not a preferred site and site was too small to fit the new school.
 - **SSES** – This site has a lot of potential but the committee feels strongly this site should be saved for future use.
- **The committee's only site recommendation is James A. Shanks Middle School.**

CONCEPTUAL LAYOUT

In order to provide the Board the proper tools to sell the New School Project to the public, we've asked our Architect to provide us with some conceptual drawings of what the project could look like placed on the Shanks site.

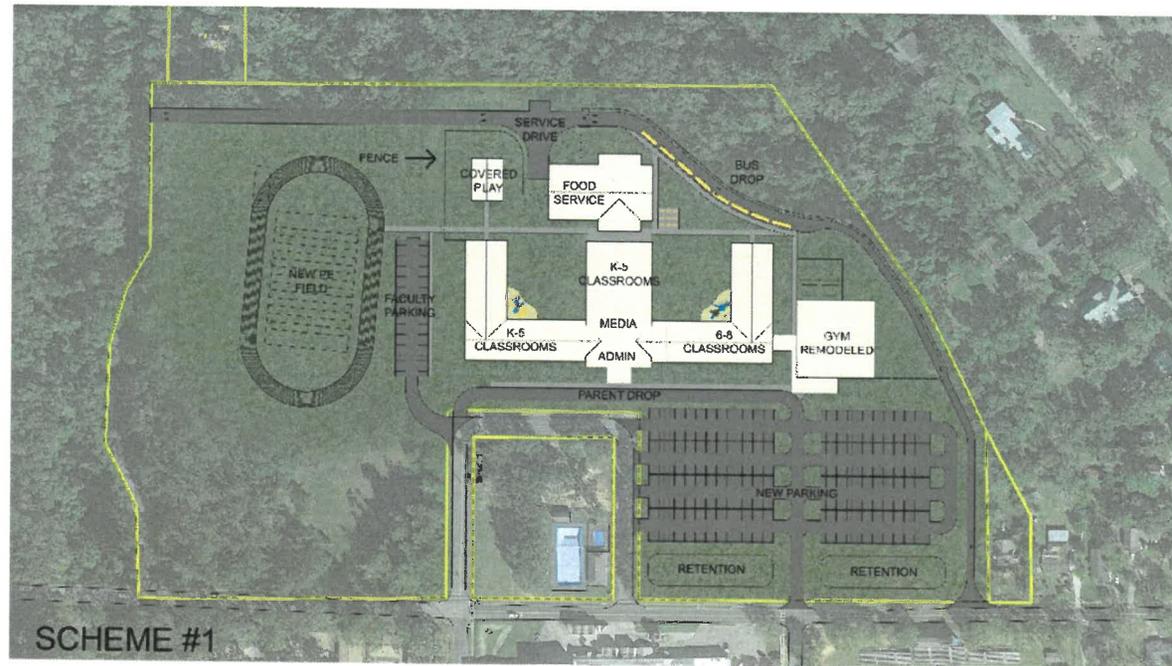
They provided us 3 different layouts for our consideration.

Hopefully today we can walk away with a firm direction on which scheme the Architect can develop.

Layout Scheme No. 1

This option allows us to build all of the new buildings before razing the existing buildings which eliminates the need to move students for construction. It also renovates the old gym.

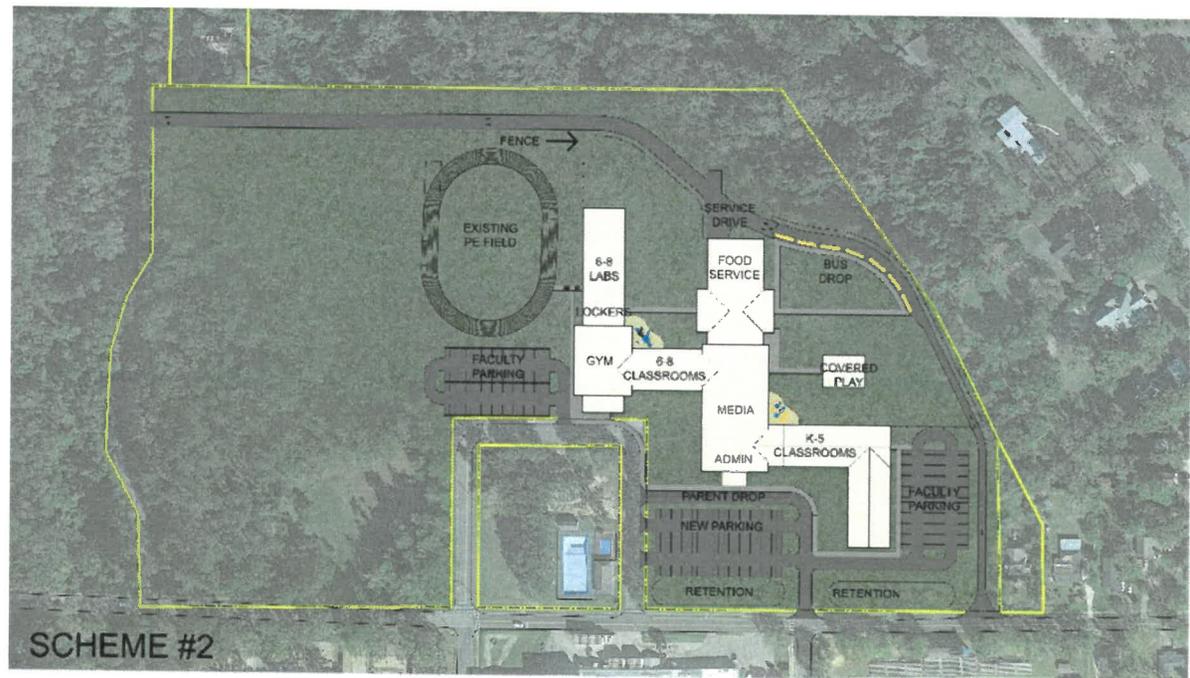
This is the committee's number one pick.



