

# AGENDA

## REGULAR SCHOOL BOARD MEETING

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

November 21, 2023

6:00 P.M.

### THIS MEETING IS OPEN TO THE PUBLIC

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

### ITEMS FOR CONSENT

#### 5. REVIEW OF MINUTES

- a. October 10, 2023, 5:00 p.m. – Special School Board Meeting
- b. October 16, 2023, 5:00 p.m. – School Board Workshop
- c. October 24, 2023, 4:30 p.m. – School Board Financial Workshop
- d. October 24, 2023, 6:00 p.m. - Regular School Board Meeting
- e. November 6, 2023, 5:00 p.m. – School Board Workshop

ACTION REQUESTED: The Superintendent recommends approval.

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

- a. Personnel 2023 - 2024

ACTION REQUESTED: The Superintendent recommends approval.

#### 7. BUDGET/FINANCIAL TRANSACTIONS

- a. Budget Summary Resolution Number 23-24-01 – **SEE PAGE #7**

Fund Source: All Funds

Amount: Refer to the Financial Report

ACTION REQUESTED: The Superintendent recommends approval.

8. STUDENT MATTERS

- a. Student Expulsion – See back-up material

Case #43-2324-0051

ACTION REQUESTED: The Superintendent recommends approval.

9. SCHOOL FACILITY/PROPERTY

- a. Allstate Construction Agreement - **SEE PAGE #12**

Fund Source: 395 Insurance Fund

Amount: \$329,661.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Purchase Order Request for Southland Contracting, Inc. – **SEE PAGE #40**

Fund Source: ESSER

Amount: \$3,825,683.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Purchase Order Request for B & T Fencing, Inc. – **SEE PAGE #68**

Fund Source: Head Start/Safety & Security Grant

Amount: \$35,693.13

ACTION REQUESTED: The Superintendent recommends approval.

10. EDUCATIONAL ISSUES

- a. Greensboro Elementary School Third Grade Students Field Trip Request  
**SEE PAGE #139**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. 2023 – 2024 Uniform Statewide Assessment Calendar – **SEE PAGE #145**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. 2023 – 2024 Student Progression Plan Revision – **SEE PAGE #159**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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



# THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger Tomorrow

## Elijah Key, Superintendent of Schools

35 Martin Luther King, Jr. Blvd Quincy, Florida 32351

Main: (850) 627-9651 or Fax: (850) 627-2760

[www.GadsdenSchools.org](http://www.GadsdenSchools.org)

November 21, 2023

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

Dear School Board Members:

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

### Item 6A Instructional and Non-Instructional Personnel 2023-2024

The following reflects the total number of full-time employees in this school district for the 2023-2024 school term, as of November 28, 2023.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees November 2023</u>
Classroom Teachers and Other Certified	120 & 130	306.00
Administrators	110	57.00
Non-Instructional	150, 160, & 170	<u>379.00</u>
		742.00
Part Time Instructional		3.00
Part Time Non Instructional		<u>3.00</u>
Total		6.00
100% Grant Funded		237.00
Split Grant Funded		<u>16.00</u>
Total Grant Funded of 742 Employees		253.00

Sincerely,

Elijah Key, Jr.  
Superintendent of Schools

Cathy S. Johnson  
DISTRICT NO. 1  
Havana, FL 32333  
Midway, FL 32343

Steve Scott  
DISTRICT NO. 2  
Quincy, FL 32351  
Havana, FL 32333

Leroy McMillan.  
DISTRICT NO. 3  
Chattahoochee, FL 323324  
Greensboro, FL 32330

Charlie D. Frost  
DISTRICT NO. 4  
Gretna, FL 32332  
Quincy, FL 32352

Karema D. Dudley  
DISTRICT NO. 5  
Quincy, FL 32351



**AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2023/2024****INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Andrews, Anastasia	HMS	Teacher	10/18/2023
Arnold, Angel	GCHS	Teacher	10/02/2023
Davis, Dionne	GWM	Teacher	10/12/2023
Fitzgerald, Tamra	JASMS	Teacher	11/01/2023
Harden, Victoria	HMS	Teacher	11/01/2023
Harris, Ahja	GCHS	Teacher	10/12/2023
Wymes, Daryl	WGMS	Teacher	10/23/2023

**NON INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Clayton, April	SSES	Educational Paraprofessional	11/06/2023
Herring, Regina	District ESE	Administrative Assistant	10/04/2023
Luc, Louna	Transportation	Bus Driver	10/16/2023
Wood, Raven	HMS	Educational Paraprofessional	11/01/2023

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

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>End Date</u>
Hill, Khelsii	District/ESE/School Social Worker	09/01/2023	10/31/2023
James, Felicia	CPA Secretary	11/01/2023	12/04/2023
Mitchell, Jerome	Transportation: Bus Driver	09/25/2023	11/30/2023

**RESIGNATION**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Anderson, Jennifer	SSES	Teacher	11/06/2023
Austin, Joyce	JASMS	Teacher	10/26/2023
Henderson, Jacob	JASMS	Teacher	10/12/2023
Herring, Regina*	District ESE	Computer Operator II	10/03/2023
Hills, Kecia	PreK Headstart	PreK Program Specialist	11/17/2023
Sinsurin, Karl	GEMS	Teacher	11/08/2023
Thomas, Barbara	GCHS	Educational Paraprofessional	10/31/2023
Williams, Dwight	JASMS	Teacher	10/31/2023

\*Resigned to accept another position within the District

**TRANSFERS**

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Dantley, Dominique	HMS TOSA	JASMS/ TOSA	11/06/2023

**TERMINATIONS**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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**DEATH**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
March, Kelvin	WGMS	Custodian	10/13/2023

**DROP RETIREMENT**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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**RETIREMENT**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Taylor, Jimmy	Transportation	Vehicle Mechanic Foreman	11/30/2023

**OUT OF FIELD**

<b><u>Name</u></b>	<b><u>Location</u></b>	<b><u>Area out of Field</u></b>	<b><u>Number of Periods</u></b>
Andrews, Anastasia	HMS	Exceptional Student Education	All Periods
Arnold, Angel	GCHS	English	All Periods
Davis, Dionne	GWM	Elementary Education	All Periods
Fitzgerald, Tamra	JASMS	Elementary Education	All Periods
Harden, Victoria	HMS	Elementary Education	All Periods
Wiggins, Cleanita	GCHS	School Counseling	All Periods
Wymes, Daryl	WGMS	Exceptional Student Education	All Periods

**SUBSTITUTES****Teacher**

Bejjum, Naveen  
Dixon, Johnny  
Fagg, Willie  
Hollis, Shavonte  
Santana Najera, Reyna

**Custodial/SFS Worker**

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7a

**DATE OF SCHOOL BOARD MEETING:** November 21, 2023

**TITLE OF AGENDA ITEMS:** Budget Summary Resolution Number 23-24-01

**DIVISION:** Business Finance and Accounting Department

**PURPOSE AND SUMMARY OF ITEMS:** Board Approval for the budget summary that was presented October 2023 at the Budget Workshop updating the board about district budget and Bank account(s) balance(s).

**FUND SOURCE:** All Funds

**AMOUNT:** Refer to the Financial Report

**PREPARED BY:** LaClarence Mays 

**POSITION:** Chief Finance Officer

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

**SUPERINTENDENT'S SIGNATURE:** page(s) numbered \_\_\_\_\_

**CHAIRMAN'S SIGNATURE:** page(s) numbered \_\_\_\_\_  
Be sure that the Comptroller has signed the budget page.

REPORT SPECIFICATIONS

DISTRICT: PAEC - Gadsden County, FL  
 REPORT TITLE: Total by project w (Date: 10/2023)  
 REQUESTED BY: laclarence.ma DATE: 10/24/23  
 PROGRAM NAME: TP-PRINT fin/ TIME: 4:05:04 PM  
 COPIES: 1 LPI: 6  
 RUN ON SERVER: yes CREATE ASCII FILE: NO

Title Page Program/Version 3frbud18.p/010013

Description: Projects list w FUND  
 Report Title: Total by project w  
 Report Type: Revenue/Expense Summary

Notes:

Consolidate Funds: No  
 Budget Status: All Accounts  
 Print Detail: No  
 Print Totals: Yes  
 Print Spaces for Zero Amts Yes  
 Exclude account if it has: No Amount in Fields Selected  
 Rpt Access - Other Users: Read Only  
 Sequence: ((B)) Fund, Func, Obj  
 Selected Breaks: Fund Position Break Type: Single Heading: Yes Total Separator: Yes Dbl Underline: Yes  
 Account Types Selected: Expense  
 Account Status: Active  
 Low High  
 O/S Account Ranges: 0000\*0000 0000 0000 00000 00000 00000 ZZZZ\*9999 9999 9999 ZZZZZ ZZZZZ ZZZZZ  
 Group Codes: -- ZZ-ZZ-ZZZZ  
 Category Codes: ZZZZZZZZ  
 Include Fund 1100 1100  
 Include Fund 4100 4100  
 Include Fund 4200 4200  
 Include Fund 4410 4410  
 Include Fund 4420 4420  
 Include Fund 4430 4430  
 Include Fund 4450 4450

Report Fields	Length	Sign	Edited	Whole	Format/Combination	Field	Year	Display/Combo Type
Fund	10							Number
Fund	15							Short Description
Function	4							Number
Expense Object	4							Number
Original Budget	12	Left	Yes	No	->, >>>, >>>, >>>9.99			Current
FYTD Revised Budget	12	Left	Yes	No	->, >>>, >>>, >>>9.99			Current
FYTD Activity	12	Left	Yes	No	->, >>>, >>>, >>>9.99			Current
Encumbered Amount	12	Left	Yes	No	->, >>>, >>>, >>>9.99			Current

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*****
REPORT SPECIFICATIONS
DISTRICT: PAEC - Gadsden County, FL
REPORT TITLE: Total by project w (Date: 10/2023)
REQUESTED BY: laclarence.ma DATE: 10/24/23
PROGRAM NAME: TP-PRINT-LINE TIME: 4:05:04 PM
COPIES: 1 LPI: 6
RUN ON SERVER: yes CREATE ASCII FILE: NO
*****

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<u>Report Fields</u>	<u>Length</u>	<u>Sign</u>	<u>Edited</u>	<u>Whole</u>	<u>Format/Combination Field</u>	<u>Year</u>	<u>Display/Combo Type</u>
FYTD Unencumbered Balance	12	Left	Yes	No	->, >>>, >>>, >>9.99		Current
FYTD Percent (W/Enc)	6	Left	Yes	No	->, >>9.99		Current

Fund	Fund	Func	Obj	2023-24 Original Budget	2023-24 FYTD Revised Bdgt	2023-24 FYTD Activity	Encumbered Amount	2023-24 FYTD Unencumbered Bal	2023-24 FYTD %
1100	GENERAL FUND								
110-	GENERAL FUND	----	----	44,143,588.70	44,143,588.70	10,550,465.87	783,840.90	32,809,281.93	25.68
4100	FOOD SERVICE FUND # 410								
410-	FOOD SERVICE FU	----	----	4,580,000.00	4,580,000.00	1,062,762.48	365,439.02	3,151,798.50	31.18
4200	CONTRACTED PROJECTS FUND 420								
420-	CONTRACTED PROJ	----	----	7,535,000.00	7,535,000.00	2,124,351.69	75,451.75	5,335,196.56	29.19
4410	ESSER CARES								
441-	ESSER CARES	----	----	1,863,430.06	1,863,430.06	338,177.11	1,225,819.88	299,433.07	83.93
4420	OTHER CARES ACT RELIEF								
442-	OTHER CARES	----	----			36,082.91		-36,082.91	
4430	CRRSA ACT ESSER II								
443-	CRRSA ESSERII	----	----	131,516.15	131,516.15	71,852.56		59,663.59	54.63

Fund	Fund	Func	Obj	2023-24		2023-24	Encumbered	2023-24 FYTD	2023-24	
				Original Budget	FYTD Revised Bdgt	FYTD Activity	Amount	Unencumbered Bal	FYTD %	
4450		ARP	ACT	ESSER						
445-	ARP	ACT			32,481,889.32	32,481,889.32	404,126.54	124,057.50	31,953,705.28	1.63
Grand Expense T					90,735,424.23	90,735,424.23	14,587,819.16	2,574,609.05	73,572,996.02	18.91

Number of Accounts: 2555

\*\*\*\*\* End of report \*\*\*\*\*

Bank Balance as of 10/24/2023  
Capital City Bank  
Everyday Checking Balance \$854,825.57

State Board of Administration Accounts  
SBA Savings # 1 \$3,500,000.00  
Insurance Account  
SBA Savings # 2 \$6,850,836.90

Centennial Bank  
Savings \$1,000,000

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: November 21, 2023

TITLE OF AGENDA ITEM: Allstate Construction Agreement

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

**Summary Language**

This is a request to approve the agreement between Gadsden County School Board and Allstate Construction for the management of the construction of the New Quincy K8 School. The attached AIA Document summarizes the agreement.

FUND SOURCE: 395 Insurance Fund

AMOUNT: \$329,661

PREPARED BY: Brenton Hudson 

POSITION: Director of Facilities

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 24

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY:  \_\_\_\_\_





October 19, 2023

Gadsden County School Board  
35 Martin Luther King Boulevard  
Quincy, FL 32351

**Re: Preconstruction Fee Proposal**

Project: New K-8 School Project, Quincy FL  
Gadsden County School Board

Please accept this letter and the attached worksheet as our Preconstruction Phase Fee proposal for the above-referenced project. Our Preconstruction Phase Fee services are in accordance with the contract terms and conditions of the AIA A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor and the AIA A201 – 2017 General Conditions of the Contract for Construction, and includes the following:

**Startup & Schematic**

Kickoff Meeting  
Site Investigation  
Project Milestone Schedule Creation  
Materials & Methods Analysis  
Detailed Quantification & Assumptions  
Estimate Creation  
AE & Owner Design Review Meeting

**Adjusted Schematic**

Cost Reduction Strategy Discussions / Review  
Materials & Methods Analysis  
Detailed Quantification & Assumptions  
Estimate Creation / Adjustments  
AE & Owner Review Meeting

**Progress Estimate - 50% CDs**

Cost Reduction Strategy Discussions / Review  
Materials & Methods Analysis  
Detailed Quantification & Assumptions  
Estimate Creation  
Schedule Creation  
Site Utilization Plan Creation  
AE & Owner Review Meeting

**Early Work Package GMP**

Permit Expediting / Management  
Bid Package Creation & Estimate  
Setup  
Finalize Schedule  
Finalize Site Utilization Plan  
Bid Advertisement  
Pre-Bid Site Visit Meeting

Subcontractor Solicitation  
Subcontractor Prequalification  
RFIs / Questions / Scope Updates  
GMP Preparation  
AE & Owner Review Meeting

**Bidding & GMP - 100% CDs**

Permit Expediting / Management  
Bid Package Creation  
Adjust / Finalize Schedule  
Adjust / Finalize Site Utilization  
Plan  
Bid Advertisement  
Pre-Bid Site Visit Meeting  
Subcontractor Solicitation  
Subcontractor Prequalification  
RFIs / Questions / Scope  
Updates  
GMP Preparation  
AE & Owner Review Meeting  
**Post-Bid Cost Reduction  
Efforts**

The attached 1-page worksheet provides a detailed breakdown for our proposed fee based on the assumed activities as noted.

**Preconstruction Fee: \$ 329,661 (.044% of the construction budget) Includes the GMP Bidding Phases.**

We trust this is all the information necessary to issue a contract for this work and look forward to a successful project. Please let me know if you need additional information.

Sincerely,

**ALLSTATE CONSTRUCTION, INC.**



Scott Brewer, President

CC: Paul Arnaldo, ACI  
CSI

Exhibit B  
**PRECONSTRUCTION FEE WORKSHEET**  
 Gadsden K-8 School

Allstate Construction, Inc.  
 10/19/23

Description	Rates (\$/hr)	Schematic Estimate	Adjusted Schematic Estimate	Progress Estimate (50% CDs)	Early Work Package GMP	GMP	Total Hours	Total (\$)
Staffing								
Project Director	70.00	\$2,100	18 hrs	28 hrs	92 hrs	56 hrs	224	\$15,680
Project Manager	45.00	\$1,960	22 hrs	100 hrs	76 hrs	128 hrs	354	\$24,780
Preconstruction Manager	60.00	\$2,940	30 hrs	44 hrs	86 hrs	222 hrs	424	\$29,680
Estimator	60.00	\$5,600	84 hrs	104 hrs	96 hrs	212 hrs	576	\$40,320
Estimator	50.00	\$4,060	58 hrs	116 hrs	72 hrs	136 hrs	432	\$30,240
Clerical	30.00	\$700	10 hrs	20 hrs	124 hrs	248 hrs	412	\$28,840
Superintendent	65.00	\$1,260	18 hrs	24 hrs	28 hrs	56 hrs	142	\$9,940
Project Engineer	40.00	\$0	0 hrs	32 hrs	120 hrs	192 hrs	344	\$24,080
Subtotal Direct Labor		\$18,620	hrs	\$32,760	hrs	\$48,580	2908	\$203,560
Labor Burden Multiplier (50.0%)	50.0%	9,310	8,050	16,360	24,290	43,750		\$101,780
<b>Total Labor Cost</b>		<b>\$27,930</b>	<b>\$24,150</b>	<b>\$49,140</b>	<b>\$72,870</b>	<b>\$131,250</b>		<b>\$305,340</b>
Other:								
Document Reproduction		\$435		\$2,209		\$2,811		\$8,702
Technology Licensing & Usage		\$698		\$1,229		\$3,281		\$7,634
Cell Phone / Data		\$75				\$200		\$625
Vehicle Allowances		\$704		\$1,344		\$3,248		\$7,360
Permit Fees - Not Included								\$0
Consultant Fees - Not Included								\$0
Totals		\$29,843	\$25,808	\$53,997	\$79,223	\$140,790		\$329,661
SUBTOTAL								\$329,661
OH&P								\$329,661
<b>TOTAL PRECONSTRUCTION</b>								<b>0.47% of \$70,000,000</b>

# AIA® Document A133® – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

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

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

Gadsden County School Board  
35 Martin Luther King Boulevard  
Quincy, FL 32351

and the Construction Manager:  
*(Name, legal status, address, and other information)*

Allstate Construction  
5718 Tower Road  
Tallahassee, FL 32303

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

A new K-8 School to house up to 1,646 student stations within a building footprint of approximately 200,000 gross square feet. The new campus site is to be located in Quincy, Florida, is to be determined. Building design and construction to be in accordance with the FL SREF requirements and their Plant Survey recommendations.

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

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

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

See Exhibit A for FL DOE Plant Survey recommendations, Date of School Board Adoption: 11/16/2021, Work Plan Submittal Date: 2/3/2022

§ 1.1.2 The Project's physical characteristics:

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

A new K-8 School to house up to 1,646 student stations within a building footprint of approximately 200,000 gross square feet. New campus Site in Quincy, Florida, is to be determined.

Init.

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User Notes:

(1649362031)



existing power lines, fiber optic cables, and other underground utilities. Topographic and boundary surveys are attached in Exhibit C.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:  
*(Provide total and, if known, a line item breakdown.)*

The Owner's budget was set by the Florida Department of Education Special Facilities Committee and the Florida Legislature for the amount of \$70,000,000.

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
*(Identify any requirements for fast-track scheduling or phased construction.)*

Project to comply with Florida State requirements for all State funded buildings with one of the three approved sustainable building models. The green globes model will be used on this project without certification.

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

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
*(List name, address, and other contact information.)*

Mr. Brenton Hudson  
Director of Facilities  
Tel: 850-322-7092  
Email: hudsonbre@gcpsmail.com

Init.

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

N/A

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

.1 Geotechnical Engineer:

TBD – Provided by the Owner

.2 Civil Engineer:

TBD – Provided by Architect

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Surveyor  
Threshold Inspector  
Commissioning of Mechanical and Electrical Systems  
Site Environmental Assessments  
Construction Tests (CM)  
Test and Balance (CM)  
Detailed Cost Estimates (CM)

§ 1.1.11 The Architect's representative:  
(List name, address, and other contact information.)

Jack Backer, AIA, Principal  
DAG Architects, Inc.  
1223 Airport Road  
Destin, FL 32541  
Tel: 850.837.8152

Erika Hagan  
Fitzgerald Collaborative Group, LLC  
850 S. Gadsden Street, Suite 140  
Tallahassee, FL 32301  
850.350.3500

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

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Allstate Construction, Inc.  
Scott Brewer, President  
5718 Tower Road  
Tallahassee, FL 32302  
850.514.1004  
Andrew Wellman, Vice President  
Allstate Construction Inc.  
5718 Tower Road  
Tallahassee, FL 32303  
850.514.1004

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

*(List any Owner-specific requirements for subcontractor procurement.)*

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

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**§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

**ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

**§ 3.1 Preconstruction Phase**

**§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

**§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor;

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ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### **§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the

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Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### § 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

#### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

Preconstruction Phase Fee Proposal 3-pages, dated October 19, 2023 'Exhibit B'

#### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

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§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the

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Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Lump Sum for the deliverables included in the Preconstruction Fee Proposal, 3-pages, dated October 19, 2023 - 'Exhibit B', Totaling \$329,661.00. PC fee will be billed at the completion of each deliverable phase. Deliverables are defined in the noted Fee proposal document.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

Individual or Position

Rate

~~§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.~~

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within **Twelve ( 12 )** months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

### § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid **Thirty ( 30 )** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

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

3.00 %

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

Lump sum of 4.00% of the total Guaranteed Maximum Price Contract.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Managers Fee for additive changes to the Guaranteed Maximum Price contract is 4.00%

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§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractors overhead and profit for increases in cost of its portion of work is 15.00%

~~§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.~~

§ 6.1.6 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

dic.  
p. 8

TBD and Included in the pending Guaranteed Maximum Price amendment

§ 6.1.7 Other:  
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

### § 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

### § 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

The Project Director and Project Manager will be performing management functions at both the project site and at the Construction Manager's main office.

The Project Engineer will be serving his management functions at both the project site and at the Construction Manager's main office.

Operations Assistant will work from the Construction Manager's main office to assist the project management, Owner and Architect in routine processing and document control relating to subcontracts, change management, Owner Direct Purchase, Owner billings, project closeout and general administrative functions specific to this project.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials,

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supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

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§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

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- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

#### **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

#### **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

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## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the **Last** day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the **15th** day of the **Following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **Fifteen ( 15 )** days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

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- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

**§ 11.1.8 Retainage**

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5.00%)

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

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§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated,



taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Three % 3.00%

**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Mediation

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

**ARTICLE 13 TERMINATION OR SUSPENSION**

**§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

## § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

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§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

**§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

**§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 14.2 Successors and Assigns**

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds**

**§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000.00 )** for each occurrence and **Two Million Dollars (\$ 2,000,000.00 )** in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than **One Million Dollars (\$ 1,000,000.00 )** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower

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coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than **One Million Dollars** (\$ 1,000,000.00 ) each accident, **One Million Dollars** (\$ 1,000,000.00 ) each employee, and **One Million Dollars** (\$ 1,000,000.00 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **Two Million Dollars** (\$ 2,000,000.00 ) per claim and **Two Million Dollars** (\$ 2,000,000.00 ) in the aggregate.