Layout Scheme No. 2

This option is phased and allows us to build apx. 50% of the school before demolition. Students would be relocating from the old buildings to the new. We would then raze the old campus and start construction on the second half of the new school. This plan does not save the old gym.

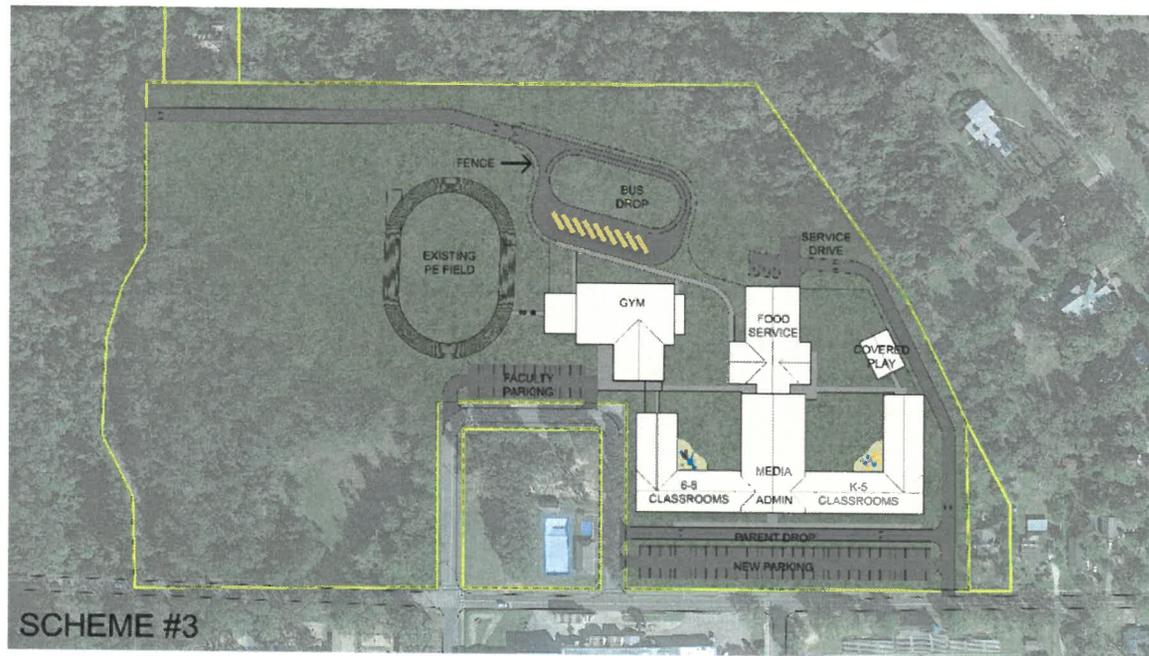
This is the committee's number two pick



Layout Scheme No. 3

This option requires relocating all students and the demolition of all buildings prior to the start of work. This plan does not save the old gym but it is the easiest plan for construction.

This is the committee's third pick



EXIT PLAN FOR NEW SCHOOL

GWM – Raze buildings No. 1 – 10. Remodel buildings 11 & 12 into Head Start preK classrooms. Re-purpose building 14 into Head Start office space. Improve grounds to meet new occupancy.

JASMS – Build new school. Raze old school.

GEMS – Raze all buildings.

CPA – Raze buildings 2, 6 & 7. Repurpose and remodel building 1 into turnaround program building. Renovate building 3 (cafeteria). Renovate building 4 (gym). Remodel building 5 into breakout conference/training rooms.

SSES – Remove portables. Repurpose buildings 2 & 3 into storage facilities. Remodel buildings 1, 4, 5 & 7 into ancillary office space.