§ 14.3.1.6 **Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	Limits
Payment & Performance Bonds	100% coverage for a payment bond and performance bond.
Builders Risk Insurance	TBD

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 **Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

N/A

§ 14.5 Other provisions:

N/A

**ARTICLE 15 SCOPE OF THE AGREEMENT**

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

§ 15.2 The following documents comprise the Agreement:

Init.

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- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

N/A

- .6 Other Exhibits:  
(Check all boxes that apply.)

(Insert the date of the E234-2019 incorporated into this Agreement.)

- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Scott Brewer President  
(Printed name and title)

Init.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 9b

**DATE OF SCHOOL BOARD MEETING:** November 21, 2023

**TITLE OF AGENDA ITEM:** Purchase Order Request for Southland Contracting, Inc.

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** This request is for School Board approval of an expenditure of \$3,825,683.00 for Southland Contracting, Inc. to replace Steward Street Elementary HVAC in its entirety. The original bid approved by the Board on May 23, 2023 only included the mechanical/HVAC scope of work with Kelly Brothers.

**FUND SOURCE:** ESSER

**AMOUNT:** \$3,825,683.00

**PREPARED BY:** Brenton Hudson *BEH*

**POSITION:** Director of Facilities

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

NA Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered NA

CHAIRMAN'S SIGNATURE: page(s) numbered NA

REVIEWED BY: *[Signature]*





# CLEMONS, RUTHERFORD & ASSOCIATES, INC.

ARCHITECTS ■ PLANNERS ■ INTERIOR DESIGNERS ■ CONSTRUCTION MANAGERS

2027 Thomasville Road, Tallahassee, FL 32308  
p: 850-385-6153 ■ f: 850-386-8420

105 South Broad Street, Thomasville, GA 31792  
p: 229-228-5016 ■ f: 229-228-0509

[www.craarchitects.com](http://www.craarchitects.com)

November 8, 2023

Gadsden County School Board  
Mr. Brent Hudson  
35 Martin Luther King Blvd.  
Quincy, FL 32351

RE:

**CRA Project #21087- Stewart Street Elementary School-HVAC Replacement**  
749 South Stewart Street  
Quincy, FL Florida 32351

Dear Mr. Hudson,

On May 23, 2023, the Board approved the request to award the project above to Kelly Brothers Sheet Metal, Inc. A brief time after award and prior to the execution of any contract, it was determined that the response from Kelly Brothers did not include the entire scope of the work for the project as described in the Bid Documents listed in the advertisement (ITB 2022-0006) but did only specifically identify the Mechanical/HVAC scope of the project.

On September 6, 2023, a meeting took place at Gadsden County Schools Maintenance Office with GCSB Maintenance, Southland Contracting Inc., Kelly Brothers Sheet Metal Inc., Ram Construction, and CRA to determine a course of action that would effectively accomplish the full scope of the project above. It was discussed and agreed by all parties that the recommendation to be presented to the Board for approval would be: to utilize a firm who has been previously awarded a continuing services contract by the Board to provide CM services for Gadsden Schools- Southland Contracting, to manage the project in its entirety. Additionally, per the direction of GCSB Maintenance, while undertaking the construction management of the project, Southland Contracting Inc. will utilize Kelly Brothers Sheet Metal for the Mechanical/HVAC scope of work for the project above with reference given to the previous award which was approved by the Board on 05.23.23.

On November 8, 2023, CRA drafted a GMP contract based off of documents provided by Southland Contracting, which did include pricing from Kelly Brothers Sheet Metal that we recommend to the Board for review and execution.

Sincerely,

Justin Barnett  
Construction Administrator



Transmittals

Detailed

Gadsden County Schools Stewart Street School HVAC Replac

<b>Date</b>	<b>Number</b>	<b>Type</b>	<b>Status</b>
9/11/2023	0001	Transmittal	Sent ●

**To Company**  
 Brent Hudson  
 Gadsden County Schools Facilities  
 805 S Stewart Street  
 Quincy, Florida 32351

**From Company**  
 Eddie Long  
 Southland Contracting, Inc.  
 1843 Commerce Boulevard  
 Midway, Florida 32343

Acknowledgement Required

<b>Transmitted For</b>	<b>Delivered Via</b>	<b>Tracking Number</b>
Approval	Hand	

Item No	Quantity	Item	Reference	Description	Notes	Status
0001	2.00	Contract	AIA A102-2017	Standard Form of Agreement Between owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price	Please sign and return one copy for our records	Pending

**Remarks**



# AIA® Document A102® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

The School Board of Gadsden County  
35 Martin Luther King, Jr. Boulevard  
Quincy, Florida 32351

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

Southland Contracting, Inc.  
1843 Commerce Boulevard  
Midway, Florida 32343

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

Stewart Street School HVAC Replacement  
749 S Stewart Street  
Quincy, Florida 32351

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

Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, Florida 32308

The Owner and Contractor agree as follows.

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

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

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

#### ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

Work will commence after all necessary materials and equipment are in possession of the Contractor, and upon notification to the Owner, will begin on the first available day as directed by the Owner

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than Three Hundred Sixty-five ( 365 ) calendar days from the date of commencement of the Work.
- By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

#### ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)*

Lump Sum \$229,541.00

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

Six percent (6%).

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Init.

Maximum of Fifteen Percent, (15%).

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed One Hundred percent percent ( 100 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 5.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

The sum of Two Hundred Dollars and Zero cents (\$200.00) for each consecutive calendar day after the established substantial date, until substantial is reached

§ 5.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

## § 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Three Million Eight Hundred Twenty-five Thousand Six Hundred Eighty-three Dollars (\$ 3,825,683.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

### § 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

Item	Price
Weekly Clean up & Misc. Labor	\$75,000.00
Painting with Patching	\$25,000.00
Contractor Contingency	\$229,541.00

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

*(Identify each assumption.)*

N/A

Init.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

## ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COSTS TO BE REIMBURSED

### § 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

Project Manager

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### § 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

## § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the

related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

## **ARTICLE 8 COSTS NOT TO BE REIMBURSED**

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

## **ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS**

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

## ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 12 PAYMENTS

### § 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

#### § 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten Percent (10%)..

§ 12.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General Conditions, Performance & Payment Bonds, G/L Insurance

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*



N/A

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

N/A

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request

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for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

**§ 12.2.3** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

**§ 12.2.4** If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

**§ 12.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

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**ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 13.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

**ARTICLE 14 TERMINATION OR SUSPENSION**

**§ 14.1 Termination**

**§ 14.1.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 14.1.2 Termination by the Owner for Cause**

**§ 14.1.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

**§ 14.1.2.2** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 14.1.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

Total Contractor Fee

**§ 14.2 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor’s Fee as described in Article 5 and Section 6.4 of this Agreement.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 15.2** The Owner’s representative:

*(Name, address, email address and other information)*

Brenton Hudson  
Facilities Director  
805 S Stewart Street  
Quincy, Florida 32351

**§ 15.3** The Contractor’s representative:

*(Name, address, email address and other information)*

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§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 15.7 Other provisions:

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
See Index of Drawings	Stewart Street School, HVAC Replacement, Bid Set	October 25,2022

.6 Specifications

Section	Title	Date	Pages
See Attached Table of Contents	Stewart Street School, HVAC Replacement, Bid Set	October 25,2022	328

.7 Addenda, if any:

Number	Date	Pages
#1	November 22, 2023	3
#2	November 29, 2022	10

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:

*(Check all boxes that apply.)*

- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



# Additions and Deletions Report for AIA® Document A102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:58:46 ET on 11/08/2023.

## PAGE 1

The School Board of Gadsden County  
35 Martin Luther King, Jr. Boulevard  
Quincy, Florida 32351

...

Southland Contracting, Inc.  
1843 Commerce Boulevard  
Midway, Florida 32343

...

Stewart Street School HVAC Replacement  
749 S Stewart Street  
Quincy, Florida 32351

...

Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, Florida 32308

## PAGE 3

Established as follows:

...

Work will commence after all necessary materials and equipment are in possession of the Contractor, and upon notification to the Owner, will begin on the first available day as directed by the Owner

...

Not later than Three Hundred Sixty-five ( 365 ) calendar days from the date of commencement of the Work.

...

Lump Sum \$229,541.00

...

Six percent (6%).

PAGE 4

Maximum of Fifteen Percent, (15%).

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed One Hundred percent percent ( 100 %) of the standard rental rate paid at the place of the Project.

...

N/A

...

The sum of Two Hundred Dollars and Zero cents (\$200.00) for each consecutive calendar day after the established substantial date, until substantial is reached

...

N/A

...

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Three Million Eight Hundred Twenty-five Thousand Six Hundred Eighty-three Dollars (\$ 3,825,683.00 .), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

N/A

...

N/A

...

<u>Weekly Clean up &amp; Misc. Labor</u>	<u>\$75,000.00</u>
<u>Painting with Patching</u>	<u>\$25,000.00</u>
<u>Contractor Contingency</u>	<u>\$229,541.00</u>

...

N/A

PAGE 5

Project Manager

PAGE 9

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

PAGE 10

Ten Percent (10%)..

...

General Conditions, Performance & Payment Bonds, G/L Insurance  
**PAGE 11**

N/A

...

N/A  
**PAGE 12**

N/A

...

Litigation in a court of competent jurisdiction  
**PAGE 13**

Total Contractor Fee

...

Brenton Hudson  
Facilities Director  
805 S Stewart Street  
Quincy, Florida 32351  
**PAGE 14**

See Index of Drawings      Stewart Street School, HVAC Replacement,      October 25,2022  
Bid Set

...

See Attached Table of Contents      Stewart Street School, HVAC      October 25,2022      328  
Replacement, Bid Set

...

#1      November 22, 2023      3  
#2      November 29, 2022      10

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:58:46 ET on 11/08/2023 under Order No. 4104237753 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

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(Signed)

Justin Barnett

(Title)

Construction Administrator

(Dated)

11 / 08 / 23



# EMT

# DISTRICT

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CS1.0 COVER SHEET AND INDEX OF DRAWINGS

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M2.3 BUILDING 5 - FLOOR PLANS - RENOVATION - PIPING  
M2.4 BUILDING 7 - FLOOR PLANS - RENOVATION - PIPING  
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GADSDEN COUNTY  
SCHOOL DISTRICT

STEWART STREET  
ELEMENTARY -  
HVAC  
REPLACEMENT

749 S STEWART ST,  
QUINCY, FL



Clemons, Rutherford  
& Associates Inc.

Architects  
Planners  
Interior Designers  
Construction Managers

2027 Thomasville Road  
Tallahassee, Florida 32308

(850) 385-6153  
Fax (850) 386-8420

Gregory Westmoreland Kelley  
ARC016706

CONSTRUCTION  
DOCUMENTS

SUBMITTAL

PHASE	DATE ISSUED
800 S17	06/08/09 26. 2012

The Drawings, Specifications and other documents prepared by Clemons, Rutherford & Associates, Inc. (CRA) for this project are instruments of CRA for use solely with respect to this project and, unless otherwise provided, CRA shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies of CRA's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. CRA's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to CRA.

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# Cost Estimate

Stewart Street Elementary School HVAC Replacement

ItemCode	Description	Lab.Total	Mat.Total	Sub.Total	Eqp.Total	Eqp.Rent.Tot	OtherTotal	TotalCost
<b>Alternates Blank</b>								
<b>01 General requirements</b>								
01310.085	Senior project manager	44,544.00					3,696.00	48,240.00
01310.108	Superintendent	88,305.00					10,500.00	98,805.00
01310.141	Clerk							
01520.121	Portable toilets - Monthly Rental (Add Weekly Cleaning Fee)						2,250.00	2,250.00
01520.220	Drawing printing and purchase allowance		241.88					241.88
01520.251	Construction cellular phones						5,440.00	5,440.00
01560.210	Temporary Baracades							1,000.00
01705.000	Final Cleaning			13,134.90				13,134.90
01740.099	Weekly Clean Up & Misc Labor Allowance	75,000.00						75,000.00
01740.125	Dumpsters					5,000.00		5,000.00
01740.126	Construction Waste Dump Fee						2,000.00	2,000.00
** Total 01 General requirements		207,849.00	241.88	13,134.90		5,000.00	23,886.00	251,111.78
<b>09 Finishes</b>								
09510.000	Acoustical Ceilings			227,550.00				227,550.00
09900.000	Painting with Patching			25,000.00				25,000.00
** Total 09 Finishes				252,550.00				252,550.00
<b>23 HVAC</b>								
23000.000	Mechanical Quote			1,990,475.00				1,990,475.00
** Total 23 HVAC				1,990,475.00				1,990,475.00
<b>26 Electrical</b>								
26000.000	Electrical Quote			771,786.00				771,786.00
** Total 26 Electrical				771,786.00				771,786.00
* Total Alternates Blank		207,849.00	241.88	3,027,945.90		5,000.00	23,886.00	3,265,922.78
Total Gross Cost		207,849.00	241.88	3,027,945.90		5,000.00	23,886.00	3,265,922.78

Southland Contracting, Inc.  
1843 Commerce Boulevard  
Midway, Florida 32343  
850-562-8278

9/11/2023

### Estimate Summary

Category	Amount	Percent
Labor	\$143,344	4.48%
Material	\$225	0.01%
Equipment	\$0	0.00%
Subcontract	\$3,027,946	94.58%
Temp. Material	\$1,000	0.03%
Equip. Rental	\$5,000	0.16%
Other	\$23,886	0.75%
<b>Net Cost</b>	<b>\$3,201,401</b>	
Payroll Burden	\$64,505	45.00%
Sales Tax	\$17	7.50%
<b>Subtotal</b>	<b>\$3,265,923</b>	
Contractor Mark UP	\$229,541	6.00%
Contingency	\$229,541	6.00%
P&P Bond	\$35,641	0.93%
G/L Insurance	\$65,037	1.70%
<b>Total Estimate</b>	<b>\$3,825,683</b>	



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 9c

**DATE OF SCHOOL BOARD MEETING:** November 21, 2023

**TITLE OF AGENDA ITEM:** Purchase Order Request for B & T Fencing, Inc.

**DIVISION:** Facilities

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

**PURPOSE AND SUMMARY OF ITEM:** This request is for School Board approval of a purchase order in the the amount of \$35,693.13 for B & T Fencing, Inc. This would be for the installation of new fencing to secure around the new playground equipment serving Quincy Area 3s. This quote is for \$5,364.38. The second location is for fencing around the rear of the open field area and one gate at Stewart Street Elementary. This quote is for \$30,328.75. The service and material pricing is through a contract awarded to B & T Fencing, Inc. from the Panhandle Area Educational Consortium (PAEC) – Contract #21-329. Attached are the following: PAEC RFP #21-13, response to RFP from B & T Fencing, PAEC contract current renewal letter, quote for Quincy Area 3s and quote for Stewart Street Elementary.

**FUND SOURCE:** Head Start/Safety & Security Grant

**AMOUNT:** \$35,693.13

**PREPARED BY:** Brenton Hudson *BEH*

**POSITION:** Director of Facilities

---

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

NA Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered NA

CHAIRMAN'S SIGNATURE: page(s) numbered NA

REVIEWED BY: *[Signature]*

# Request for Proposal

## Fencing and Related Products

Proposals Due: March 30, 2021

No later than 4:00 p.m. CT

RFP #21-13



**Panhandle Area Educational Consortium**  
**—PURCHASING AGENCY—**

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Section 1- Background and Project Overview

Section 2- Terms and Conditions

Section 3- Vendor Profile and Experience Requirements

Section 4- Scope/Statement of Work

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# Attachments

Attachment 1- Quality Requirement Form

Attachment 2- Reference Sheet

Attachment 3- Florida Buy State Cooperative Purchasing Membership Acknowledgement Form

Attachment 4- Pricing Sheet

Attachment 5- Questionnaire

Attachment 6 - Contract Offer and Award Letter

Attachment 7- Proposal Checklist

Attachment 8- Evaluation Matrix

Attachment 9- Affidavit of Non-Collusion

Attachment 10- EDGAR Compliance Form

## Section 1 – Background and Project Overview

- A. The Panhandle Area Educational Consortium (PAEC) is an organization created by Florida statutes to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 14 school superintendents in Walton, Washington, Holmes, Jackson, Gadsden, Jefferson, Madison, Taylor, Wakulla, Franklin, Gulf, Calhoun, Liberty and Florida A and M DRS. The Washington County, Florida School District is the fiscal agent for the consortium. The consortium works with the districts on several initiatives including purchasing and does so through the ***PAEC Florida Buy State Cooperative Purchasing*** program. The program was created exclusively to serve the needs of member and participating school districts which include all 67 school districts in Florida as well as all public, private, and charter schools. The services and the commodities awarded through the program are also made available to public colleges, universities, cities, counties, state agencies, and non-profit organizations.
- B. In 2016, the Florida Legislature recognized the authority of “***Cooperative State Purchasing Programs managed through Regional Consortium Service Organizations***” (RCSO) to serve as an option for the purchase of “*commodities and contractual services*” for district school boards and the Florida College System. The law, **F.S. 1010.04 (1) (b)** requires such institutions “*to review pricing through state term contracts*” or RCSO. Of the three RCSO’s in Florida, PAEC Florida Buy State Cooperative Purchasing is the only such program offering a state-wide purchasing option.
- C. The North East Florida Educational Consortium (NEFEC) and Heartland Educational Consortium (HEC) partner with the Florida Buy State Cooperative Purchasing program to extend the discounted products and services to schools, school districts, and other eligible entities in their regional educational consortiums.
- D. The PAEC Florida Buy State Cooperative Purchasing program is seeking to receive proposals to establish a contract to furnish fencing and related products to public and non-profit entities wishing to purchase products through the PAEC Florida Buy State Cooperative Purchasing program. Respondents should offer a catalog of fencing products designed to secure schools, sports fields, government buildings, colleges, non-profit organizations, and other eligible entities and to control access and improve safety in designated areas. The catalog should also cover multiple selections of decorative or ornamental fencing suitable for public spaces.
- E. It is the intention of the PAEC Florida Buy State Cooperative Purchasing Program to provide a comprehensive competitively solicited master agreement offering products and services to public agencies and other eligible entities in multi-county regions of Florida. The objective is to achieve cost savings through a single competitive solicitation process that eliminates the need for multiple proposals while combining the purchasing power of multiple sources and reducing the administrative costs to both vendor partners and eligible buyers.

## Section 2 – Terms and Conditions

- A. Delivery Date: Written responses must be delivered **no later than 4:00 p.m. CT on March 30, 2021. The respondent/s will provide one original and four copies to:**  
**Tori Baxley**  
**Panhandle Area Educational Consortium**  
**753 West Boulevard**  
**Chipley, Florida 32428**

B. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name, and address of the company responding. All packages must be clearly identified as listed below, sealed, and delivered to the Panhandle Area Educational Consortium office no later than the submittal deadline assigned for this solicitation. **Proposals received after this date will be rejected.**

From \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Solicitation Name and Number \_\_\_\_\_

- C. Questions regarding this RFP will be submitted in writing to Tori Baxley at [tori.baxley@paec.org](mailto:tori.baxley@paec.org). The last day for questions will be March 9, 2021. The questions along with responses will be compiled and maintained in a folder under this announcement on the Florida Buy State Cooperative Purchasing website at [www.floridabuy.org](http://www.floridabuy.org).
- D. All terms and conditions may be modified and revised by Florida Buy State Cooperative Purchasing with the written consent of both the Cooperative and the Awardee.
- E. Florida Buy State Cooperative Purchasing, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.
- F. Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.
- G. No delegation of any duty of the Contractor shall be assigned without prior written permission of Florida Buy State Cooperative Purchasing.
- H. If the original Vendor/Contractor sells or transfers all assets and interests or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract.
- I. Florida Buy State Cooperative Purchasing reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.
- J. The Awardee, may, upon entering negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.
- K. The contract will be in effect for three years from the date the award is executed with the option to renew for two subsequent years. Pricing must remain fixed during the first year of the agreement



with options for adjustments on the anniversary of subsequent year renewals. However, the percentage discount will remain the same throughout the duration of the agreement.

### Section 3 – Vendor Profile and Experience Requirements

- A. Provide a cover letter outlining the specific experience and qualifications listed below:
1. Experience providing fencing to schools, governmental entities, and non-profit organizations.
  2. Experience in evaluating, consulting, and providing appropriate product recommendations to meet customer needs and expectations.
  3. Experienced staff with appropriate licensing and credentials to perform all work associated with the installation of fencing.
  4. Experience in management for large scale projects.
  5. Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements in Attachment 1 and submit it with your completed bid. The PAEC Florida Buy State Cooperative Purchasing program will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2, 3, 4, 5 or failure to respond to the Quality Requirements in Attachment 1 will disqualify the respondent from the RFP and the entry will be deemed unresponsive.**
  6. Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certification.
- B. The vendor will provide a minimum of three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the Respondent. **Please use Attachment 2** provided with this solicitation.
- C. Include a cover letter to your response that includes a statement that you have read and understood the RFP and are able to provide the services requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities. **Complete the questionnaire in attachment 5.**

### Section 4- Scope-Statement of Work

- A. The Florida Buy State Cooperative Purchasing program is seeking proposals for fencing companies to offer a catalog of products and services to government and non-profit entities. Of primary interest are regional fencing companies that can serve Walton, Holmes, Washington, Jackson, Gadsden, Jefferson, Madison, Taylor, Wakulla, Franklin, Gulf, Calhoun, and Liberty Counties in Northwest and North Florida. We are also seeking proposals from companies that can service regional areas

in North East Florida, particularly Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee, and Union Counties and in the Heartland region in south central Florida particularly Desoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties.

As a state-wide cooperative, Florida Buy State Cooperative Purchasing will consider all regional proposals as long as multiple counties can be served. County service areas should be adequately described in the proposal.

The primary purpose of the Request for Proposals is to seek fencing companies that can supply products to enhance the security, safety, and aesthetics of public properties including schools, parks, government buildings, and other areas where access is restricted or controlled.

Florida Buy State Cooperative Purchasing will likely offer multiple awards.

## B. Specifications

1. The catalog of services or products shall include but not limited to:
  - a. Multiple heights of fencing, including chain link fencing, constructed with multiple options of material to include, galvanized, aluminum of different gauges, permacoat or polymer coatings with color options, and other rust resistant finishes. Industrial steel fencing with 1” pickets, and a variety of wood fencing.
  - b. Associated hardware, fasteners, posts, concrete, and all other materials necessary to professionally install fencing.
  - c. Durable chain link fabric for both aesthetics, privacy, and wind control and pulled tightly with a tension bar at each end of fence section with color options.
  - d. Fencing options should include variety for multiple purposes such as security, athletic fields, stadium, perimeter, a variety of standard gate options including retractable gates for manual or automatic operation.
  - e. Services and solutions offered should integrate with existing security systems.
  - f. Other types of fencing such as wrought iron, vinyl, wood, bamboo, and farm fencing can be included in the catalog of products offered.

## C. Installation

1. Installation shall be performed by certified installers and in compliance with state and local codes.
2. The times and dates of installation shall be at the sole discretion of the purchaser.
3. Installation and material costs shall be submitted in advance of work.

## Section 5- General Conditions

- A. The following conditions shall be adhered to:
1. The Contractor shall endeavor to provide a safe, healthful, and productive work environment for its employees by supporting maintenance of a Drug-Free Workplace as defined by the Florida Drug-Free Workplace Act, Florida Statute 112.0455.
  2. Occupational Health and Safety Administration (OSHA) standards must be in compliance.
  3. The Contractor shall assure that its employees have received the necessary safety equipment required for the work described by the Contract Document. Personnel must be trained in the hazards associated with installation of electrical generating systems and provide appropriate personal protection and work procedures to minimize these exposed to employees and building occupants.
  4. The Contractor shall always maintain a copy of all current Material Safety Data Sheet (MSDS) documentation and safety certifications at the site, as well as comply with all other site documentation requirements of the OSHA programs and this specification.
  5. The Contractor shall adequately protect the client's property and shall be responsible for the cost arising out of any damage or injury due to neglect.
  6. Employees, installers, or any other personnel involved with the project, while working on school campuses, will be subject to and must be in compliance with the Jessica Lunsford Act as described in Florida Statutes 1012.465.
  7. Contractor must provide insurance certification reflecting coverage for worker's compensation, applicable to the state law, commercial general liability for bodily injury and property damage with limits not less than \$1,000,000 single limit per occurrence or required by entities utilizing the Florida buy State Cooperative Purchasing contract. The certifications must also provide evidence of coverage for not less than \$1,000,000 automobile liability for bodily injury and property damage.
  8. Eligible entities utilizing the contract may request verification of insurance amounts exceeding those contracts contained in the documents submitted. If requested, these documents will be required to be submitted prior to the commencement of work.

## Section 6- Warranty

- A. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.
- B. **Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and

related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

### **Section 7-Pricing**

- A. A separate pricing sheet is attached and shall be completed by the respondent. The respondent must submit a percentage discount from catalog pricing. **Attachment 4 must be completed.**
- B. It is expected and understood that the pricing offered under this award is compatible with the lowest unit rates available under any other cooperative agreement utilized by the awardee.
- C. Please list any other contracts and the pricing formulas for any other contracts you possess with other purchasing cooperatives or agencies. (See **Attachment 5, number 20.**)
- D. Pricing will be based off a percentage discount from Manufactures Retail Price (MSRP) or public list pricing and cover the cost of both materials, installation, and cleanup. Respondent must provide verifiable evidence to support the discount compared to list pricing.

### **Section 8- Agreement to Participate in the Panhandle Area Educational Consortium's Florida Buy State Cooperative Purchasing Program.**

- A. The Awardee/Contractor agrees to sign a Florida Membership acknowledgement form with Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to PAEC on a quarterly basis. The contractor will be provided a template for reporting sales and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. PAEC extends the authority for the contractor to use the contract for eligible entities outside of Florida provided PAEC is paid the 2% administrative fee.
- B. The Florida Buy State Cooperative Purchasing will promote the products and services consistent with all other entities enrolled and contracted through the program and provide information on [www.floridabuy.org](http://www.floridabuy.org) which will contain general information about the services performed along with contact information of the awardee.
- C. The Awardee/Contractor will provide any state, county, special district, local government, school district, private K-12 school, charter school, technical or vocational school, higher education institution, (including community colleges, colleges and universities, both public and private), other government agencies, non-profit organizations, and other eligible entities under contract to perform services on behalf of an eligible entity that is required contractually to follow state procurement regulations, with the option to purchase at the same terms, conditions, and pricing submitted with this proposal. It is further understood that the Florida Buy State Cooperative Purchasing, as the awardee, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the aforementioned entities.
- D. The Awardee/Contractor shall **sign an acknowledgement form (Attachment 3)** stating full understanding of the relationship between the respondent and the Florida Buy State Cooperative Purchasing program.

## Section 9- Method of Evaluation and Selection

- A. Responses will be weighed on the experience and references provided.
- B. The Contractor will be evaluated on the capacity in which the scope of work and specifications can be performed as well as the quality of the workers who perform the work.
- C. The Contractor will be evaluated based on warranty information.
- D. The Contractor will be evaluated based on certifications and compliance with national standards.
- E. The Contractor will be evaluated based on the variety products/services offered.
- F. The Contractor will be evaluated by the lowest prices offered based on the standards established in the scope of work and the greatest discounts offered.
- G. The RFP will be opened as soon as possible following the deadline, organized, and distributed to four evaluators consisting of at least one member of the purchasing staff and at least two reviewers from other departments or school districts. The reviews will be conducted independently and not in conjunction with other reviewers. The award will be based on the average number of points that are submitted by each independent evaluator.

## Section 10- Florida Buy State Cooperative Purchasing Rights to Withdraw

- A. Florida Buy State Cooperative Purchasing reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all the Respondents are qualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarding any contract for services; and/or to exclude any or all Respondents from inclusion in any Request for Proposals, or any other form of solicitation for the provision of the services.
- B. Florida Buy State Cooperative Purchasing reserves the right to request clarification on any response to the RFP.
- C. Florida Buy State Cooperative Purchasing reserves the right to award multiple vendors.

## Section 11-Additional Information

- A. Florida Buy State Cooperative Purchasing reserves the right to accept modification and clarifications of the responses when Florida Buy State Cooperative Purchasing determines such action would be in the best interest of Florida Buy State Cooperative Purchasing. Florida Buy State Cooperative Purchasing further reserves the right to waive any non-conformity in a response.
- B. Questions regarding the RFP should be address to Larche Hardy at [tori.baxley@paec.org](mailto:tori.baxley@paec.org). **The last day for questions will be March 9, 2021. In the subject line, please write: Questions regarding RFP #21-13.** Responses will be posted along with the questions on our website at [www.floridabuy.org](http://www.floridabuy.org).

- C. Florida Buy State Cooperative Purchasing prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.
- D. Contractor and staff will be required to comply with Florida laws (Jessica Lunsford Act under Section 1012.465, 1012.467, and 1012.468 Florida Statutes) requiring background checks for workers performing tasks on school campuses.
- E. Sign the **Contract Offer and Award Letter (attachment 6)** and include it with your response.

### Section 12-Proposal Format

- A. Responses must be provided in a three-ring binder or report cover using **8.5 x 11 paper** clearly identified with the name of the Respondent's company and the solicitation name and number on both the outside front cover and vertical spine. Type set should be **Times New Roman 12pt**. All responses should be delivered using standard carriers or hand delivered. **No electronic submissions (e-mail) will be accepted.**
- B. Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. Tabs should be used to separate the proposal into sections. Must include an electronic version of your response on a CD or flash drive.

### Section 13- Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation

- A. Florida Buy State Cooperative Purchasing may terminate the agreement with the awarded respondent/s if awardee/s have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Furthermore, Florida Buy State Cooperative Purchasing reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term, or condition of the contract.
- B. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

### Section 14- Timetable for Response

- A. Florida Buy State Cooperative Purchasing anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at Florida Buy State Cooperative Purchasing's sole discretion.
  1. RFP advertised and released February 22, 2021.
  2. Last day for questions: **March 9, 2021**
  3. Response deadline: **March 30, 2021**



Award information will be made available to school districts and municipalities as soon as possible after the review, evaluation, and award via the Florida Buy State Cooperative Purchasing web page at [www.floridabuy.org](http://www.floridabuy.org).

**Panhandle Area Educational Consortium  
PAEC Florida Buy State Cooperative Purchasing Agency**

**QUALITY REQUIREMENT FORM**

**Attachment 1**

Quality Requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please complete the Quality Requirement form and submit it with your response. This form **MUST** be submitted with your response.

<b>Quality Requirements</b>		<b>Yes</b>	<b>No</b>
1	Minimum of 5 years of experience in providing multiple options for fencing.		
2	Minimum of 5 years working with schools, universities, and other public facilities.		
3	The Respondent has clearly demonstrated that the company has the staff with the skills and certifications necessary to install and supply chain link fencing and other fencing products.		
4	The Respondent has provided evidence that the products offered comply with the most current standards.		
5	The Respondent has provided a list of references that will attest to the quality of the work performed.		
6.	The Respondent has provided evidence of all required licenses, including certification in any relevant construction, or fencing installation codes as well as those necessary to conduct business in the State of Florida.		
7.	The Respondent has provided a statement regarding the warranty for the products and services sold under the contract.		

**Attachment 2  
Reference Form**

Respondent: \_\_\_\_\_

**Provide references from no less than three (3) schools, school districts, or other eligible entities.**

Reference \_\_\_\_\_ Contact \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference \_\_\_\_\_ Contact \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference \_\_\_\_\_ Contact \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

Email: \_\_\_\_\_

Description and date(s) of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachment 3- Florida Buy State Cooperative Purchasing Membership Acknowledgement Form**

I fully understand and agree that an award of the RFP requires enrollment in the PAEC Florida Buy State Cooperative Purchasing and a 2% Administrative Fee for sales generated off this contract will be paid quarterly to PAEC, along with a sales report (a template of which will be provided by Florida Buy State Cooperative Purchasing) for contract management, marketing, and facilitation of this agreement. The fees will be based off the actual amount invoiced to the entity utilizing the contract and the 2% fee is not to be added to the invoice or otherwise passed to any entity choosing to use this agreement.

I fully understand that the award and contract are approved by a single governmental entity, the Washington County, Florida School District as PAEC’s fiscal agent (and lead agency), and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, all other governmental entities and other entities contractually performing work on behalf of an eligible entity provided all state and local public procurement regulations are followed).

I also understand that the contract/agreement may be utilized for eligible entities outside of the state of Florida provided it is allowed under such state’s procurement laws and under the same terms and conditions of this agreement.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Attachment 4- Pricing Sheet-PAEC Florida Buy State Cooperative Purchasing Program  
Chain Link Fencing  
General Comparison Worksheet**

Please use this worksheet to list pricing proposals. It may be expanded to add other options/products, but the format should remain the same. This is for comparative analysis only.

<b>Company Name:</b>						
	<b>Commercial Grade Chain Link Fencing</b>	<b>Quantity</b>	<b>Labor</b>	<b>MSRP or List Price</b>	<b>Contract Price</b>	<b>Percentage Discount</b>
A	9 ga. Fabric and galvanized steel posts. 17 ga steel rails. Include cost of waste overage, material for repair and local delivery.	106 Linear ft.	Basic labor to install, layout post locations, dig holes up to 3ft deep. Install 6ft chain link fabric between post. Price should include planning, equipment and material, acquisition, area prep, setup, and cleanup			
B	Same as above	Same as above	8ft. Chain link fabric and post, etc.			
C	Same as above	Same as above	10ft. Chain link fabric and post, etc.			
D.	Same as above except with rubberized coating	Same as above	8 ft Chain link, fabric, post, with rubberized coating			
E.	Same as above except with rubberized coating	Same as above	10 ft Chain link, fabric, post, with rubberized coating			

## Attachment 5 – Questionnaire

**Instructions.** Please complete the questionnaire below by placing your company's answers in the correlating response column.

Responding Company's Name:	
Instructions: For those responding to the RFP, please respond to the questions below.	
Question	Response
1. As you envision it, what is your company's role in this partnership? Please include sales and marketing strategies.	
2. Does your company have the capability to provide training seminars?	
3. How many staff members are dedicated to customer service?	
4. Describe your company's ordering process and what methods can be used by members to place or create orders?	
5. Does your company offer online ordering?	
6. Does your company have regional sites around Florida and equipped for rapid response if desired by a customer?	
7. Please explain the process of responding to a work order.	
8. What are your payment terms?	
9. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card?	
10. Does your company offer any prompt payment discounts? If so, please describe.	
11. Does your company require a minimum order? If so, what are your minimum order requirements? If the minimum is not met, what surcharge would you assess?	
12. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services.	
13. Does your company assess fuel surcharges for responses? If so, what is the charge?	
14. At times there are issues with service? Please describe your process for addressing these issues.	



<p>15. State your company's process for handling dissatisfied customers.</p>	
<p>16. State your company's process for introducing new products to the list of services you offer.</p>	
<p>17. Would your company consider a dedicated inside sales representative that would be familiar with the Florida Buy State Cooperative Purchasing contract/program and our membership, be empowered to handle situations as a regular sales account representative would, and be available for quick responses to member inquiries and questions?</p>	
<p>18. Would your company be willing to work with each of the Florida regions on sending/ mailing out printed material to members?</p>	
<p>19. Please describe what your company envisions as a 30-day roll-out and marketing plan. Do you believe your company has enough staff that will be dedicated to the Florida Buy State Cooperative Purchasing to ensure a successful roll-out in a timely, well communicated, responsive fashion?</p>	
<p>20. Please list the contracts your company currently holds that may compete directly with the PAEC Florida Buy State Cooperative Purchasing program and describe how you will position the Florida Buy State Cooperative Purchasing program versus other contracts.</p> <p>If other contracts are available, is the Florida Buy State Cooperative Purchasing pricing the same or lower than pricing offered under your existing contracts?</p> <p>If other contracts are available, please describe the process PAEC Florida Buy State Cooperative Purchasing would need to take to transition a current purchaser who requests to utilize our program/contract instead of their current contract.</p>	
<p>21. How would you educate your sales representatives on the strengths of our contract?</p> <p>Would sales representatives be willing to conduct on-site visits with cooperative staff to members to explain the benefits of the Florida Buy State Cooperative Purchasing Program?</p>	
<p>22. Please describe your marketing plan to reach and connect with our members in Florida. Please note what touch points and connection those members have with sales representatives.</p>	
<p>23. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.</p>	

**Attachment 6-Contract Offer and Award**

**RFP #21-13**

**Chain Link Fencing**

**OFFER TO BE COMPLETED BY VENDOR**

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the PAEC Florida Buy State Cooperative Purchasing as stated in the evaluation section, will be a consideration in making the award.

This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the PAEC Florida Buy State Cooperative Program,

Company Name: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contract Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD AGENCY OF PAEC FLORIDA BUY STATE COOPERATIVE PURCHASING**

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on May 10, 2021. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Offeror, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Agency Executive: John T. Selover, Executive Director, PAEC: Signature \_\_\_\_\_ Date \_\_\_\_\_

PAEC BD April 21, 2021  
WCSB May 10, 2021

**Attachment 7- Proposal Checklist**

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version (CD or portable Drive) of their proposal as well as four written copies by the due date and time listed in the RFP by standard mail (USPS, Fed X, UPS, or in person. Written submissions must follow the format listed in the RFP which is 12-point Times New Roman font. Submission made via email will be rejected.

Please take a moment and review the checklist provided and ensure all the required documents have been included with your submission.

Your proposal should include the following:

- \_\_\_\_\_ Narrative outlining capabilities, past experience in providing and installing fencing products, and complete information relative to and addressing the scope and specifications.
- \_\_\_\_\_ Vendor Information which includes corporate officers, mailing address.
- \_\_\_\_\_ Information regarding current licenses, registrations and certifications issued by federal, state, and local agencies.
- \_\_\_\_\_ Information regarding certifications
- \_\_\_\_\_ Description of which districts your company can service.
- \_\_\_\_\_ Attachment 1- Quality Requirement Form
- \_\_\_\_\_ Attachment 2- Reference Sheet
- \_\_\_\_\_ Attachment 3- Participation in the PAEC Florida Buy State Cooperative Purchasing Program.
- \_\_\_\_\_ Attachment 4- Pricing Sheet
- \_\_\_\_\_ Attachment 5- Questionnaire
- \_\_\_\_\_ Attachment 6- Contract Offer and Award
- \_\_\_\_\_ Attachment 7- Proposal Checklist
- \_\_\_\_\_ Attachment 9- Signed Non-Collusion Affidavit
- \_\_\_\_\_ Attachment 10- Signed EDGAR form

**Attachment 8-  
RFP #18-09 Chain Link Fencing  
Evaluation Matrix**

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Vendor A</b>	<b>Vendor B</b>	<b>Vendor C</b>	<b>Vendor D</b>
<b>Completeness of Response to RFP (Pass/Fail)</b>					
ALL required schedules, forms and informational items have been submitted.	<b>Pass/Fail</b>				
<b>A. Quality of Response</b>	<b>35 Points</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
The respondent has all the required license and certifications required to do business in Florida.	<b>0-2</b>				
Minimum of 5 years of experience in the sales and installation of chain link fencing.	<b>0-5</b>				
The Respondent has provided evidence that installers have been trained in all applicable standards and building codes.	<b>0-5</b>				
The Respondent has clearly demonstrated that the company has the capacity, inventory and variety of products to satisfactorily provide options for fencing, gates (both manual and automatic), and has the capacity to manage both small- and large-scale projects.	<b>0-23</b>				
<b>B. Previous Experience</b>	<b>5 Points</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Respondent has provided evidence of experience in working with public entities.	<b>0-2.5</b>				
The respondent has provided evidence of at least three references willing to offer comments relative to the experience of working with the company or individual.	<b>0-2.5</b>				
<b>C. Pricing/Warranty</b>	<b>30 Points</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
The relative ranking of this contractor's pricing and warranty proposal compared to other RFP submissions based on information provided on Attachment 4 and Section 6.	<b>0-30</b>				
<b>D. Regional/State Use of Contract-Marketing</b>	<b>10 Points</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
The extent to which the respondent has demonstrated the ability to provide products and services to eligible customers in multi-county districts in Florida.	<b>0-5</b>				
The extent to which the respondent has a marketing plan and willingness to execute it.	<b>0-5</b>				
<b>E. Contract Terms &amp; Conditions</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
The extent to which the respondent has provided the required documents, adherence to formatting, and met all the terms and conditions outlined in the proposal.	<b>0-10</b>				
Comparative analysis of questionnaire and participation in the Florida Buy State Cooperative Purchasing program (attachment 3 and 5).	<b>0-10</b>				
<b>TOTAL</b>	<b>100 Points</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Attachment 9  
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the **Chain Link Fencing** Request for Proposals requested by the Panhandle Area Educational Consortium (PAEC) Florida Buy State Cooperative Purchasing, has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Representative (Please Print) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## Attachment 10

### RFP #21-13 Uniform Guidance "EDGAR" Certification

## 2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All vendors submitting proposals must complete this EDGAR Certification form regarding the vendor's willingness and ability to comply with certain requirements which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, Florida Buy State Cooperative Purchasing will consider and may list the response, as the vendors is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

### 1. Violation of Contract Terms and Conditions

Provisions regarding vendor default are included in Florida Buy's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as Florida Buy's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

### 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not year provided as the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency's provision shall control.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

### 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and vendor agrees that it shall comply



with such provision.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**4. Davis Bacon Act**

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act(42 USC 7401-7671q.) and the Federal Water Pollution Control Act(33 USC 1251-1387), as amended, contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the vendor is not current listed and further agrees to immediately notify Florida Buy State Cooperative Purchasing and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under stat statutory or regulatory authority other than Executive Order 12549.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require confirming estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with Florida Buy State Cooperative Purchasing.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

**12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements.

Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Personnel

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_



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Panhandle Area Educational Consortium  
753 West Boulevard  
Chipley, FL  
32348

Mr. Hardy,

B&T fencing is a full-service fencing contractor that is located in Tallahassee, FL and has been in business for over 20 years since our founding in 1999. Our company has been installing products for schools, military, state and national parks and many other government agencies since our founding.

We are members of the American Fence Association in good standing, and we hold a full General Contractors license for the state of Florida. The owner of B&T Fencing was honored by Governor Rick Scott with the business ambassador award in 2016.

B&T Fencing currently has 12 full time crews and a customer support team of 12 that are here to serve all our customers needs. In 2020 we expanded and opened a branch in Daphne, AL.

# Request for Proposal

## Fencing and Related Products

Proposals Due: March 30, 2021  
No later than 4:00 p.m. CT

RFP #21-13



**Panhandle Area Educational Consortium**  
**—PURCHASING AGENCY—**

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# Attachments

Attachment 1- Quality Requirement Form

Attachment 2- Reference Sheet

Attachment 3- Florida Buy State Cooperative Purchasing Membership Acknowledgement Form

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Attachment 8- Evaluation Matrix

Attachment 9- Affidavit of Non-Collusion

Attachment 10- EDGAR Compliance Form

## Section 1 – Background and Project Overview

- A. The Panhandle Area Educational Consortium (PAEC) is an organization created by Florida statutes to serve the small, rural school districts in the Florida Panhandle. The Consortium is governed by the 14 school superintendents in Walton, Washington, Holmes, Jackson, Gadsden, Jefferson, Madison, Taylor, Wakulla, Franklin, Gulf, Calhoun, Liberty and Florida A and M DRS. The Washington County, Florida School District is the fiscal agent for the consortium. The consortium works with the districts on several initiatives including purchasing and does so through the *PAEC Florida Buy State Cooperative Purchasing* program. The program was created exclusively to serve the needs of member and participating school districts which include all 67 school districts in Florida as well as all public, private, and charter schools. The services and the commodities awarded through the program are also made available to public colleges, universities, cities, counties, state agencies, and non-profit organizations.
- B. In 2016, the Florida Legislature recognized the authority of “*Cooperative State Purchasing Programs managed through Regional Consortium Service Organizations*” (RCSO) to serve as an option for the purchase of “*commodities and contractual services*” for district school boards and the Florida College System. The law, F.S. 1010.04 (1) (b) requires such institutions “*to review pricing through state term contracts*” or RCSO. Of the three RCSO’s in Florida, PAEC Florida Buy State Cooperative Purchasing is the only such program offering a state-wide purchasing option.
- C. The North East Florida Educational Consortium (NEFEC) and Heartland Educational Consortium (HEC) partner with the Florida Buy State Cooperative Purchasing program to extend the discounted products and services to schools, school districts, and other eligible entities in their regional educational consortiums.
- D. The PAEC Florida Buy State Cooperative Purchasing program is seeking to receive proposals to establish a contract to furnish fencing and related products to public and non-profit entities wishing to purchase products through the PAEC Florida Buy State Cooperative Purchasing program. Respondents should offer a catalog of fencing products designed to secure schools, sports fields, government buildings, colleges, non-profit organizations, and other eligible entities and to control access and improve safety in designated areas. The catalog should also cover multiple selections of decorative or ornamental fencing suitable for public spaces.
- E. It is the intention of the PAEC Florida Buy State Cooperative Purchasing Program to provide a comprehensive competitively solicited master agreement offering products and services to public agencies and other eligible entities in multi-county regions of Florida. The objective is to achieve cost savings through a single competitive solicitation process that eliminates the need for multiple proposals while combining the purchasing power of multiple sources and reducing the administrative costs to both vendor partners and eligible buyers.

## Section 2 – Terms and Conditions

- A. Delivery Date: Written responses must be delivered no later than 4:00 p.m. CT on March 30, 2021. The respondent/s will provide one original and four copies to:  
Tori Baxley  
Panhandle Area Educational Consortium  
753 West Boulevard  
Chipley, Florida 32428

- B. Mailing of Proposals: All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name, and address of the company responding. All packages must be clearly identified as listed below, sealed, and delivered to the Panhandle Area Educational Consortium office no later than the submittal deadline assigned for this solicitation. **Proposals received after this date will be rejected.**

From Ed Grause  
Company B & T Fencing, Inc.  
Address 5159 Woodlane Circle  
City, State, Zip Tallahassee, FL 32303  
Solicitation Name and Number \_\_\_\_\_

- C. Questions regarding this RFP will be submitted in writing to Tori Baxley at [tori.baxley@paec.org](mailto:tori.baxley@paec.org). The last day for questions will be March 9, 2021. The questions along with responses will be compiled and maintained in a folder under this announcement on the Florida Buy State Cooperative Purchasing website at [www.floridabuy.org](http://www.floridabuy.org).
- D. All terms and conditions may be modified and revised by Florida Buy State Cooperative Purchasing with the written consent of both the Cooperative and the Awardee.
- E. Florida Buy State Cooperative Purchasing, at its discretion, may offer the use of the awarded agreement to governmental entities such as state agency purchasing programs, to extend the use of the contract to eligible users. This option will be referred to as an Interlocal Agreement. Under such conditions, the participating agency may, with written consent from the Awardee, modify and revise the terms and conditions of the master agreement.
- F. Other state and public agency purchasing program agreements may require additional administrative fees, associated with sales, to be paid by the Awardee for the management of the contract. The Awardee will be notified in writing and will have the option of accepting or rejecting the Interlocal Agreement program fees.
- G. No delegation of any duty of the Contractor shall be assigned without prior written permission of Florida Buy State Cooperative Purchasing.
- H. If the original Vendor/Contractor sells or transfers all assets and interests or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract.
- I. Florida Buy State Cooperative Purchasing reserves the right to reject the acquiring person or entity as a Vendor/Contractor. A change of name agreement will not change the contractual obligations of the Vendor/Contractor.
- J. The Awardee, may, upon entering negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rates established in the pricing portion of this agreement.
- K. The contract will be in effect for three years from the date the award is executed with the option to renew for two subsequent years. Pricing must remain fixed during the first year of the agreement

with options for adjustments on the anniversary of subsequent year renewals. However, the percentage discount will remain the same throughout the duration of the agreement.

### **Section 3 – Vendor Profile and Experience Requirements**

- A. Provide a cover letter outlining the specific experience and qualifications listed below:
1. Experience providing fencing to schools, governmental entities, and non-profit organizations.
  2. Experience in evaluating, consulting, and providing appropriate product recommendations to meet customer needs and expectations.
  3. Experienced staff with appropriate licensing and credentials to perform all work associated with the installation of fencing.
  4. Experience in management for large scale projects.
  5. Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements in Attachment 1 and submit it with your completed bid. The PAEC Florida Buy State Cooperative Purchasing program will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1, 2, 3, 4, 5 or failure to respond to the Quality Requirements in Attachment 1 will disqualify the respondent from the RFP and the entry will be deemed unresponsive.**
  6. Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certification.
- B. The vendor will provide a minimum of three references from schools, school districts, colleges, universities, or other eligible entities that have utilized services provided by the Respondent. **Please use Attachment 2** provided with this solicitation.
- C. Include a cover letter to your response that includes a statement that you have read and understood the RFP and are able to provide the services requested. Your letter should note any exceptions and must be signed by the individual who will have overall responsibility and accountability for all services to be provided. Provide a brief description of your company and its capabilities. **Complete the questionnaire in attachment 5.**

### **Section 4- Scope-Statement of Work**

- A. The Florida Buy State Cooperative Purchasing program is seeking proposals for fencing companies to offer a catalog of products and services to government and non-profit entities. Of primary interest are regional fencing companies that can serve Walton, Holmes, Washington, Jackson, Gadsden, Jefferson, Madison, Taylor, Wakulla, Franklin, Gulf, Calhoun, and Liberty Counties in Northwest and North Florida. We are also seeking proposals from companies that can service regional areas

in North East Florida, particularly Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee, and Union Counties and in the Heartland region in south central Florida particularly Desoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties.

As a state-wide cooperative, Florida Buy State Cooperative Purchasing will consider all regional proposals as long as multiple counties can be served. County service areas should be adequately described in the proposal.

The primary purpose of the Request for Proposals is to seek fencing companies that can supply products to enhance the security, safety, and aesthetics of public properties including schools, parks, government buildings, and other areas where access is restricted or controlled.

Florida Buy State Cooperative Purchasing will likely offer multiple awards.

## B. Specifications

1. The catalog of services or products shall include but not limited to:

- a. Multiple heights of fencing, including chain link fencing, constructed with multiple options of material to include, galvanized, aluminum of different gauges, permacoat or polymer coatings with color options, and other rust resistant finishes. Industrial steel fencing with 1" pickets, and a variety of wood fencing.
- b. Associated hardware, fasteners, posts, concrete, and all other materials necessary to professionally install fencing.
- c. Durable chain link fabric for both aesthetics, privacy, and wind control and pulled tightly with a tension bar at each end of fence section with color options.
- d. Fencing options should include variety for multiple purposes such as security, athletic fields, stadium, perimeter, a variety of standard gate options including retractable gates for manual or automatic operation.
- e. Services and solutions offered should integrate with existing security systems.
- f. Other types of fencing such as wrought iron, vinyl, wood, bamboo, and farm fencing can be included in the catalog of products offered.

## C. Installation

1. Installation shall be performed by certified installers and in compliance with state and local codes.
2. The times and dates of installation shall be at the sole discretion of the purchaser.
3. Installation and material costs shall be submitted in advance of work.

## Section 5- General Conditions

- A. The following conditions shall be adhered to:
  1. The Contractor shall endeavor to provide a safe, healthful, and productive work environment for its employees by supporting maintenance of a Drug-Free Workplace as defined by the Florida Drug-Free Workplace Act, Florida Statute 112.0455.
  2. Occupational Health and Safety Administration (OSHA) standards must be in compliance.
  3. The Contractor shall assure that its employees have received the necessary safety equipment required for the work described by the Contract Document. Personnel must be trained in the hazards associated with installation of electrical generating systems and provide appropriate personal protection and work procedures to minimize these exposed to employees and building occupants.
  4. The Contractor shall always maintain a copy of all current Material Safety Data Sheet (MSDS) documentation and safety certifications at the site, as well as comply with all other site documentation requirements of the OSHA programs and this specification.
  5. The Contractor shall adequately protect the client's property and shall be responsible for the cost arising out of any damage or injury due to neglect.
  6. Employees, installers, or any other personnel involved with the project, while working on school campuses, will be subject to and must be in compliance with the Jessica Lunsford Act as described in Florida Statutes 1012.465.
  7. Contractor must provide insurance certification reflecting coverage for worker's compensation, applicable to the state law, commercial general liability for bodily injury and property damage with limits not less than \$1,000,000 single limit per occurrence or required by entities utilizing the Florida buy State Cooperative Purchasing contract. The certifications must also provide evidence of coverage for not less than \$1,000,000 automobile liability for bodily injury and property damage.
  8. Eligible entities utilizing the contract may request verification of insurance amounts exceeding those contracts contained in the documents submitted. If requested, these documents will be required to be submitted prior to the commencement of work.

## Section 6- Warranty

- A. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer.
- B. **Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and



related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

### **Section 7-Pricing**

- A. A separate pricing sheet is attached and shall be completed by the respondent. The respondent must submit a percentage discount from catalog pricing. **Attachment 4 must be completed.**
- B. It is expected and understood that the pricing offered under this award is compatible with the lowest unit rates available under any other cooperative agreement utilized by the awardee.
- C. Please list any other contracts and the pricing formulas for any other contracts you possess with other purchasing cooperatives or agencies. (See Attachment 5, number 20.)
- D. Pricing will be based off a percentage discount from Manufactures Retail Price (MSRP) or public list pricing and cover the cost of both materials, installation, and cleanup. Respondent must provide verifiable evidence to support the discount compared to list pricing.

### **Section 8- Agreement to Participate in the Panhandle Area Educational Consortium's Florida Buy State Cooperative Purchasing Program.**

- A. The Awardee/Contractor agrees to sign a Florida Membership acknowledgement form with Florida Buy State Cooperative Purchasing and pay an administrative fee for sales and services generated from this contract. This fee is not to be added to the invoice of any entity choosing to use this agreement and will be equal to 2% of the invoice and be paid to PAEC on a quarterly basis. The contractor will be provided a template for reporting sales and it will include the entity using the contract, the date of service, and the savings to the school district and other eligible users. PAEC extends the authority for the contractor to use the contract for eligible entities outside of Florida provided PAEC is paid the 2% administrative fee.
- B. The Florida Buy State Cooperative Purchasing will promote the products and services consistent with all other entities enrolled and contracted through the program and provide information on [www.floridabuy.org](http://www.floridabuy.org) which will contain general information about the services performed along with contact information of the awardee.
- C. The Awardee/Contractor will provide any state, county, special district, local government, school district, private K-12 school, charter school, technical or vocational school, higher education institution, (including community colleges, colleges and universities, both public and private), other government agencies, non-profit organizations, and other eligible entities under contract to perform services on behalf of an eligible entity that is required contractually to follow state procurement regulations, with the option to purchase at the same terms, conditions, and pricing submitted with this proposal. It is further understood that the Florida Buy State Cooperative Purchasing, as the awarder, hereby grants the utilization of this agreement, as permitted by applicable law, to any of the aforementioned entities.
- D. The Awardee/Contractor shall sign an acknowledgement form (Attachment 3) stating full understanding of the relationship between the respondent and the Florida Buy State Cooperative Purchasing program.

## Section 9- Method of Evaluation and Selection

- A. Responses will be weighed on the experience and references provided.
- B. The Contractor will be evaluated on the capacity in which the scope of work and specifications can be performed as well as the quality of the workers who perform the work.
- C. The Contractor will be evaluated based on warranty information.
- D. The Contractor will be evaluated based on certifications and compliance with national standards.
- E. The Contractor will be evaluated based on the variety products/services offered.
- F. The Contractor will be evaluated by the lowest prices offered based on the standards established in the scope of work and the greatest discounts offered.
- G. The RFP will be opened as soon as possible following the deadline, organized, and distributed to four evaluators consisting of at least one member of the purchasing staff and at least two reviewers from other departments or school districts. The reviews will be conducted independently and not in conjunction with other reviewers. The award will be based on the average number of points that are submitted by each independent evaluator.

## Section 10- Florida Buy State Cooperative Purchasing Rights to Withdraw

- A. Florida Buy State Cooperative Purchasing reserves the right to withdraw this RFP notwithstanding anything contained herein to the contrary; to find that any or all the Respondents are qualified to provide the services; to reject any or all Responses, in whole or in part; to refrain from awarding any contract for services; and/or to exclude any or all Respondents from inclusion in any Request for Proposals, or any other form of solicitation for the provision of the services.
- B. Florida Buy State Cooperative Purchasing reserves the right to request clarification on any response to the RFP.
- C. Florida Buy State Cooperative Purchasing reserves the right to award multiple vendors.

## Section 11-Additional Information

- A. Florida Buy State Cooperative Purchasing reserves the right to accept modification and clarifications of the responses when Florida Buy State Cooperative Purchasing determines such action would be in the best interest of Florida Buy State Cooperative Purchasing. Florida Buy State Cooperative Purchasing further reserves the right to waive any non-conformity in a response.
- B. Questions regarding the RFP should be address to Larche Hardy at [tori.baxlev@paec.org](mailto:tori.baxlev@paec.org). **The last day for questions will be March 9, 2021. In the subject line, please write: Questions regarding RFP #21-13.** Responses will be posted along with the questions on our website at [www.floridabuy.org](http://www.floridabuy.org).

- C. Florida Buy State Cooperative Purchasing prohibits harassment and discrimination on a basis of race, color, religious creed, age, marital status, or veteran status, national origin, sex, ancestry, sexual orientation, or past or present physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1991, and all applicable state laws.
- D. Contractor and staff will be required to comply with Florida laws (Jessica Lunsford Act under Section 1012.465, 1012.467, and 1012.468 Florida Statutes) requiring background checks for workers performing tasks on school campuses.
- E. Sign the **Contract Offer and Award Letter (attachment 6)** and include it with your response.

### **Section 12-Proposal Format**

- A. Responses must be provided in a three-ring binder or report cover using **8.5 x 11 paper** clearly identified with the name of the Respondent's company and the solicitation name and number on both the outside front cover and vertical spine. Type set should be **Times New Roman 12pt**. All responses should be delivered using standard carriers or hand delivered. **No electronic submissions (e-mail) will be accepted.**
- B. Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. Tabs should be used to separate the proposal into sections. Must include an electronic version of your response on a CD or flash drive.

### **Section 13- Cancellation for Non-Performance or Contractor Deficiency/Standard Cancellation**

- A. Florida Buy State Cooperative Purchasing may terminate the agreement with the awarded respondent/s if awardee/s have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Furthermore, Florida Buy State Cooperative Purchasing reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term, or condition of the contract.
- B. Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

### **Section 14- Timetable for Response**

- A. Florida Buy State Cooperative Purchasing anticipates proceeding in a manner consistent with the following timetable. The timetable is subject to change at Florida Buy State Cooperative Purchasing's sole discretion.
  1. RFP advertised and released February 22, 2021.
  2. Last day for questions: **March 9, 2021**
  3. Response deadline: **March 30, 2021**

Award information will be made available to school districts and municipalities as soon as possible after the review, evaluation, and award via the Florida Buy State Cooperative Purchasing web page at [www.floridabuy.org](http://www.floridabuy.org).

# Attachments

**Panhandle Area Educational Consortium  
PAEC Florida Buy State Cooperative Purchasing Agency**

**QUALITY REQUIREMENT FORM**

**Attachment 1**

Quality Requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please complete the Quality Requirement form and submit it with your response. This form **MUST** be submitted with your response.

Quality Requirements		Yes	No
1	Minimum of 5 years of experience in providing multiple options for fencing.	✓	
2	Minimum of 5 years working with schools, universities, and other public facilities.	✓	
3	The Respondent has clearly demonstrated that the company has the staff with the skills and certifications necessary to install and supply chain link fencing and other fencing products.	✓	
4	The Respondent has provided evidence that the products offered comply with the most current standards.	✓	
5	The Respondent has provided a list of references that will attest to the quality of the work performed.	✓	
6.	The Respondent has provided evidence of all required licenses, including certification in any relevant construction, or fencing installation codes as well as those necessary to conduct business in the State of Florida.	✓	
7.	The Respondent has provided a statement regarding the warranty for the products and services sold under the contract.	✓	

**Attachment 2  
Reference Form**

Respondent: B & T Fencing, Inc.

**Provide references from no less than three (3) schools, school districts, or other eligible entities.**

Reference Walton County School Board Contact Charlie Morse

Address: 145 Park Street, DeFuniak Springs 324535 Phone 850-892-1100

Email: morsec@walton.k12.fl.us

Description and date(s) of services provided: 2019 - Present

Perimeter chain link fence, perimeter aluminum fence, and gates with gate operators.

Reference Liberty County School Board Contact Darrell Johnson

Address: 12926 Co Rd 12, Bristol, FL 32321 Phone 850-643-2275

Email: darrell.johnson@lcsb.org

Description and date(s) of services provided: 2018 -Present

Commercial chain link fence with gates and panic bars, aluminum fence, new gate operators, and gate operator service.

Reference Jackson County School Board Contact \_\_\_\_\_

Address: 2903 Jefferson Street, Marianna, FL 32446 Phone 850-482-1200

Email: \_\_\_\_\_

Description and date(s) of services provided: 2019

Galvanized chain link fence, wood fence, black chain link fence for baseball outfield, and backstop netting.



**Attachment 3- Florida Buy State Cooperative Purchasing Membership Acknowledgement Form**

I fully understand and agree that an award of the RFP requires enrollment in the PAEC Florida Buy State Cooperative Purchasing and a 2% Administrative Fee for sales generated off this contract will be paid quarterly to PAEC, along with a sales report (a template of which will be provided by Florida Buy State Cooperative Purchasing) for contract management, marketing, and facilitation of this agreement. The fees will be based off the actual amount invoiced to the entity utilizing the contract and the 2% fee is not to be added to the invoice or otherwise passed to any entity choosing to use this agreement.

I fully understand that the award and contract are approved by a single governmental entity, the Washington County, Florida School District as PAEC's fiscal agent (and lead agency), and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, all other governmental entities and other entities contractually performing work on behalf of an eligible entity provided all state and local public procurement regulations are followed).

I also understand that the contract/agreement may be utilized for eligible entities outside of the state of Florida provided it is allowed under such state's procurement laws and under the same terms and conditions of this agreement.

Print Name Ed Grause

Signature *Ed Grause*

Date 03/08/21

**Attachment 4- Pricing Sheet-PAEC Florida Buy State Cooperative Purchasing Program  
Chain Link Fencing  
General Comparison Worksheet**

Please use this worksheet to list pricing proposals. It may be expanded to add other options/products, but the format should remain the same. This is for comparative analysis only.

<b>Company Name:</b>						
	<b>Commercial Grade Chain Link Fencing</b>	<b>Quantity</b>	<b>Labor</b>	<b>MSRP or List Price</b>	<b>Contract Price</b>	<b>Percentage Discount</b>
A	9 ga. Fabric and galvanized steel posts. 17 ga steel rails. Include cost of waste overage, material for repair and local delivery.	106 Linear ft.	Basic labor to install, layout post locations, dig holes up to 3ft deep. Install 6ft chain link fabric between post. Price should include planning, equipment and material, acquisition, area prep, setup, and cleanup	4240	2968	30%
B	Same as above	Same as above	8ft. Chain link fabric and post, etc.	5936	4154	30%
C	Same as above	Same as above	10ft. Chain link fabric and post, etc.	7950	5565	30%
D.	Same as above except with rubberized coating	Same as above	8 ft Chain link, fabric, post, with rubberized coating	6572	4600	30%
E.	Same as above except with rubberized coating	Same as above	10 ft Chain link, fabric, post, with rubberized coating	9800	6860	30%

## Attachment 5 – Questionnaire

**Instructions.** Please complete the questionnaire below by placing your company's answers in the correlating response column.

Responding Company's Name:		B&T Fencing
Instructions: For those responding to the RFP, please respond to the questions below.		
Question	Response	
1. As you envision it, what is your company's role in this partnership? Please include sales and marketing strategies.	To grow PAEC offerings of services.	
2. Does your company have the capability to provide training seminars?	Yes. Virtually and In-Person.	
3. How many staff members are dedicated to customer service?	8	
4. Describe your company's ordering process and what methods can be used by members to place or create orders?	Signed Proposal or Contract	
5. Does your company offer online ordering?	No. But we do offer E-Sign	
6. Does your company have regional sites around Florida and equipped for rapid response if desired by a customer?	No	
7. Please explain the process of responding to a work order.	Verify work needed with customer, procure materials and perform work	
8. What are your payment terms?	Net 30	
9. Does your company accept payment by procurement/credit card? If so, is the member assessed a fee for purchasing with a procurement/credit card?	Yes. No Fee	
10. Does your company offer any prompt payment discounts? If so, please describe.	Yes 2% Net 10	
11. Does your company require a minimum order? If so, what are your minimum order requirements? If the minimum is not met, what surcharge would you assess?	Yes. \$5,000 or a Mobilization Fee of \$450.00	
12. Briefly explain your policy and the lead time required from a member placing an order to receipt of products/services.	Typically 4-6 weeks.	
13. Does your company assess fuel surcharges for responses? If so, what is the charge?	No	
14. At times there are issues with service? Please describe your process for addressing these issues.		

15. State your company's process for handling dissatisfied customers.	Complaints are resolved with a member of management if needed
16. State your company's process for introducing new products to the list of services you offer.	Products are site specific
17. Would your company consider a dedicated inside sales representative that would be familiar with the Florida Buy State Cooperative Purchasing contract/program and our membership, be empowered to handle situations as a regular sales account representative would, and be available for quick responses to member inquiries and questions?	Yes
18. Would your company be willing to work with each of the Florida regions on sending/ mailing out printed material to members?	Yes
19. Please describe what your company envisions as a 30-day roll-out and marketing plan. Do you believe your company has enough staff that will be dedicated to the Florida Buy State Cooperative Purchasing to ensure a successful roll-out in a timely, well communicated, responsive fashion?	Yes. We currently are under PAEC Contract.
<p>20. Please list the contracts your company currently holds that may compete directly with the PAEC Florida Buy State Cooperative Purchasing program and describe how you will position the Florida Buy State Cooperative Purchasing program versus other contracts.</p> <p>If other contracts are available, is the Florida Buy State Cooperative Purchasing pricing the same or lower than pricing offered under your existing contracts?</p> <p>If other contracts are available, please describe the process PAEC Florida Buy State Cooperative Purchasing would need to take to transition a current purchaser who requests to utilize our program/contract instead of their current contract.</p>	None.
<p>21. How would you educate your sales representatives on the strengths of our contract?</p> <p>Would sales representatives be willing to conduct on-site visits with cooperative staff to members to explain the benefits of the Florida Buy State Cooperative Purchasing Program?</p>	<p>In House Training</p> <p>Yes</p>
22. Please describe your marketing plan to reach and connect with our members in Florida. Please note what touch points and connection those members have with sales representatives.	Direct Contact. Also PAEC trade show.
23. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.	None

**Attachment 6-Contract Offer and Award**

**RFP #18-09**

**Chain Link Fencing**

**OFFER TO BE COMPLETED BY VENDOR**

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the Instructions to Respondents and Technical Specification and being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all products and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal.

The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the PAEC Florida Buy State Cooperative Purchasing as stated in the evaluation section, will be a consideration in making the award.

This contract binds said vendor to all terms and conditions stated in the proposal and the award will be activated on the date signed by the Lead Agency of the PAEC Florida Buy State Cooperative Program,

Company Name: B&T Fencing

Address 5159 Woodlane Circle

City: Tallahassee State: FL Zip: 32303

Contract Contact Person: Ed Grause

Authorized Signature:  Date: 03/08/21

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY THE LEAD AGENCY OF PAEC FLORIDA BUY STATE COOPERATIVE PURCHASING**

Your RFP for contracting services is hereby accepted by the PAEC fiscal agent and District of Record, the Washington County Florida School Board on May 10, 2021. As Offeror, you are now bound to sell the materials and services listed by the attached RFP based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. The parties intend this contract to constitute the final and complete agreement between the Agency and Offeror, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remained of this contract shall not be affected thereby. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be cancelled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied.

Awarding Agency: PAEC fiscal agent and District of Record, the Washington County Florida School Board

Agency Executive: Herbert J. Taylor, Superintendent: Signature \_\_\_\_\_ Date \_\_\_\_\_

Agency Executive: John T. Selover, Executive Director, PAEC: Signature \_\_\_\_\_ Date \_\_\_\_\_

PAEC BD April 21, 2021  
WCSB May 10, 2021

## Attachment 7- Proposal Checklist

The following items/submittals are required to be qualified as a respondent to the RFP. Respondents must submit an electronic version (CD or portable Drive) of their proposal as well as four written copies by the due date and time listed in the RFP by standard mail (USPS, Fed X, UPS, or in person. Written submissions must follow the format listed in the RFP which is 12-point Times New Roman font.

Submission made via email will be rejected.

Please take a moment and review the checklist provided and ensure all the required documents have been included with your submission.

Your proposal should include the following:

\_\_\_\_\_ Narrative outlining capabilities, past experience in providing and installing fencing products, and complete information relative to and addressing the scope and specifications.

\_\_\_\_\_ Vendor Information which includes corporate officers, mailing address.

\_\_\_\_\_ Information regarding current licenses, registrations and certifications issued by federal, state, and local agencies.

\_\_\_\_\_ Information regarding certifications

\_\_\_\_\_ Description of which districts your company can service.

\_\_\_\_\_ Attachment 1- Quality Requirement Form

\_\_\_\_\_ Attachment 2- Reference Sheet

\_\_\_\_\_ Attachment 3- Participation in the PAEC Florida Buy State Cooperative Purchasing Program.

\_\_\_\_\_ Attachment 4- Pricing Sheet

\_\_\_\_\_ Attachment 5- Questionnaire

\_\_\_\_\_ Attachment 6- Contract Offer and Award

\_\_\_\_\_ Attachment 7- Proposal Checklist

\_\_\_\_\_ Attachment 9- Signed Non-Collusion Affidavit

\_\_\_\_\_ Attachment 10- Signed EDGAR form



**Attachment 8-  
RFP #18-09 Chain Link Fencing  
Evaluation Matrix**

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Vendor A</b>	<b>Vendor B</b>	<b>Vendor C</b>	<b>Vendor D</b>
<b>Completeness of Response to RFP (Pass/Fail)</b>					
ALL required schedules, forms and informational items have been submitted.	<b>Pass/Fail</b>				
<b>A. Quality of Response</b>	<b>35 Points</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
The respondent has all the required license and certifications required to do business in Florida.	<b>0-2</b>				
Minimum of 5 years of experience in the sales and installation of chain link fencing.	<b>0-5</b>				
The Respondent has provided evidence that installers have been trained in all applicable standards and building codes.	<b>0-5</b>				
The Respondent has clearly demonstrated that the company has the capacity, inventory and variety of products to satisfactorily provide options for fencing, gates (both manual and automatic), and has the capacity to manage both small- and large-scale projects.	<b>0-23</b>				
<b>B. Previous Experience</b>	<b>5 Points</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Respondent has provided evidence of experience in working with public entities.	<b>0-2.5</b>				
The respondent has provided evidence of at least three references willing to offer comments relative to the experience of working with the company or individual.	<b>0-2.5</b>				
<b>C. Pricing/Warranty</b>	<b>30 Points</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
The relative ranking of this contractor's pricing and warranty proposal compared to other RFP submissions based on information provided on Attachment 4 and Section 6.	<b>0-30</b>				
<b>D. Regional/State Use of Contract-Marketing</b>	<b>10 Points</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
The extent to which the respondent has demonstrated the ability to provide products and services to eligible customers in multi-county districts in Florida.	<b>0-5</b>				
The extent to which the respondent has a marketing plan and willingness to execute it.	<b>0-5</b>				
<b>E. Contract Terms &amp; Conditions</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
The extent to which the respondent has provided the required documents, adherence to formatting, and met all the terms and conditions outlined in the proposal.	<b>0-10</b>				
Comparative analysis of questionnaire and participation in the Florida Buy State Cooperative Purchasing program (attachment 3 and 5).	<b>0-10</b>				
<b>TOTAL</b>	<b>100 Points</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



**Attachment 9**  
**AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the **Chain Link Fencing** Request for Proposals requested by the Panhandle Area Educational Consortium (PAEC) Florida Buy State Cooperative Purchasing, has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition:
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: B&T Fencing

Authorized Representative (Please Print) Ed Grause

Authorized Signature: 

Date: 03/09/21

Subscribed and sworn to me this 9 day of March, 2021

Notary Public Signature: 

My commission expires: 02-02-2022



**Attachment 10**  
**RFP #21-13 Uniform Guidance "EDGAR" Certification**  
**2 CFR Part 200**

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All vendors submitting proposals must complete this EDGAR Certification form regarding the vendor's willingness and ability to comply with certain requirements which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, Florida Buy State Cooperative Purchasing will consider and may list the response, as the vendor is unable to comply. A "No" response to any of the items below may impact the ability of a purchasing agency to purchase from the vendor using federal funds.

**1. Violation of Contract Terms and Conditions**

Provisions regarding vendor default are included in Florida Buy's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as Florida Buy's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

**2. Termination for Cause of Convenience**

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the participating agency has paid the vendor for goods and services not yet provided as the date of termination, vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the vendor, the participating agency's provision shall control.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

**3. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and vendor agrees that it shall comply with such provision.

Yes, I agree X No, I disagree \_\_\_\_\_ Initials E.G.

#### 4. Davis Bacon Act

When required by Federal program legislation, vendor agrees that, for all participating agency construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Yes, I agree X No, I disagree \_\_\_\_\_ Initials E.G.

#### 5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Yes, I agree X No, I disagree \_\_\_\_\_ Initials E.G.

#### 6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations

issued by the awarding agency.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

**7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended, contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

**8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549(3CFR Part 1966 Comp. p.

189)and 12689(3CFR Part 1989 Comp. p.235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the vendor is not current listed and further agrees to immediately notify Florida Buy State Cooperative Purchasing and all participating agencies with pending purchases or seeking to purchase from the vendor if vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under stat statutory or regulatory authority other than Executive Order 12549.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

**9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the non-Federal award.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

**10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require confirming estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the

purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials\* identified in the EPA guidelines.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

**11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 201.323(b). When required by a participating agency, vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with Florida Buy State Cooperative Purchasing.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

**12. General Compliance with Participating Agencies**

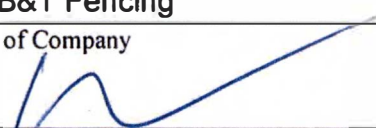
In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements.

Yes, I agree  X  No, I disagree \_\_\_\_\_ Initials  E.G.

By signing below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

B&T Fencing

\_\_\_\_\_  
Name of Company

  
\_\_\_\_\_  
Signature of Authorized Personnel

Ed Grause

\_\_\_\_\_  
Printed Name

Date  03/08/21





**We want to join your team!**

We are skilled, dependable fence contractors offering fence and gates, custom fabrication, decorative handrail, safety railing, gate operators and automation.

---

**Bondable | Fully Insured | OSHA Compliant |  
Certified Payroll Experience | Written Safety Program**

**CELEBRATING 20 YEARS' IN BUSINESS**

**Work History**

**Industrial / Commercial**

**Project: FedEx Tallahassee, FL**

**Project: FedEx Athens, GA**

**Project: FedEx Bloomingdale, GA**

**Project: FedEx Mobile, AL**

**Project: Tallahassee VA Outpatient Clinic**

**Project: Fort Walton Beach Recreation Complex**

**Project: Bay County Sport Complex**

**Project: WaterColor Beach Club**

**Project: Tallahassee National Cemetery**

**Project: Jackson View Landing Boat Ramp**

**Project: Baseball Grounds of Jacksonville**

**Municipalities & Edu. Facilities**

**Project: Leon Count School Board District Wide Contract**

**Project: Lynn Haven Elementary**

**Project: Walton County Middle School**

**Project: Jackson County School Board**

**Project: Calhoun County Correctional Institute**

**Project: US Penitentiary, Atlanta, GA**

**Project: Bay County Jail**

**Project: Paxton K-12, WCSB**

**Project: Freeport Middle School, WCSB**

**Project: Liberty County School Board**

**Project: FAMU 800-Bed Dormitory**

**FDOT**

**Project: County Road 159**

**Project: County Road 270**

**Project: State Road 10**

**Project: State Road 63**

**Airports**

**Project: Tallahassee Regional Airport Runway 9-27 Reconstruction**

**Military**

**Project: DOMA: Marianna National Guard Armory**

**Project: DOMA: Crystal River Readiness Center**

**Project: Fort Rucker**

**Project: Virtual Warfare Munitions Server**







Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MAUTZ, WILLIAM JOHN III**

B & T FENCING, INC.  
5159 WOODLANE CIR  
TALLAHASSEE FL 32303

**LICENSE NUMBER: CGC1529647**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



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## Summary of Experience – Key Personnel

### **RYAN BOYETT, PRESIDENT**.....

Years Active: 20+

Certifications: Certified Fence Professional (CFP)

Professional Summary: Founder and owner of B & T Fencing, Inc. (established in 1999) with over 20 years of experience in the fence industry specializing in industrial, commercial and residential projects.

Key Skills: Leadership, Construction Management, Project Management, Financial Planning, Budget Analysis, Project Estimation, Key Relationship Building, Large Scale Projects

Professional Affiliations: American Fence Association (AFA), The Fence Group (TFG), Tallahassee Builders Association (TBA), Florida Transportation Builders Association (FTBA)

### **ED GRAUSE, SALES MANAGER**.....

Years Active: 13

Professional Summary: Results driven Sales Manager that efficiently builds long term relationships with contractors, subcontractors, vendors and customers. Management experience and repeated success in developing and directing project plans and achieving revenue targets.

Key Skills: Leadership, Project Management, Budget Analysis, Project Estimation, Customer Service, Material Management, Large Scale Projects

### **CLAY BOYETT, PRODUCTION MANAGER**.....

Years Active: 20+

Professional Summary: Production manager with over 20 years of experience in the fence industry managing and directing the production department while utilizing resources to increase cost savings, deliver quality products, and improve output and efficiency.

Key Skills: Leadership, Project Management, Budget Analysis, Project Estimation, Safety Management, Material & Equipment Management, Quality Control, Large Scale Products



**GLEN MARTELLO, ESTIMATOR**.....  
Years Active: 11

Professional Summary: Commercial estimator with 11 years of experience preparing and producing cost analysis and project estimates by recapitulating material, labor, equipment, subcontractor and overhead costs incurred in the installation of items. Expertise in analyzing and understanding scope, blueprints, specifications and other construction documentation.

Key Skills: Time Management, Project Management, Problem Solving/Analysis, Strategic Thinking, Thoroughness

**RONNE GURR, SUPERINTENDENT/SENIOR FENCE INSTALLER**.....  
Years Active: 20+

Certifications: OSHA10

Key Skills: Supervisory, Construction & Project Management, Problem Solving/Analysis, Quality Control, Safety Management, OSHA Standards, Customer Service, Training, Welding

Projects: Tyndall AFB, Walton County School Board, FCI Petersburg, Fort Rucker Elementary School, Department of Military Affairs Readiness Centers (Deland, Marianna, Crystal River, Titusville)

**BOBBY MCCALLISTER, SUPERINTENDENT/SENIOR FENCE INSTALLER**.....  
Years Active: 20+

Key Skills: Supervisory, Construction & Project Management, Problem Solving/Analysis, Quality Control, Safety Management, OSHA Standards, Customer Service, Training, Welding

Projects: Destin – Fort Walton Beach Airport, Bay County Sports Complex, FedEx Ground Athens, Fort Walton Beach Recreational Complex, Student Housing (Tallahassee, FL)

**JOE BROCK, SUPERINTENDENT/SENIOR FENCE INSTALLER**.....  
Years Active: 5

Key Skills: Supervisory, Construction & Project Management, Problem Solving/Analysis, Quality Control, Safety Management, OSHA Standards, Customer Service, Training, Welding

Projects: World Equestrian Center, Watercolor Beach Club, Marion County Jail



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>B &amp; T Fencing, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>5159 Woodlane Circle</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Tallahassee, FL 32303</b>	
7 List account number(s) here (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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Employer identification number													
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5	9	-	3	5	9	3	4	4	7				

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/5/2020</u>
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### General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### 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 1098 (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, later.







**John T. Selover**  
Executive Director

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

Contact Person: **Tori Baxley**  
(850) 638-6131 Ext. 2257  
1-877-873-7232  
Fax (850) 638-6109  
Tori.baxley@paec.org

8/17/2023

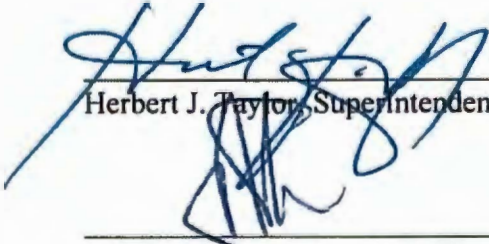
**B&T Fencing**  
5159 Woodlane Circle  
Tallahassee, FL 32303

**RE: PAEC Florida Buy Cooperative State Purchasing Contract Renewal  
Partner: B&T Fencing, Contract # 21-329**

Dear Vendor Partner,

Your contract renewal was approved by the Washington County School Board for the period of July 1, 2023, through May 31, 2024, at the same original terms and conditions. If you agree with this renewal period, please sign the bottom portion of this letter, and return to us as soon as possible.

If you have any questions, please contact the person listed above.

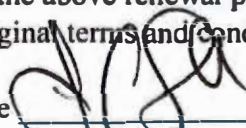
  
\_\_\_\_\_  
Herbert J. Taylor, Superintendent, WCSD

8/14/23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
John T. Selover, Executive Director, PAEC

8/18/23  
\_\_\_\_\_  
Date

I accept the above renewal period of July 1, 2023, through May 31, 2024, at the same original terms and conditions.

Signature:   
\_\_\_\_\_  
Print Name: DO SABER

Date: 8/25/23  
\_\_\_\_\_  
Title: COO

*Advancing Schools & Communities for Student Success*







B & T Fencing, Inc. TLH  
 5159 Woodlane Circle  
 Tallahassee, FL 32303  
 P (850) 942-1003 F (850) 504-0705  
 info@bandtfencing.com  
 www.bandtfencing.com

# Quote

Quote ID: QT2023-10612  
 Quote Date: 10/25/2023  
 Expiration Date: 11/24/2023

Billing Address	Stewart Street Elementary 749 South Stewart Street Quincy, FL 32351	Shipping / Location	749 South Stewart Street Quincy, FL 32351
Point of Contact	Johnny Riley Phone: (850) 510-8135 Email: rileyj@gcpsmail.com	Sales Consultant	Brian Neal (850) 556-3355 brian@bandtfencing.com

**Description**

**PAEC FL Contract# 21-329**

Product	Total
Supply and Install of 6' Tall Galvanized Chain Link Fence Residential	29,221.72
Supply and install 6'H by 8'W galvanized CL gate including hardware	1,107.04

**Summary**

Pieces	1,041
Subtotal	30,328.75
<b>Total</b>	<b>30,328.75</b>

Signature

Print Name & Title

Date

**Terms & Conditions**

**PAYMENT TO BE MADE AS FOLLOWS:** 50% deposit due at acceptance of quote. Materials will only be ordered after signed quote, signed terms and conditions and deposit are received. For larger projects, B&T Fencing, Inc. reserves the right to establish a payment draw schedule (progress invoices). Customer agrees to pay B&T Fencing, Inc. immediately upon completion of installation full balance of amount due. Methods of payment accepted: Visa, MasterCard, American Express, Discover, check and cash. A 3% transaction fee will be applied to all credit/debit card transactions.

**FINANCE CHARGES:** Finance charges will be applied to past due invoices. Customer agrees to pay these finance charges at a daily rate of 0.0493% (18% annually).

**FLORIDA LIEN LAW:** Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. B&T Fencing, Inc. reserves the right to lien Customer's property if payment is not received. Learn more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes.

**ATTORNEYS' FEES AND COSTS:** In the event of any dispute, enforcement action, or other action arising out of or related to this agreement or the work, the prevailing party shall be entitled to recover its attorneys' fees and costs.

**CANCELLATION:** Any cancellation requests must be made in writing. To offset some of the costs incurred during the various phases of processing this order, 50% of the contracted amount, in addition to any direct costs such as special materials and services will be charged against the Customer's deposit.

**SCHEDULING:** Any representation by B&T Fencing, Inc. regarding the installation date is for the Customer's convenience and is only an approximation. The installation schedule changes daily due to circumstances within and beyond our control including, but not limited to: weather, permits, progress on prior schedule.



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www.bandtfencing.com

## Quote

Quote ID: Q12023-10612  
Quote Date: 10/25/2023  
Expiration Date: 11/24/2023

that the Customer is onsite the morning of installation.

**WOOD FENCE DISCLAIMER:** Wood fences carry a manufacturer warranty against rotting, decay and infestation. This does not include labor. All lumber used is pressure-treated pine, unless otherwise stated. Pressure-treating does not protect wood from the effects of weather/sun exposure. Because wood is a naturally occurring material, this warranty does not extend to checking, cracking, warping, or discoloration. These are common and normal events for wood. We recommend that all wood be sealed.

**UNDERGROUND UTILITIES:** Before beginning work on your project, B&T Fencing, Inc. will call Sunshine 811 to have your underground utilities located. Sunshine 811 will notify member utility companies that we are planning to dig, and they mark the approximate location of underground lines, pipes and cables in your yard or construction site. Occasionally, unseen or unknown underground lines are hit and damaged (sprinkler lines are especially vulnerable). If this happens, the Customer is responsible for the repairs and costs because these lines cannot be seen and are unknown.

**DIGGING:** B&T Fencing, Inc.'s quote is based on normal ground conditions. If difficult digging is encountered during installation, B&T Fencing, Inc. will be entitled to a price increase to cover the cost of any equipment rental or extra labor, if any.

**HOA RESTRICTIONS:** The property to be fenced may have deed and/or Homeowner's Association restrictions or city or county planning and zoning restrictions. It is the sole responsibility of the Customer to look into this before contracting with B&T Fencing, Inc.

The crew will need room in order to produce quality work. The Customer agrees to have two feet on both sides of the proposed fence lines clear of obstructions, i.e. trees, bushes, debris, etc. If the fence lines are not cleared when the crew arrives, the crew may clear the fence lines and the Customer agrees to pay \$45.00 per man hour for this service. This will keep the crew working and unnecessary additional trip charges. This does not apply if clearing is included in your estimate.

**TRIP CHARGE:** This contract anticipates that once work has started, B&T Fencing, Inc. will be allowed to complete the entire scope of work without any interruptions or stoppage by the Customer. Any interruptions or stoppages will result in additional trip charges which Customer agrees to pay. B&T Fencing, Inc.'s trips charges are as follows: ½ day minimum charge of \$250.00.

**WARRANTIES:** We guarantee our workmanship and materials for one year from the installation date\*. Workmanship is defined as the quality of work produced by an installer. Please contact our office for more information on manufacturer's product warranties. Our warranty will cover any faulty workmanship or defective products associated with the construction of the improvements, excluding normal wear and tear. We guarantee the proper function of gates and gate hardware, with proper use, within the first year. This includes sagging of gates, defects in the hardware and proper hardware function. \*Wood systems and gate operator systems carry a 90-day warranty.

**WARRANTY EXCLUSIONS:** It is important to remember that a fence is an outdoor structure in which the environment can be very harsh. Our materials will change with exposure to the elements, this includes aging (weathering), discoloration or fading and dimensional changes (shrinkage or swelling). All lumber used is pressure-treated pine, unless otherwise stated. Pressure-treating does not protect wood from the effects of weather/sun exposure. Because wood is a naturally occurring material, we cannot warranty against warping, cracking, splitting, aging (weathering), discoloration and/or fading or dimensional change (shrinkage or swelling). We recommend that all wood be sealed. Other items excluded in our warranty include damage that is caused by vandalism, vehicle damage, climbing, storm or tree damage, swinging on gates or other misuse of gates or gate hardware. Gates that are left opened can slam shut causing latches to break or bend and hinges to come out of alignment. Gate hardware is meant to work properly under controlled conditions, this does not include forceful opening or shutting by an individual.

All measurements shown on the quote are approximate. The actual measurements of the fence may vary.

All materials will be specified on the quote and all workmanship will be to ASTM specifications.

Any and all excess materials remain the property of B&T Fencing, Inc. If B&T Fencing, Inc. is contracted to remove and haul away existing fence, then those materials also become B&T Fencing, Inc.'s property.

Any Customer requested changes or deviations from the estimated specifications or the quantities involving extra costs will be an extra charge over and above the Estimate-Contract.

By signing below, I acknowledge that I agree to these terms conditions set forth herein. I attest that this e-signature is my legally binding signature and that my e-signature is the legal equivalent of my physical signature. I hereby fully bind myself (and if I'm signing as an agent on behalf of any person or entity, I am binding such person or entity) to this agreement.



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5159 Woodlane Circle  
Tallahassee, FL 32303  
P (850) 942-1003 F (850) 504-0705  
info@bandtfencing.com  
www.bandtfencing.com

**Quote**

Quote ID: QT2023-10612  
Quote Date: 10/25/2023  
Expiration Date: 11/24/2023

images



Panhandle Area Educational Consortium  
753 West Boulevard  
Chipley, FL  
32348

Mr. Hardy,

B&T fencing is a full-service fencing contractor that is located in Tallahassee, FL and has been in business for over 20 years since our founding in 1999. Our company has been installing products for schools, military, state and national parks and many other government agencies since our founding.

We are members of the American Fence Association in good standing, and we hold a full General Contractors license for the state of Florida. The owner of B&T Fencing was honored by Governor Rick Scott with the business ambassador award in 2016.

B&T Fencing currently has 12 full time crews and a customer support team of 12 that are here to serve all our customers needs. In 2020 we expanded and opened a branch in Daphne, AL.

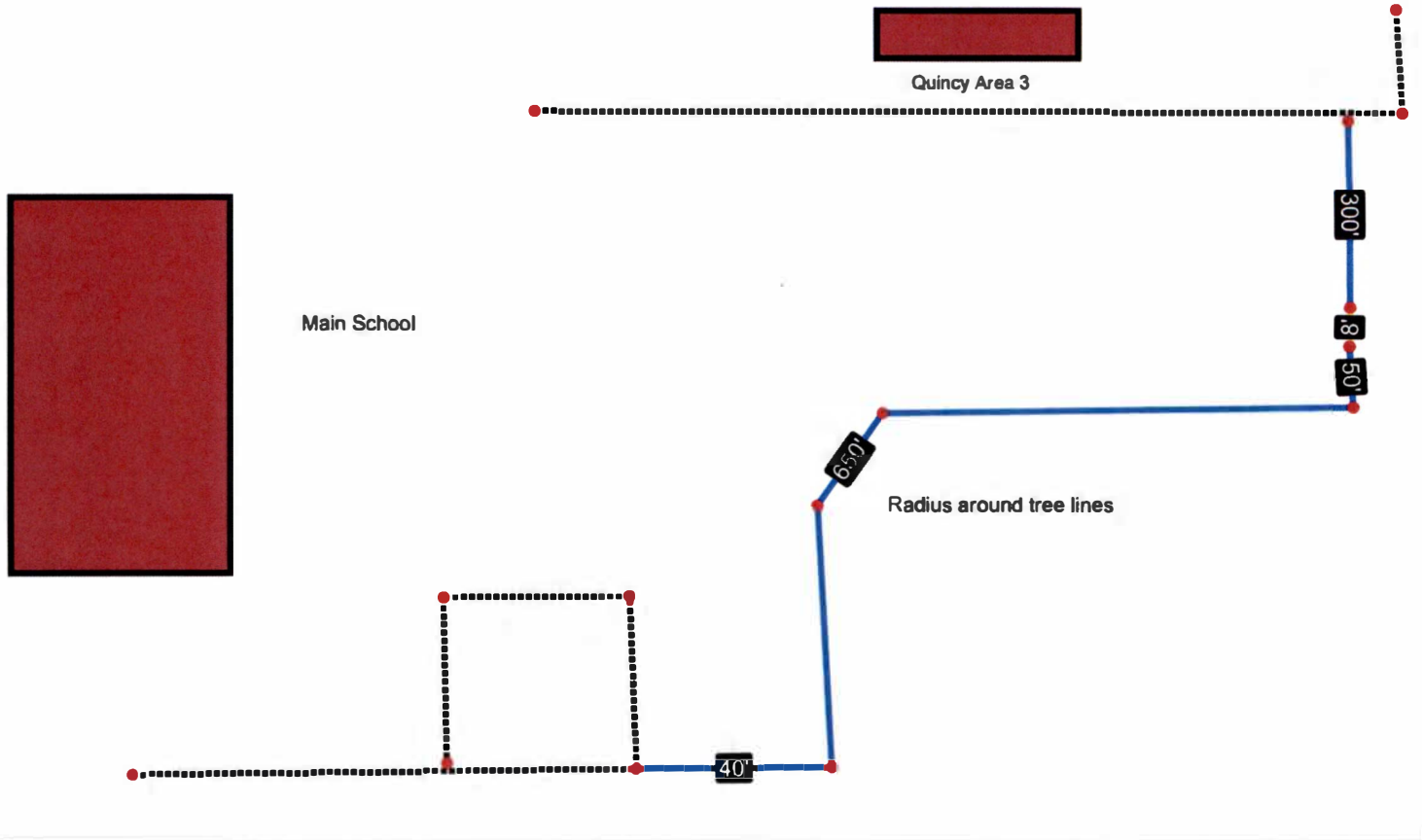


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www.bandtfencing.com

# Quote

Quote ID: QT2023-10612  
Quote Date: 10/25/2023  
Expiration Date: 11/24/2023

Images





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**Quote**

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Images



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 www.bandtfencing.com

# Quote

Quote ID: QT2023-10599  
 Quote Date: 11/6/2023  
 Expiration Date: 12/6/2023

QT2023-10599 | Stewart Street Elementary

Billing Address	Stewart Street Elementary 749 South Stewart Street Quincy, FL 32351	Shipping / Location	749 South Stewart Street Quincy, FL 32351
Point of Contact	Johnny Riley Phone: (850) 510-8135 Email: rileyj@gcpsmail.com	Sales Consultant	Ryan Boyett (850) 509-3768 ryan@bandtfencing.com

Description

PAEC FL Contract# 21-329

Product	Total
Supply and Install of 6' Tall Galvanized Chain Link Fence Residential	5,364.38

Summary

Subtotal	5,364.38
<b>Total</b>	<b>5,364.38</b>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

Terms & Conditions

**PAYMENT TO BE MADE AS FOLLOWS:** 50% deposit due at acceptance of quote. Materials will only be ordered after signed quote, signed terms and conditions and deposit are received. For larger projects, B&T Fencing, Inc. reserves the right to establish a payment draw schedule (progress invoices). Customer agrees to pay B&T Fencing, Inc. immediately upon completion of installation full balance of amount due. Methods of payment accepted: Visa, MasterCard, American Express, Discover, check and cash. A 3% transaction fee will be applied to all credit/debit card transactions.

**FINANCE CHARGES:** Finance charges will be applied to past due invoices. Customer agrees to pay these finance charges at a daily rate of 0.0493% (18% annually).

**FLORIDA LIEN LAW:** Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. B&T Fencing, Inc. reserves the right to lien Customer's property if payment is not received. Learn more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes.

**ATTORNEYS' FEES AND COSTS:** In the event of any dispute, enforcement action, or other action arising out of or related to this agreement or the work, the prevailing party shall be entitled to recover its attorneys' fees and costs.

**CANCELLATION:** Any cancellation requests must be made in writing. To offset some of the costs incurred during the various phases of processing this order, 50% of the contracted amount, in addition to any direct costs such as special materials and services will be charged against the Customer's deposit.

**SCHEDULING:** Any representation by B&T Fencing, Inc. regarding the installation date is for the Customer's convenience and is only an approximation. The installation schedule changes daily due to circumstances within and beyond our control including, but not limited to: weather, permits, progress on prior schedule.

**LAYOUT:** The Customer is responsible to indicate to the representative/crew the proper location for the fence and will provide B&T Fencing, Inc. with an accurate survey of the property. The Customer is solely responsible for location of the fence and knowledge of all property boundary lines. It is preferable that the Customer is onsite the morning of installation.





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## Quote

Quote ID: QT2023-10599  
Quote Date: 11/6/2023  
Expiration Date: 12/6/2023

*used is pressure-treated pine, unless otherwise stated. Pressure-treating does not protect wood from the effects of weather/sun exposure. Because wood is a naturally occurring material, this warranty does not extend to checking, cracking, waning, warping or discoloration. These are common and normal events for wood. We recommend that all wood be sealed.*

*UNDERGROUND UTILITIES: Before beginning work on your project, B&T Fencing, Inc. will call Sunshine 811 to have your underground utilities located. Sunshine 811 will notify member utility companies that we are planning to dig, and they mark the approximate location of underground lines, pipes and cables in your yard or construction site. Occasionally, unseen or unknown underground lines are hit and damaged (sprinkler lines are especially vulnerable). If this happens, the Customer is responsible for the repairs and costs because these lines cannot be seen and are unknown.*

*DIGGING: B&T Fencing, Inc.'s quote is based on normal ground conditions. If difficult digging is encountered during installation, B&T Fencing, Inc. will be entitled to a price increase to cover the cost of any equipment rental or extra labor, if any.*

*HOA RESTRICTIONS: The property to be fenced may have deed and/or Homeowner's Association restrictions or city or county planning and zoning restrictions. It is the sole responsibility of the Customer to look into this before contracting with B&T Fencing, Inc.*

*The crew will need room in order to produce quality work. The Customer agrees to have two feet on both sides of the proposed fence lines clear of obstructions, i.e. trees, bushes, debris, etc. If the fence lines are not cleared when the crew arrives, the crew may clear the fence lines and the Customer agrees to pay \$45.00 per man hour for this service. This will keep the crew working and unnecessary additional trip charges. This does not apply if clearing is included in your estimate.*

*TRIP CHARGE: This contract anticipates that once work has started, B&T Fencing, Inc. will be allowed to complete the entire scope of work without any interruptions or stoppage by the Customer. Any interruptions or stoppages will result in additional trip charges which Customer agrees to pay. B&T Fencing, Inc.'s trips charges are as follows: ½ day minimum charge of \$250.00.*

*WARRANTIES: We guarantee our workmanship and materials for one year from the installation date\*. Workmanship is defined as the quality of work produced by an installer. Please contact our office for more information on manufacturer's product warranties. Our warranty will cover any faulty workmanship or defective products associated with the construction of the improvements, excluding normal wear and tear. We guarantee the proper function of gates and gate hardware, with proper use, within the first year. This includes sagging of gates, defects in the hardware and proper hardware function. \*Wood systems and gate operator systems carry a 90-day warranty.*

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*All measurements shown on the quote are approximate. The actual measurements of the fence may vary.*

*All materials will be specified on the quote and all workmanship will be to ASTM specifications.*

*Any and all excess materials remain the property of B&T Fencing, Inc. If B&T Fencing, Inc. is contracted to remove and haul away existing fence, then those materials also become B&T Fencing, Inc.'s property.*

*Any Customer requested changes or deviations from the estimated specifications or the quantities involving extra costs will be an extra charge over and above the Estimate-Contract.*

*By signing below, I acknowledge that I agree to these terms conditions set forth herein. I attest that this e-signature is my legally binding signature and that my e-signature is the legal equivalent of my physical signature. I hereby fully bind myself (and if I'm signing as an agent on behalf of any person or entity, I am binding such person or entity) to this agreement.*





B & T Fencing, Inc. TLH  
5159 Woodlane Circle  
Tallahassee, FL 32303  
P (850) 942-1003 F (850) 504-0705  
info@bandtfencing.com  
www.bandtfencing.com

**Quote**

Quote Date: 11/6/2023  
Expiration Date: 12/6/2023

Images



Panhandle Area Educational Consortium  
753 West Boulevard  
Chipley, FL  
32348

Mr. Hardy,

B&T fencing is a full-service fencing contractor that is located in Tallahassee, FL and has been in business for over 20 years since our founding in 1999. Our company has been installing products for schools, military, state and national parks and many other government agencies since our founding.

We are members of the American Fence Association in good standing, and we hold a full General Contractors license for the state of Florida. The owner of B&T Fencing was honored by Governor Rick Scott with the business ambassador award in 2016.

B&T Fencing currently has 12 full time crews and a customer support team of 12 that are here to serve all our customers needs. In 2020 we expanded and opened a branch in Daphne, AL.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: November 21, 2023

TITLE OF AGENDA ITEM: Greensboro Elementary School Third Grade Students

DIVISION: Academic Services

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

**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. Greensboro Elementary School third grade students and teachers is requesting approval to attend an out-of-state field trip to Wild Adventures Park in Valdosta, GA.

Please see attached documentation.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Tammy McGriff, EdS

**POSITION:** Assistant Superintendent, Academic Services PreK-12

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INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

*TM*  
10/19/2023

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

## FIELD TRIP REQUEST

DATE OF REQUEST:	SCHOOL:	CONTACT FOR FIELD TRIP:
10/13/2023	Greensboro Elementary	Megan Rowan

DATE OF TRIP:	WHO IS ATTENDING: (grade/organization)
5/22/2024	Greensboro Elementary Third Grade


LOCATION:	TRAVELING BY:
Wild Adventures 3766 Old clyattville Rd. Valdosta, GA 31601	<input type="checkbox"/> School Bus <input checked="" type="checkbox"/> Charter Bus

**PURPOSE:**

Visiting Wild Adventures will give students the opportunity to observe animals and learn about features and adaptations that allow them to survive in their habitats. This will also help them see why animals are classified a particular way. SC.3.L.15.1

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

  
\_\_\_\_\_  
Approval of Principal (Signature required)

_____ APPROVED	_____ DENIED
_____ Superintendent/Designee	_____ Date

Please forward completed form via district mail or fax:

Mrs. Eureka Fields, Program Assistant for Instructional Services

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

UPDATED: 2/28/2022





Mike's Limousine Service, Inc.  
 3109 W. Tennessee St. Tallahassee, FL 32304  
 (850) 224-5466 Fax (850) 224-0827

Event Date: 5/22/12

www.limomike.com  
 Customer Name: Greensboro Elean School  
 Credit Card: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ CVVC: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_

Vehicle: Bus PP  
 Occasion: \_\_\_\_\_ # of People: 81  
 P/U Time: \_\_\_\_\_ P/U: \_\_\_\_\_  
 D/O Time: \_\_\_\_\_ Return: \_\_\_\_\_

	Scheduled	Overtime	Total
Rate per Hour			
Number of Hours			
Fuel Surcharge			
Driver Fee			
Total	<u>2574<sup>00</sup></u>		

Account representative  
 Email: \_\_\_\_\_

Rental Agreement

It's our pleasure to be of service to you. Our staff keeps our vehicles in excellent condition and it is of the utmost importance that all clients act in a responsible manner to preserve the condition of the vehicles. Smoking and eating are prohibited in all of our vehicles. The client is responsible for their guests in ALL REGARDS to rules and regulations. Any damage to the rented vehicle owned by this company will be charged in full to the customer that contracted with Mike's Limousine Service, Inc. whether by accident, neglect, or intent. Our company cannot be held responsible for delays or inconveniences due to traffic, unknown or unforeseen mechanical failures, situations deemed "Acts of God".

50% Cancellation Fee

Damage Deposit

A damage deposit in the amount of \$200.00 per vehicle will be secured with the credit card provided to secure your rental. If damages exceed deposit, additional deposit will be required or rental will be terminated.

Fee Schedule:

- Smoking: (including lighting a cigarette) \$100.00
- VOMIT: (each occurrence) \$200.00
- Eating in Limo: \$100.00
- Spills: \$75.00
- Excessively Dirty Interior (Limo) \$50.00
- Excessively Dirty Interior (Bus) \$150.00
- Broken or Missing glassware \$10.00 Each

50% Deposit to Reserve by check  
Remaining Balance due 5/17/12

Termination of Service

- > If the client becomes incapacitated, the run is terminated unless another individual chooses to secure the deposit with cash or a credit card. The client can appoint one person to be responsible on their behalf at the beginning of the run.
- > If the client or their guests become unruly or violate safe operation procedures, the rental will terminate immediately and NO REFUND given.
- > While transporting ANY minors if ANY alcohol is found in the vehicle or a minor is found visibly impaired, the rental will terminate immediately and NO REFUND given.

The original client is responsible for overtime fees and authorizes those charges to be charged to their credit card. (overtime is rounded to the next 1/2 hour.) In the event that your check is returned, we have your permission to charge the whole amount plus \$25.00 service fee to the credit card listed on this contract. We are not responsible for items left, lost, or stolen while riding in our vehicles. We have a lost and found box at Mike's Limousine Service, Inc. located @ 3109 W. Tennessee St. Tallahassee, FL 32304.

I agree to these terms \_\_\_\_\_ Client \_\_\_\_\_ Mike's Limousine Service Representative \_\_\_\_\_

Mileage out: \_\_\_\_\_ PU Address: Greensboro Elean  
 Mileage in: \_\_\_\_\_ DO Address: World Adventures 3766 Old Airport Rd 604  
 P/U Time: \_\_\_\_\_ Contact Info: \_\_\_\_\_  
 Drop Time: \_\_\_\_\_ Cancellation Fee: 50%  
 Rock Glass: \_\_\_\_\_ Payment Method: Check on PU Cash on PU 10/1/12 Adv Payment Bill to CC



**Itinerary**

**9:00 Leave Greensboro Elementary School**

**10:45 Arrive at Wild Adventures**

**12:00 Eat lunch in the park**

**7:00 Board bus to arrive back at school**

**9:00 Estimated time of arrival back at Greensboro Elementary**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 10b

**DATE OF SCHOOL BOARD MEETING:** November 21, 2023

**TITLE OF AGENDA ITEM:** 2023- 2024 Uniform Statewide Assessment Calendar

**DIVISION:** School Counseling and Assessments

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

**PURPOSE AND SUMMARY OF ITEM:** This item updates the 2023-2024 Uniform Statewide Assessment Calendar to reflect the adjustment made by the Florida Department of Education for the percentage Net Instructional Time and the Appropriate Total Testing Time (In Minutes). The 2023- 2024 Uniform Statewide Assessment Calendar was updated on September 18, 2023, and submitted to the Florida Department of Education on October 3, 2023

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Nickitra Jones

**POSITION:** Coordinator of School Counseling \_\_\_\_\_

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

  0   Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN’S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

*McGuff*  
11/13/2023

## 2023–24 Uniform Statewide Assessment Calendar

According to Section 1008.22(7)(b), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C), the uniform assessment calendar must be published on the Florida Department of Education (FDOE) website by January of each year for, at a minimum, the following two school years. Prior to posting, FDOE will complete sections 1 through 4 with the appropriate information.

Each school district must then complete the uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the FDOE by October 1 of each school year. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information provided by the Department in sections 1 through 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

### 1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. The FDOE will populate this section with state-level terms in addition to those specified in s. 1008.22(7)(i), F.S. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments but should not modify any FDOE-provided information.

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
B.E.S.T.	Benchmarks for Excellent Student Thinking
CBT	Computer-Based Test
CLT	Classic Learning Test
Concordant and Comparative Scores	Concordant and comparative scores refer to scores that have been determined by establishing a relationship between assessments that measure similar (but not identical) constructs, such as the Algebra 1 End-of-Course Assessment and the SAT. In statute, concordant refers to scores associated with the ELA assessment and comparative refers to scores associated with the Algebra 1 assessment. A student can meet assessment graduation requirements by earning a concordant or comparative score as specified in Rule 6A-1.09422, F.A.C.
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need.
District Window	The selected dates within the statewide window during which a district will administer a given assessment.
District-Required Assessments	Assessments required by the school district for students in a specific grade or course.
ELA	English Language Arts
EOC	End-of-Course

Rule 6A-1.094224, F.A.C.  
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## 2023–24 Uniform Statewide Assessment Calendar

Acronym/Term	Definition
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results.
FAST	Florida Assessment of Student Thinking
FCLE	Florida Civic Literacy Exam
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments
FSAA	Florida Standards Alternate Assessment
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.
NAEP	National Assessment of Educational Progress
PBT	Paper-Based Test
PM1	The baseline administration of FAST Progress Monitoring in the beginning of the school year.
PM2	The midyear administration of FAST Progress Monitoring in the middle of the school year.
PM3	The summative administration of FAST Progress Monitoring at the end of the school year.
Progress Monitoring	The process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been. In accordance with s. 1008.25(8)(b)1., F.S., the progress monitoring assessments for VPK through grade 2 must be administered at least three times within a program year or school year, as applicable, with the first administration occurring no later than the first 30 instructional days after a student's enrollment or the start of the program or school year, the second administration occurring midyear, and the third administration occurring within the last 30 days of the program or school year. In accordance with s. 1008.25(8)(b)2., F.S., the progress monitoring assessments for grades 3 through 10 must be administered at the beginning, middle, and end of the school year.
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction.
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment.
Testing Time	The amount of time individual students are each given to respond to test items on each test.
VAM	A Value-Added Model (VAM) is used by some school districts as part of their educator evaluation system. It is also used in the approval process for teacher preparation programs and as part of the criteria to extend an educator's temporary teaching certificate.
VPK	Florida's Voluntary Prekindergarten Education Program

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## 2023–24 Uniform Statewide Assessment Calendar

### 2. Test, Type, and Purpose/Use

FDOE will populate this section with information related to state-level tests. Districts may add rows as needed to define district-required tests, test type, and their purpose/use in the district but should not modify any FDOE-provided information. If additional types are added, define applicable types in the glossary.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
ACT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
CLT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
FAST PM1 and PM2	Diagnostic/Progress Monitoring	Provides information in mastering the appropriate grade-level standards and provides information on students' progress to parents, teachers, and school and program administrators. Used to provide data for accountability of the Voluntary Prekindergarten Education Program.	s. 1008.25(8), F.S. s. 1008.2125, F.S. s. 1002.68, F.S. Rule 6M-8.601, F.A.C.
FCLE	Summative	If passed, exempts students from the postsecondary civic literacy assessment requirement established by s. 1007.25(4), F.S.	s. 1003.4282(3)(d), F.S. s. 1007.25(4)(b), F.S.
FAST PM1 and PM2	Progress Monitoring	Provide information regarding whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been	

## 2023–24 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
B.E.S.T. ELA Writing	Summative	Purpose: FAST PM3, B.E.S.T., Next Generation Sunshine State Standards assessments measure student achievement of Florida’s academic standards/access points. Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; VAM; scholar designation; Credit Acceleration Program; school improvement plans; school, district, state, and federal reporting	s. 1002.38, F.S.
B.E.S.T. EOC	Summative		s. 1002.68, F.S.
FAST PM3	Progress Monitoring/Summative		s. 1003.4156, F.S.
FSA	Summative		s. 1003.4282, F.S.
Florida Alternate Assessment—Performance Task	Summative		s. 1004.04, F.S.
Florida Alternate Assessment—Datafolio	Portfolio		s. 1004.85, F.S.
Science/Social Studies EOC	Summative		s. 1008.22, F.S.
Statewide Science Assessment	Summative		s. 1008.25, F.S.
			s. 1008.33, F.S.
			s. 1008.34, F.S.
			s. 1008.341, F.S.
			s. 1012.34, F.S.
			s. 1012.56, F.S.
			Rule 6A-1.09422, F.A.C.
			Rule 6A-1.094221, F.A.C.
			Rule 6A-1.094222, F.A.C.
			Rule 6A-1.0943, F.A.C.
			Rule 6A-1.09432, F.A.C.
			Rule 6A-1.09981, F.A.C.
			Rule 6A-1.099811, F.A.C.
			Rule 6A-1.099822, F.A.C.
			Rule 6A-5.0411, F.A.C.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement; can be used as a concordant or comparative score to meet Algebra 1 assessment graduation requirements	s. 1007.35, F.S. Rule 6A-1.09422, F.A.C.
SAT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.

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## 2023–24 Uniform Statewide Assessment Calendar

### 3. Required Statewide Assessments

The following assessments are required for students as indicated in the **Students to Be Tested** column. FDOE will complete this section with the required statewide assessments. Districts should then populate the **District Window** column for each assessment in the table but should not modify any FDOE-provided information.

When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
VPK FAST PM1	Students enrolled in VPK	First 30 instructional days after a student’s enrollment or the start of a program year or school year		CBT	10–20 minutes	Immediately following test completion
FAST PM1	K–Grade 1 ELA Reading	August 7–September 29, 2023 <sup>1</sup>		CBT <sup>2</sup>	10–20 minutes	Immediately following test completion
FAST PM1	Grade 2 ELA Reading	August 7–September 29, 2023 <sup>1</sup>		CBT <sup>2</sup>	15–20 minutes	Immediately following test completion
FAST PM1	K–Grade 2 Mathematics	August 7–September 29, 2023 <sup>1</sup>		CBT <sup>2</sup>	20–30 minutes	Immediately following test completion
FAST PM1	Grades 3–10 ELA Reading	August 14–September 29, 2023		CBT <sup>2</sup>	90 minutes <sup>3</sup>	Immediately following test completion
FAST PM1	Grades 3–5 Mathematics	August 14–September 29, 2023		CBT <sup>2</sup>	80 minutes <sup>3</sup>	Immediately following test completion
FAST PM1	Grades 6–8 Mathematics	August 14–September 29, 2023		CBT <sup>2</sup>	100 minutes <sup>3</sup>	Immediately following test completion

## 2023–24 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
Alternate Assessment Datafolio <sup>4</sup>	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 1: September 11–October 13, 2023		PBT	Varies/Untimed	June 2024
Alternate Assessment Datafolio <sup>4</sup>	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 2: November 13–December 15, 2023		PBT	Varies/Untimed	June 2024
FCLE	Students enrolled in associated courses	November 6–December 15, 2023		CBT <sup>2</sup>	160 minutes <sup>5</sup>	Immediately following test completion
VPK FAST PM2	Students enrolled in VPK	Midyear		CBT	10–20 minutes	Immediately following test completion
FAST PM2	K–Grade 1 ELA Reading	December 4, 2023–January 26, 2024		CBT <sup>2</sup>	10–20 minutes	Immediately following test completion
FAST PM2	Grade 2 ELA Reading	December 4, 2023–January 26, 2024		CBT <sup>2</sup>	15–20 minutes	Immediately following test completion
FAST PM2	K–Grade 2 Mathematics	December 4, 2023–January 26, 2024		CBT <sup>2</sup>	20–30 minutes	Immediately following test completion
FAST PM2	Grades 3–10 ELA Reading	December 4, 2023–January 26, 2024		CBT <sup>2</sup>	90 minutes <sup>3</sup>	Immediately following test completion

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## 2023–24 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST PM2	Grades 3–5 Mathematics	December 4, 2023–January 26, 2024		CBT <sup>2</sup>	80 minutes <sup>3</sup>	Immediately following test completion
FAST PM2	Grades 6–8 Mathematics	December 4, 2023–January 26, 2024		CBT <sup>2</sup>	100 minutes <sup>3</sup>	Immediately following test completion
Alternate Assessment Datafolio <sup>4</sup>	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 3: February 26–March 29, 2024		PBT	Varies/Untimed	June 2024
Alternate Assessment Performance Task <sup>6</sup>	Grades 3–8 ELA & Mathematics; Grades 4–8 Writing; Grades 5 & 8 Science; and Civics EOC	February 26–April 12, 2024		PBT	Varies/Untimed	June 2024
ACT <sup>7</sup>	Grade 11 students in districts that selected ACT	March–April 2024		CBT	175 minutes	3–8 weeks after test administration
SAT <sup>7</sup>	Grade 11 students in districts that selected SAT	March–April 2024		CBT	134 minutes	2–4 weeks after test administration
CLT <sup>7</sup>	Grade 11 students in districts that selected CLT	March–April 2024		CBT	120 minutes	Within 8 business days
VPK FAST PM3	Students enrolled in VPK	The last 30 days of the program or school year		CBT	10–20 minutes	Immediately following test completion
FAST PM3	K–Grade 1 ELA Reading	April 15–May 31, 2024 <sup>8</sup>		CBT <sup>2</sup>	10–20 minutes	Immediately following test completion

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## 2023–24 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST PM3	Grade 2 ELA Reading	April 15–May 31, 2024 <sup>8</sup>		CBT <sup>2</sup>	15–20 minutes	Immediately following test completion
FAST PM3	K–Grade 2 Mathematics	April 15–May 31, 2024 <sup>8</sup>		CBT <sup>2</sup>	20–30 minutes	Immediately following test completion
FAST PM3	Grades 3–10 ELA Reading	May 1–May 31, 2024		CBT <sup>2</sup>	120 minutes <sup>3</sup>	Immediately following test completion
FAST PM3	Grades 3–5 Mathematics	May 1–May 31, 2024		CBT <sup>2</sup>	100 minutes <sup>3</sup>	Immediately following test completion
FAST PM3	Grades 6–8 Mathematics	May 1–May 31, 2024		CBT <sup>2</sup>	120 minutes <sup>3</sup>	Immediately following test completion
Alternate Assessment Performance Task <sup>6</sup>	Grades 9 & 10 ELA; Grades 9 & 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 11–April 26, 2024		PBT	Varies/Untimed	June 2024
B.E.S.T. ELA Writing	Grades 4–10	April 1–12, 2024		CBT <sup>2</sup>	120 minutes <sup>5</sup>	June 2024
FCLE	Students enrolled in associated courses	April 1–May 31, 2024		CBT <sup>2</sup>	160 minutes <sup>5</sup>	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOCs	Students enrolled in associated courses	May 1–31, 2024		CBT <sup>2</sup>	160 minutes <sup>3</sup>	Immediately following test completion
Biology 1, Civics, and U.S. History EOCs	Students enrolled in associated courses	May 1–31, 2024		CBT <sup>2</sup>	160 minutes <sup>3</sup>	Immediately following test completion
Statewide Science	Grades 5 and 8	May 1–31, 2024		CBT <sup>2</sup>	160 minutes <sup>3</sup>	Immediately following test completion

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## 2023–24 Uniform Statewide Assessment Calendar

<sup>1</sup> K–2 FAST assessments for PM1 must be administered within the first 30 instructional days of the school year.

<sup>2</sup> Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

<sup>3</sup> Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

<sup>4</sup> The Alternate Assessment Datafolio is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment or the Alternate Assessment Performance Task is inappropriate, even with accommodations.

<sup>5</sup> Any student who has not completed the test by the end of the allotted time may continue working up to half the length of a typical school day.

<sup>6</sup> The Alternate Assessment Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

<sup>7</sup> Each district must choose to administer the ACT, CLT, or SAT. Complete the row for the assessment chosen by your district and then change the background for the assessment not chosen to gray and leave the district window cell blank.

<sup>8</sup> K–2 FAST assessments for PM3 must be administered within the last 30 instructional days of the school year.

### 4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. The FDOE will complete this section with the applicable statewide assessments. Districts should then populate the **District Window** column for the assessments in the table below but should not modify any FDOE-provided information. If an assessment is not being administered in your district, indicate “N/A” in the **District Window** column.

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Students to Be Tested <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
PreACT	Grade 10	October 2023–April 2024		PBT	150 minutes	Approximately 2 weeks after testing
FSA ELA Writing Retake		September 11–29, 2023		CBT <sup>1</sup>	120 minutes <sup>2</sup>	December 2023
FSA ELA Reading Retake		September 11–29, 2023		CBT <sup>1</sup>	180 minutes <sup>2</sup>	December 2023
FSA Algebra 1 EOC Retake		September 11–29, 2023		CBT <sup>1</sup>	180 minutes <sup>2</sup>	October 2023
FAST Grade 10 ELA Reading Retake		September 11–October 6, 2023		CBT <sup>1</sup>	120 minutes <sup>3</sup>	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOCs		September 11–October 6, 2023		CBT <sup>1</sup>	160 minutes <sup>3</sup>	Immediately following test completion
Biology 1, Civics, and U.S. History EOCs		September 11–October 6, 2023		CBT <sup>1</sup>	160 minutes <sup>3</sup>	October 2023

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Form ARM 001  
Effective September 2022  
Updated November 6, 2023



## 2023–24 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSAA—Performance Task <sup>5</sup> Grade 10 ELA and Algebra 1 EOC Makeup		September 25–October 13, 2023		PBT	Varies/Untimed	December 2023
PSAT/NMSQT	Grade 10	October 2023		PBT	134 minutes	January 2024
NAEP Mathematics	Select grades 4, 8, & 12 students	January–March 2024		CBT	120 minutes	Fall 2024 (grades 4 & 8); Spring 2025 (grade 12)
NAEP Reading	Select grades 4, 8, & 12 students	January–March 2024		CBT	120 minutes	Fall 2024 (grades 4 & 8); Spring 2025 (grade 12)
NAEP Science	Select grade 8 students	January–March 2024		CBT	120 minutes	Spring 2025
FAST Grade 10 ELA Reading Retake		November 27–December 15, 2023		CBT <sup>1</sup>	120 minutes <sup>3</sup>	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOCs		November 27–December 15, 2023		CBT <sup>1</sup>	160 minutes <sup>3</sup>	Immediately following test completion
Biology 1, Civics, and U.S. History EOCs		November 27–December 15, 2023		CBT <sup>1</sup>	160 minutes <sup>3</sup>	January 2024
ACCESS for ELLs	Grades K–12 currently classified as ELL with “LY” code	January 22–March 15, 2024		PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2024
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 22–March 15, 2024		PBT	80 minutes	June 2024
FSA ELA Grade 10 Retake – Writing		February 19–March 8, 2024		CBT <sup>1</sup>	120 minutes <sup>2</sup>	May 2024
FSA ELA Grade 10 Retake – Reading		February 19–March 8, 2024		CBT <sup>1</sup>	180 minutes <sup>2</sup>	May 2024

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## 2023–24 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested <sup>4</sup>	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA Algebra 1 EOC Retake		February 19–March 8, 2024		CBT <sup>1</sup>	180 minutes <sup>2</sup>	May 2024
FAST Grade 10 ELA Reading Retake		May 1–31, 2024		CBT <sup>1</sup>	120 minutes <sup>3</sup>	Immediately following test completion
FAST Grade 10 ELA Reading Retake		July 15–26, 2024		CBT <sup>1</sup>	120 minutes <sup>3</sup>	Immediately following test completion
B.E.S.T. Algebra 1 and Geometry EOC		July 15–26, 2024		CBT <sup>1</sup>	160 minutes <sup>3</sup>	August 2024
Biology 1, Civics, and U.S. History EOCs		July 15–26, 2024		CBT <sup>1</sup>	160 minutes <sup>3</sup>	August 2024

<sup>1</sup> Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

<sup>2</sup> Any student who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

<sup>3</sup> Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

<sup>4</sup> If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

<sup>5</sup> The FSAA—Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

### 5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in the district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
Assessment	Students To Be Tested	District Window	Mode	Testing Time	Results Expected
iReady Diagnostic: Reading	K-8	August 14 – 18, 2023	CBT	<i>Suggested</i> 50 minutes (K-1) 90 minutes (2-8)	1 week after
iReady Diagnostic: Math	K-8	August 14 – 18, 2023	CBT	<i>Suggested</i> 50 minutes (K-1) 90 minutes (2-8)	1 week after

## 2023–24 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
iReady Diagnostic: Reading (MOY)	K-8	January 8 - 20, 2024	CBT	<i>Suggested</i> 50 minutes (K-1) 90 minutes (2-8)	1 week after
iReady Diagnostic: Math (MOY)	K-8	January 8 - 20, 2024	CBT	<i>Suggested</i> 50 minutes (K-1) 90 minutes (2-8)	1 week after
iReady Diagnostic: Reading (EOY)	K-8	April 15 - 24, 2024	CBT	<i>Suggested</i> 50 minutes (K-1) 90 minutes (2-8)	1 week after
iReady Diagnostic: Math (EOY)	K-8	April 15 -26, 2024	CBT	<i>Suggested</i> 50 minutes (K-1) 90 minutes (2-8)	1 week after
District Diagnostic: STAR Reading & Math	K-10	August 14 – 18, 2023	CBT	<i>Suggested</i> 20-30 minutes	Immediately after testing
Achieve 3000 Level Set	6-12	August 14 – 18, 2023 January 8 - 22, 2024 April 15 – 26, 2024	CBT	60 minutes	Immediately after testing
STAR Progress Monitoring	K-10	October 16 – 20, 2023 February 5 – 9, 2024 March 25 – 29, 2024	CBT	60 minutes	Immediately after testing
Benchmark Comprehensive Assessment (BCA)	HeadStart	Aug 21 – Sept 22, 2023 Nov 27 – Dec 15, 2023 April 15 – May 3, 2024	PBT	45-60 minutes	Immediately after testing



## 2023–24 Uniform Statewide Assessment Calendar

### 6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments <sup>1</sup>			District Assessments <sup>1</sup>			Approximate Total Testing Time (In Minutes)
	Range of Minutes	Median Number of Minutes	% Net Instructional Time <sup>2</sup>	Range of Minutes	Median Number of Minutes	% Net Instructional Time <sup>2</sup>	
VPK	30–60	45	0.10%	30-60	45	0.10%	45
K	90–150	120	0.28%	30-60	45	0.10%	165
1	95–150	122.5	0.28%	30-60	45	0.10%	167.5
2	105–150	127.5	0.30%	90-120	105	0.24%	232.5
3	560	560	1.30%	360	360	0.83%	920
4	680	680	1.26%	540	540	1.00%	1220
5	840	840	1.56%	680	680	1.26%	1520

<sup>1</sup> In accordance with Senate Bill 2524 § 45 (Chapter 2022-154, § 45, Laws of Florida), the Department must collect from each school district, by grade level, the range and median number of minutes per school year, including as a percentage of net instructional time, students in prekindergarten through grade 5 spend on district-required assessments and coordinated screening and progress monitoring and state-required assessments and coordinated screening and progress monitoring.

<sup>2</sup> The percent net instructional time is based on 43,200 instructional minutes per school year for VPK through grade 3 and on 54,000 instructional minutes per school year for grades 4 through 5, per s. [1011.61](#), F.S.

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)**
6	740	360	360
7	900	360	360
8	900	360	360
9	740	150	150
10	580	150	150
11	160+175/120/134 <sup>1</sup>	160+134/720+294	1014
12	160		

<sup>1</sup> The amount of time for grade 11 statewide assessments will depend on whether a district selects ACT, CLT, or SAT. If ACT, use 335 minutes (160 + 175) for the grade 11 Statewide Assessments cell. If CLT, use 280 minutes (160 + 120) for the grade 11 Statewide Assessments cell. If SAT, use 294 minutes (160 + 134) for the grade 11 Statewide Assessments cell.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 10c

**DATE OF SCHOOL BOARD MEETING:** November 21, 2023

**TITLE OF AGENDA ITEM:** 2023-2024 Student Progression Plan Revision

**DIVISION:** Academic Services

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

**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

The purpose of this item is to provide awareness of the Student Progression Plan for the 2023-2024 school year. The plan has been revised to provide updated requirements for student promotion to grade 4. The plan also explicitly outlines requirements for student progression.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Lisa Robinson 

**POSITION:** Director of Elementary Education

-----  
INSTRUCTIONS TO BE COMPLETED BY PREPARER

0  Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_



# Gadsden County Public Schools

2023-2024

## STUDENT PROGRESSION PLAN



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## FOREWORD

In 1976, The Florida State Legislature passed into law the Educational Accountability Act of 1976, which includes the statutory requirement that each school district in the State of Florida establish a comprehensive program for pupil progression.

In 2003, the Legislature enacted Florida Statute 1008.25, which changed the name of this document from Pupil Progression Plan to Student Progression Plan and requires more stringent student performance for promotion and greater communication with parents regarding progress, including the publication of annual reports in the local newspaper.

The Student Progression Plan is revised and updated annually, based on input from school and district personnel and legislative and State Board Rule changes. This plan is written in the best interest of individual students and complies with the State Statutes and directives from the Florida Department of Education. All district level and school level instructional personnel, parents, and students are encouraged to study the requirements of the Gadsden County Schools Student Progression Plan, with the understanding that the legislative intent is to raise the quality of education in Florida schools.

Promotion, remediation, retention, or specific assignment procedures contained in this plan are designed to ensure that each student's grade placement is made to serve the best interests of the student and are in accordance with *F.S. 1008.25* and all other relevant state and school board rules.

The Gadsden County Public School District has a strategic plan in place to improve instruction and student achievement in all of its schools. The plan incorporates many of the Best Practices recommended by the guidelines of Florida's Office of Program Policy Analysis and Governmental Accountability (OPPAGA).

Every student in the Gadsden County public school system is expected to make satisfactory progress through the grades and achieve a level of academic proficiency and social/emotional development which will enable him/her to benefit from instruction at the next grade level. The Gadsden County Student Progression Plan implements school board policy and establishes procedures to be followed. It provides each student enrolled in the Gadsden County public schools with the maximum opportunity to succeed in school.

All Gadsden County Public Schools are expected to make every reasonable effort to assist students in meeting promotion and/or graduation requirements.

**The Gadsden County School District is on a journey toward achieving excellence. Our students are the reason we exist, and everything we do must be focused on the things that are in their best interest. From this perspective, we will continue to be committed to collaborating with all stakeholders to better prepare our students for life in a global society.**

### **CORE BELIEFS**

The Gadsden County School District believes that:

- all students will learn when instruction is engaging, rigorous, differentiated and individualized;
- learning environments must be safe and supportive;
- schools exist to foster the development and well-being of the whole child;
- understanding and respecting diversity enriches students' lives;
- every student has a right to a high quality education;
- success requires shared responsibility, collaboration and communication among all staff, families, students and the community;
- engaged families combined with highly effective teachers and school leaders are the central components of a successful school;
- positive character education is essential to whole child development;
- high-quality customer service is a critical component of high-quality education;
- everyone must be held to the highest ethical standards to achieve excellence;
- everyone must contribute to and be held accountable for student achievement; and
- all district services must clearly be linked to student achievement.

### **VISION**

The Gadsden County Public Schools comprises a system of excellence that prepares ALL students to live and successfully compete in a global society.

### **MISSION**

The mission of Gadsden County Public Schools is to collaborate with all stakeholders to provide a safe, caring, rigorous and engaging instructional environment in which students can learn and succeed.

ELEMENTARY STUDENT  
PROGRESSION



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“Doing the best at this moment  
puts you in the best place for the  
next moment.”

Oprah Winfrey

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## LEGAL BASIS OF THE STUDENT PROGRESSION PLAN

**A. S. 1008.25 Public school student progression; remedial instruction; reporting requirements.** It is the intent of the Legislature that each student's progression from one grade to another be determined, in part, upon proficiency in reading, writing, science, and mathematics; that district school board policies facilitate such proficiency; and that each student and his or her parent be informed of that student's academic progress.

### ELEMENTARY SCHOOL (Grades K - 5)

#### I. ADMISSION AND ENROLLMENT

##### A. ADMISSION:

The following policies for admission to Gadsden County Schools are in effect for all students in Gadsden County.

##### 1. First Entry to Gadsden County Schools

Proof of date of birth for students (For acceptable alternates to birth certificates see Florida Statute 1003.21(4))

- a. Evidence that the parent(s)/guardian(s) are legal residents of the school's attendance area or have district-approved registration through School Choice procedures.
- b. A valid Florida Certificate of Immunization from a health professional.
- c. Kindergarten through 6<sup>th</sup> grade immunizations required for entry:
  - (1) 4-5 doses of DTP or DTap (If the 4<sup>th</sup> dose is administered after the 4<sup>th</sup> birthday, a 5<sup>th</sup> dose is not required);
  - (2) 3-5 doses of polio, final dose must be administered after 4<sup>th</sup> birthday;
  - (3) 2 doses of MMR;
  - (4) 2 doses of Varicella or documentation of chicken pox disease;
  - (5) 3 dose of Hepatitis B;
- d. A certificate showing a physical examination within 12 months prior to enrollment

##### 2. Upon initial admission or entry from one attendance zone to another in Gadsden County Public Schools, evidence of residence must be presented to the receiving school. All addresses are subject to verification. The following documents shall be required:

- a. Owned residence
  - (1) copy of the recorded deed (or agreement for deed), or a certified copy of the declaration of homestead exemption, and
  - (2) a copy of a current electric bill or initial order for service; and
  - (3) one of the following current documents:
    - (a) auto registration
    - (b) driver's license
    - (c) voter's registration
    - (d) Florida ID

- b. Rented or leased residence
  - (1) Copy of current lease, rental agreement, or a notarized letter from the landlord, and
  - (2) Copy of a current electric bill or initial order for service; and
  - (3) One of the following current documents:
    - (a) Auto registration
    - (b) Driver's license
    - (c) Voter's registration
    - (d) Florida ID
- c. Non-primary owner or renter (families living with families):  
A Verification of Residency Form must be completed by primary and non-primary owner or renter. This form is for one school year only.
- d. If applicable, legal documents, i.e. a copy of current judgment of divorce (dissolution of marriage) or other court order establishing the right of custody should be presented at time of enrollment.

**B. ENROLLMENT GUIDELINES**

A minor child's residence is that of the child's parent or parents. A child residing in Gadsden County, Florida must be enrolled in and attend the public school that serves the child's residential attendance zone, unless otherwise authorized by the School Choice Office, ESE school assignment, appropriate district level administrator, disciplinary assignment under the Student Code of Conduct, assignment by the School Board "in lieu of expulsion, or a "no contact order" entered by a court of competent jurisdiction.

The following guidelines govern the enrollment of students into the elementary schools of Gadsden County, Florida:

**1. KINDERGARTEN**

Any child who has attained the age of five years on or before September 1, will be admitted to kindergarten at any time during that school year.

**2. FIRST GRADE**

Any child who has attained the age of six years on or before September 1, will be admitted to first grade if kindergarten has been successfully completed. Successful completion of kindergarten will be defined as:

- a. regular attendance in a 180-day instructional program;
- b. attaining the age of five (5) on or before September 1 – required for legal entry into kindergarten;
- c. an official letter or transcript from a proper school authority (to include home education) which shows records of attendance, academic information, and grade placement of the student. A student from a private school and/or out of state must document successful completion of kindergarten the **GCPS Form: Private to Public**.



**C. TRANSFERS FROM OUT-OF-STATE SCHOOLS OR OUT-OF-COUNTRY SCHOOLS**

Students who transfer from an out-of-state or out-of-country school must meet age requirements for admission to Florida public schools. The grade placement shall be age appropriate for English Language Learner (ELL)/ Limited English Proficient (LEP) students.

Students who transfer from an out-of-state school/country who met the age requirements in that state/country may be admitted if parent/guardians provide documentation of:

- a. Status as legal residents of that state/country at the time of their child's enrollment.
- b. Child's date of birth.
- c. Immunization.
- d. A medical examination completed within the last twelve months.
- e. An official transcript or letter from school authorities, which shows a record of attendance, academic information, and grade placement of the student.

**D. TRANSFERS FROM K-5 HOME EDUCATION AND PRIVATE SCHOOLS**

When a student who meets legal age requirements transfers from a home education or private school, the principal is responsible for appropriate grade level/program placement. Placement in the same grade as that recommended by the former school is not automatic. Student performance during the first quarter of enrollment will also be considered. A placement decision may be made in consultation with teachers, other appropriate staff members, and parents/guardians.

**E. SCREENING ACTIVITIES FOR NEW ENROLLEES**

Kindergarten students will participate in the Florida Kindergarten Readiness Screener (FLKRS) upon fall entry into kindergarten. A four to six-week screening period will be allowed from time of enrollment to assist with placement adjustments.

Students may also participate in additional screening activities to assist with grade level placement. Screening may include, but is not limited to, the following measures and observations of:

- a. Academic performance/concept development
- b. Communication competence
- c. Social/emotional behavior
- d. Health and physical development
- e. Home language
- f. English language proficiency assessment
- g. Previous academic records

## II. ELEMENTARY INSTRUCTION

In the event of an individual, classroom, school-wide, or district crisis need, Gadsden Innovative Instructional Plan (Remote Learning) will act as the default instructional platform.

### A. REGULAR PROGRAM – GENERAL PROGRAM REQUIREMENTS

1. Student Performance: Gadsden County Public Schools provides instruction in all required course standards and has instructional frameworks aligned to the course standards in the areas of English language arts, mathematics, science, and social studies. Teachers instruct utilizing the instructional frameworks as a guide for sequencing standards-based instruction. A schoolwide system of progress monitoring is utilized to support students with identified deficiencies. Student progression is based upon mastering the standards in each course as evidenced by student grades on the student's report card as well as formative data obtained from progress monitoring and summative data obtained from a student's performance on the statewide, standardized assessment program.
  - a. For grades and subjects in which no current state assessments are administered, school districts must establish and assess expected levels of performance for student progression using district-selected assessments such as students' class work; observations; class, school, district, and/or state assessments; or other relevant information.
  - b. It is the responsibility of the classroom teacher to screen, instruct, assess, and monitor the progress of student proficiency on all Florida Standards/Next Generation Sunshine State Standards. Each teacher shall develop daily lesson plans for all subjects taught. Plans should reflect the teaching of Florida Standards/Next Generation Sunshine State Standards for K-5, including English Language Learners' and Exceptional Education Student modifications, when necessary. The principal or principal designee shall check lesson plans regularly. Standards will be consistently taught and assessed throughout the year. Assessment of proficiency will be based on Florida B.E.S.T Standards/Next Generation Sunshine State Standards, the K-5 Decision Tree located in the K-12 Comprehensive Reading Plan, supplemental materials, student work samples, observation of the student's performance, and student self- assessment.
  - c. Each elementary school shall regularly assess the reading ability of each K-5 student. (See K-12 Comprehensive Reading Plan: Curriculum Decision Tree recommendations). State and district diagnostic assessment tools will be used to identify a student's area of academic need. It is the responsibility of the classroom teacher to screen all Gadsden County Public Schools' students within 30 school days of entry. The parent of any

K-5 student who exhibits a reading deficiency shall be notified in writing of the student's deficiency within 45 school days from the students' first day of enrollment.

- d. A student who has a substantial reading deficiency as determined in Florida Statute 1008.25 (5) (a) must be covered by a federally required student plan, such as an individual education plan or an individualized progress monitoring plan, or both, as necessary. (Florida Statute 1008.25(4)(c))
- e. Any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency. A school may not wait for a student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. The student's reading proficiency must be monitored, and the intensive reading interventions must continue until the student demonstrates grade-level proficiency in a manner determined by the District, which may include achieving a level 3 on the statewide, standardized English language arts assessment. The State Board of Education shall identify by rule guidelines for determining whether a student in kindergarten through grade 3 has a substantial deficiency in reading. Florida Statute 1008.25 (5)(a)
- f. The district's comprehensive program for student progression uses assessment data, including universal screening and ongoing progress monitoring, to evaluate the effectiveness of instruction, identify students needing more intensive instructional support, and monitor each student's response to implemented interventions. Students who do not meet grade-level expectations receive increasingly intense intervention services. The areas of academic need and intervention strategies are defined through a problem-solving/Multi-Tiered System of Supports (MTSS) process. Multiple tiers of increasingly intense instruction/intervention services are implemented to support student academic proficiency. Students are matched to strategic and intensive interventions based on data from multiple assessment sources. Student progression decisions consider the effectiveness of core instruction and the student's response to evidence-based interventions. Interventions for academics and/or behavioral deficiencies will be provided through the Gadsden County Public Schools Multi-Tiered System of Supports (MTSS) process.

Parents may not refuse remedial/intervention services. A school district has the authority and responsibility to design the student's course of study. It is the school that is held accountable for the student's progress.

- g. As required by Florida Statute 1001.42 (18) (b), an elementary grades early warning system is used to identify students who need additional support to improve academic performance and stay engaged in school. When a student exhibit two (2) or more early warning indicators as required by law, a school-based team, in consultation with the student's parent, shall determine appropriate intervention strategies for the student unless the student is already being served by an intervention program at the direction of a school-based, multi-disciplinary team.
- h. Student satisfactory achievement is defined by Gadsden County Public Schools as the ongoing demonstration and application of Florida Standards/Next Generation Sunshine State Standards. Satisfactory achievement on statewide, standardized assessment is defined as scoring at level 3 or above. Each student must participate in assessments as required by Florida Statutes 1008.25.
- i. Students must demonstrate a satisfactory level of achievement in English language arts, mathematics, science, and social studies at each grade level as determined by state/district levels of achievement on state assessments and/or local levels of achievement on district assessments. The independent work of the student will be considered as a criterion in the student's placement decision.
- j. All parents will be notified regularly of their child's achievement during the school year. Gadsden County Public Schools will report to the parent of each student the progress of the student toward achieving state and district expectations for satisfactory achievement in English language arts, mathematics, science, and social studies. The evaluation of each student's progress must be based on the student's classroom work, observations, tests, district and state assessments, and other relevant information. The final report card will indicate performance or non-performance at grade level, acceptable or unacceptable behavior, attendance, and promotion or retention.
- k. Students with report card grades of "D's" or "F's" in English language arts, mathematics, or science should be monitored closely and may be considered for diagnostic assessment. If needed, remediation will be provided through the MTSS process. These students will be considered for possible retention. English Language Learners, two years or less in the program, will not be marked below grade level.
- l. Students working below grade level (working on curriculum standards below his/her current grade level) must be diagnostically assessed and provided remediation through the Multi-Tiered System of Supports

(MTSS) and considered for possible retention. Students marked below level for English language arts on the report card must:

- (1) Be diagnosed and provided remediation through intensive reading instruction required by the K-12 Comprehensive Reading Plan.
- (2) Based on diagnoses, have his/her individual areas of deficiency in phonemic awareness, phonics, fluency, comprehension and/or vocabulary identified, addressed, and monitored frequently.
- (3) Be considered for possible retention and have this marked in the comment section.
- (4) Be reassessed by locally determined assessments and through teacher observation at the beginning of the grade following the intensive reading instruction.
- (5) Continue to be provided intensive reading instruction until the reading deficiency is remedied.

**NOTE:** The Gadsden County School District is committed to the academic, social, and ethical development of all scholars. We feel that academic dishonesty inhibits a scholar's achievement and compromises the trust between teacher and scholar, which is fundamental to the learning process. The academic integrity code communicates the meaning and importance of intellectual honesty to all scholars, articulates and supports the interest of the learning community in maintaining the highest standards of conduct in academic affairs. Our code identifies, sanctions, and educates those who fail to live up to the stated expectation of the Gadsden County School District regarding these standards.

An integral part of education is developing a sense of academic honesty and integrity. **Gadsden County School District has zero tolerance in regard to cheating/plagiarism, whether in the face-to-face or the remote environment.** If a student cheats or plagiarizes on any class work or assessment (tests/quizzes), that student will receive a zero and the classroom teacher will notify their parent/guardian. In addition, any student who assists another student in the act of cheating/plagiarizing will experience the same consequences. Students will have an opportunity to complete the assignment or take the assessment to assist the student in mastery of the content; however, their grade will remain a zero.

**B. PROMOTION FROM KINDERGARTEN TO GRADE 1**

A student must receive a "satisfactory" grade in language, reading, mathematics, and writing and demonstrate progress in science and social studies. Consideration should also be given to social growth and work habits.

**C. PROMOTION FROM GRADE 1 TO GRADE 2 AND GRADE 2 TO GRADE 3**

A student must receive passing grades in the areas of reading, language, and mathematics, and demonstrate progress in process writing, science, and social studies.

**D. PROMOTION FROM GRADE 3 TO GRADE 4**

A student must receive passing grades in the areas of reading, language, mathematics, science, and process writing. Florida Statute 1008.25 (5) (b) requires that a grade 3 student must also score at or above Level 2 on the Florida Assessment of Student Thinking (F.A.S.T.) in Reading. A 3rd. grade student who is deficient in reading at the end of the school year, as demonstrated by not scoring a level 2 or higher on the statewide assessment test must be retained unless exempted for “good cause”.

**E. PROMOTION FROM GRADE 4 TO GRADE 5 AND GRADE 5 TO GRADE 6**

To be promoted to the next grade, a student in grades 4 through 5 must receive passing grades in the areas of reading and/or language process writing (where applicable), mathematics and science.

**F. RETENTION DECISIONS & THE ROLE OF JUDGMENT**

While retention decisions will be made on a case-by-case basis with the principal having the final decision, the teacher’s judgment and the student’s work portfolio play a critical role in the evaluation of a student’s satisfactory performance and in the identification of a student’s area(s) of academic need. Pertinent factors, such as teacher observation, classroom assessment results, and classroom performance, must be considered by the teacher to identify the intervention(s) and/or intensive instructional strategies that will assist that student in meeting district and state performance levels. The Principal and IEP committee must adhere to the Good Cause Retention Waiver when considering retention for Students with Disabilities.

**G. SOCIAL PROMOTION**

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.

**H. GRADES/ATTENDANCE**

Excessive absences may impact class grades.

**I. ENGLISH LANGUAGE LEARNERS (ELL)/ LIMITED ENGLISH PROFICIENT LEP**

No promotion or retention decision may be made for any individual student classified as ELL/LEP based solely on a score on any single assessment instrument, whether such assessment instrument is part of the statewide assessment program or of a particular district’s formal assessment process. A formal retention recommendation regarding an ELL/LEP student may be made through action of an ELL/LEP committee. This committee meeting is held prior to Good Cause decision affecting ELL/LEP students.



### **III. ASSESSMENTS**

#### **A. STATEWIDE ASSESSMENT PROGRAM**

All students will participate in the statewide assessment program as specified by F.S. 1008.22. Students performing below the defined proficiency levels in reading and mathematics will receive further assessments to determine the nature of the student's difficulty and areas of academic need. These students will receive remediation through a variety of delivery models and will have systematic review through the school's Progress Monitoring Plan.

#### **B. SCREENING AND DIAGNOSTIC ASSESSMENT**

Elementary students will participate, as appropriate, in the screening, diagnostic assessment, intervention, remediation, and enrichment processes as published in the district's K-12 Comprehensive Reading Plan.

#### **C. REGULAR DISTRICT OR CLASSROOM ASSESSMENT**

Students in grades K-5 will participate in regular district or classroom reading, mathematics, science, social studies, and writing assessments.

### **IV. INTERVENTION AND REMEDIATION**

#### **A. SUBSTANTIAL DEFICIENCY IN READING**

Any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading, or the characteristics of dyslexia, based upon screening, diagnostic, progress monitoring or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic and multisensory reading interventions, that are grounded in the science of reading, immediately following the identification of the reading deficiency or the characteristics of dyslexia to address his or her specific deficiency or dyslexia.

A school may not wait for a student to receive a failing grade at the end of a grading period or wait until a plan is developed to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. In addition, a school may not wait until an evaluation conducted pursuant to s. 1003.57, F.S., is completed to provide appropriate, evidence-based interventions for a student whose parent submits documentation from a professional licensed under Chapter 490, F.S., which demonstrates that the student has been diagnosed with dyslexia. Such interventions must be initiated upon receipt of the documentation and based on the student's specific areas of difficulty as identified by the licensed professional.

A student who has a substantial reading deficiency must be covered by a federally required student plan, such as an individual educational plan or an individualized progress monitoring plan, or both, as necessary pursuant to s. 1008.25(4)(c), F.S. For Reading, the individualized progress monitoring plan shall include at a MINIMUM:

1. The student's specific, identified reading deficiency.
2. Goals and benchmarks for student growth in reading.

3. A description of the specific measures that will be used to evaluate and monitor the student's reading progress.
4. For a substantial reading deficiency, the specific evidence-based literacy instruction is grounded in the science of reading which the student will receive.
5. Strategies, resources and materials that will be provided to the student's parent to support the student to make reading progress.
6. Any additional services the student's teacher deems available and appropriate to accelerate the student's reading development.  
(s. 1008.25(4)(c), F.S.) Please note that if a student is covered by an Individual Educational Plan (IEP) ONLY, the above criteria should be documented in the IEP along with all other required documentation.

In accordance with Rule 6A-6.053(10), F.A.C., a kindergarten through grade 3 student is identified as having a substantial deficiency in reading if any of the following criteria are met:

### **Guidance for Benchmark in Reading**

#### **Use the Below information to Determine if a student needs a Progress Monitoring Plan**

- A. For kindergarten, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle or end of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S., and the student has demonstrated, through progress monitoring, formative assessments or teacher observation data, 2 minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension.
- B. For grades 1 and 2, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment for the specified testing window of the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S., and the student has demonstrated, through progress monitoring, formative assessments or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension.
- C. For grade 3, the student scores: 1. Below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S., and the student has demonstrated, through progress monitoring, formative assessments or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or 2. Level 1 on the end of the year statewide, standardized English Language Arts assessment pursuant to s. 1008.22(3)(a), F.S. Students that exhibit a substantial deficiency in reading as determined by standard assessments

will be provided intensive reading instruction immediately following the identification of the reading deficiency. The student's reading proficiency will be reassessed by locally-determined assessments or through standardized assessments at the beginning of the grade following the intensive reading instruction. Teachers will continue to implement intensive reading instruction until the reading deficiency is remediated.

**B. REMEDIATION AND SUPPLEMENTAL INSTRUCTION**

The classroom teachers shall allocate remedial and supplemental instruction (Tier 2 and/or Tier 3) as specified by current Florida Statute, with priority given to students who are deficient in reading by the end of grade 3. The district will provide the training and resources to ensure that teachers are implementing research based reading strategies that have been shown to be successful in improving reading among low-performing readers.

**V. PARENT NOTIFICATION AND PROGRESS MONITORING**

**A. DANGER OF FAILURE NOTIFICATION**

Any time during a grading period that a student is in danger of failing, the teacher must make a documented contact with the parent by speaking with them on the phone, meeting in a conference, or sending written notification. [FAC 6A-6.0908]

**B. NOTIFICATION LANGUAGE**

Notification will be in a language or mode of communication understandable by parents/guardians, unless clearly not feasible.

**C. GRADE 3 RETENTION NOTIFICATION**

The parent/guardian of any student in grades K-3 who exhibits a substantial deficiency in reading will be informed that if the student's reading deficiency is not remediated by the end of grade 3, the student must be retained unless exempt from mandatory retention for good cause. Parents and guardians will be provided strategies to use in helping their child succeed.

**D. FREQUENT MONITORING OF STUDENT PROGRESS**

Schools will provide frequent monitoring of student progress, and upon subsequent evaluation, if the deficiency has not been remediated, the student may be retained. Students will continue to receive remedial or supplemental (Tier 2 and/or Tier 3) instruction. [F.S. 1008.25(4)(c)]

**E. ANNUAL PARENT NOTIFICATION REQUIREMENTS**

Annually, the school district will provide a written report to parents/guardians in a language they understand, unless clearly not feasible [FAC 6A-6.0908(2)], the following information:

1. the progress of each student toward achieving state and district expectations for proficiency in reading and mathematics; and
2. the results on each statewide assessment test including: NGSSS Science Grade 5; and
3. the evaluation of each student's progress based upon classroom work, observations, tests, district and state assessments, and other relevant information.

**VI. INSTRUCTIONAL PROGRAM FOR RETENTION YEAR**

**A. INTENSIVE INSTRUCTION**

Students who are retained will be provided an intensive program that is different from the previous year's program which can include, but not limited to adapting to a student's learning style, change in teacher, change in delivery models, or other assistance.

**B. GRADE 3 RETENTION**

If a student's reading deficiency is not remediated by the end of grade 3 as demonstrated by scoring a Level 2 or higher on the statewide assessment test in reading for grade 3, the student must be retained unless determined to be exempt for good cause.

## **VII. INSTRUCTIONAL PROGRAM FOR STUDENTS WITH MULTIPLE RETENTIONS**

Students who are retained two or more years will be provided an appropriate alternative placement that includes specialized diagnostic information and specific reading strategies in an altered instructional day as specified in the school's Progress Monitoring Plan.

## **VIII. GRADE THREE MANDATORY RETENTION EXEMPTIONS**

### **A. GOOD CAUSE EXEMPTION DETERMINATION PROCESS**

A team of professional staff shall review students who do not meet the mandatory reading requirement. Requests for good cause exemptions for grade 3 students from the mandatory retention shall be submitted to the school principal with appropriate documentation. The principal shall review and discuss the recommendation and make the determination as to whether the student should be promoted or retained. If the principal determines that the student meets the requirements for a good cause exemption and should be promoted, the principal shall make such recommendation in writing to the superintendent. The superintendent or designee shall accept or reject the principal's recommendation in writing.

### **B. GOOD CAUSE EXEMPTIONS**

Good cause exemptions for grade three retentions shall be limited to the following:  
[F.S.1008.25 (6) (b)(1-6)]

1. A student with limited English proficiency who has had less than two (2) years of instruction in an English for Speakers of Other Languages (ESOL) program based on the initial date of entry into a school in the United States and meets all other district promotion requirements;
2. A student with a disability whose Individual Education Plan (IEP) indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule (Section 1008.212, F.S.);
3. A student who demonstrates an acceptable level of performance on a district and State approved alternative standardized reading or English Language Arts assessment;
4. A student who demonstrates, through a student portfolio, that he/she is reading on grade level as evidenced by demonstration of mastery of the English Language Arts Florida Standards tested in reading equal to at least a Level 2 performance. A student in grades 4-8 who demonstrates through a portfolio that promotion requirements have been met in other applicable subject areas;
5. A student with a disability, who has been previously retained in the K-3 grade group, who participates in the F.A.S.T., and who has an Individual Education Plan (IEP) or a 504 plan that reflects that the student has received

intensive remediation in reading or English Language Arts for more than 2 years but still demonstrates a deficiency in reading;

6. A K-3 student who has received intensive remediation in reading for 2 or more years but still demonstrates a deficiency in reading and/or mathematics, and who was previously retained in the K-3 grade group for two or more years;
7. A 4-8 student who has received intensive remediation in reading and/or mathematics for 2 or more years in the 4-8 grade group but still demonstrates a deficiency in reading and/or mathematics and who has previously retained for 2 or more years in the 4-8 grade group or combined retentions of 3 years in the K-8 grade group.

See Appendix P.

## **IX. OTHER RETENTION WAIVERS**

### **A. SOCIAL PROMOTION**

A team of professional staff must conduct a case review for students being considered for retention. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.

### **B. GOOD CAUSE RETENTION WAIVER**

The principal, with input from the school intervention team (SIT), IEP committee, ELL/LEP committee and/or other professional staff, may waive the promotion requirements for students other than grade three students in reading by meeting any of these good cause conditions:

1. Previous retention – a student who has had a prior retention.
2. Alternative Programs – a student being considered for placement or currently placed in an approved special program such as ESE, dropout prevention, Section 504, or ESOL may be considered for an exemption. Good cause shall be based on documentation from an ELL/LEP, Section 504 meeting, ESE staffing or IEP review committee. The documentation must contain the recommendation and reasons for the student's exemption.
3. Attendance – a student with problems of a unique nature that causes extended absences.

## **X. MID-YEAR PROMOTION OF STUDENTS RETAINED IN GRADE THREE**

### **A. MID-YEAR PROMOTION**

Any student in Grade 3 who has been retained at least once in grades K-3 may be eligible for mid-year promotion.



**B. MID-YEAR PROMOTION PRIOR TO NOVEMBER 1**

On or before November 1, retained Grade 3 students may be recommended for promotion if they meet these criteria: For successful completion of the district Grade 3 portfolio assessments to document the recommendation for promotion, there must be evidence of mastery of Grade 3 tested Florida B.E.S.T. Standards for English/Language Arts. The district's portfolio requirements incorporate these required elements as specified in [FAC 6A- 1.094222]. The student's performance must include mastery of the benchmarks assessed in Grade 3. Students must show 80% mastery (4 of 5 items correct) on each benchmark on each assessment.

**C. MID-YEAR PROMOTION AFTER NOVEMBER 1**

For mid-year promotion after November 1:

Retained Grade 3 students may be recommended for mid-year promotion based on student's mastery of third grade tested Florida B.E.S.T. Standards Benchmarks for English/Language Arts and beginning mastery of the Benchmarks for fourth grade consistent with the month of promotion to fourth grade. These students may be recommended for promotion to Grade 4 at any time from November 1 until the last school day of the first semester.

**D. MID-YEAR PROMOTION AUTHORITY**

For all mid-year promotions: The principal will recommend mid-year promotion for all eligible students. The Superintendent/Designee will review and sign all mid-year promotion recommendations.

**E. PROGRESS MONITORING PLAN (PMP)**

The Progress Monitoring Plan for any retained third grade student who has been promoted mid-year to fourth grade must continue to be implemented and monitored for the entire academic year.

**XI. PROCEDURES FOR RETAINED STUDENTS NOT PROMOTED MID-YEAR**

**A. DIAGNOSTIC ASSESSMENT**

Grade 3 students who are not promoted mid-year will continue to be monitored three times annually through the *STAR* assessment.

**B. GRADE 3 RETENTION READING REQUIREMENT**

Students who have been retained once in grade 3 will continue to participate in a 90-minute reading block and receive additional instructional time.

**C. READING REMEDIATION FOR MULTIPLE RETENTION**

Students who have been retained twice in grade 3 will be provided with 180 minutes of reading instruction.

## XII. ACCELERATION

### Academic Challenging Curriculum to Enhance Learning (ACCEL)

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. *For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged.* The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into middle and high school. **The students' commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements.** School principals are required to inform parents and students of the available ACCEL options and the student eligibility requirements. Parent permission is necessary for ACCEL options.

#### Acceleration Options:

**Whole Grade Promotion** – Promotion of a student occurring at the end of the school year from one grade to a grade higher than normal matriculation allows. The student will be monitored for the first four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.**

**Mid-Year Promotion** – A student remains coded in the grade level they are currently enrolled in and is placed in the next grade level for instruction. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.** If appropriately placed, the student will be formally promoted to the next grade level mid-year.

**Subject Matter Acceleration** – A student that is placed with students at a more advanced grade level on campus for one or more subjects for a part of a day without being assigned to a higher grade. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.** Core middle school courses (Language Arts, Math, Social Studies, or Science) taken in elementary school will be used to satisfy middle school promotion criteria once the student is enrolled in middle school. The grades will become part of the middle school academic record, including failing grades, and may impact future promotion. Student schedules must reflect courses taken. **Middle school courses are accessible only through K12 Virtual School and Panhandle Area Educational Consortium (PAEC) Virtual School.**

**Virtual Instruction Higher Grade-Level Subjects** - A student that is placed with students at a more advanced grade level in a virtual class for one or more subjects for a

part of a day without being assigned to a higher grade. Middle school courses are accessible only through K12 Virtual School and Panhandle Area Educational Consortium (PAEC) Virtual School.

**Advanced Work Class** – A student is placed with students for the entire day without being assigned to a higher grade to work on more advanced work. The program provides a uniquely differentiated curriculum and allows students the opportunity to interact with intellectually similar peers throughout the day. This approach will allow students to collaborate with other like-minded students, engage in more challenging assignments and gain confidence to express ideas in alternative ways. Students will gain opportunities to study content with a greater depth and complexity. A student’s current teacher initiates the request in writing to the principal and contacts parent.

The following procedure must be followed to consider a student for any of the ACCEL options:

1. If a parent requests consideration, it must be in writing using the *Request for Elementary Acceleration* form (**Appendix B**).
2. The parent must meet with the Principal to review the request and the student’s eligibility for acceleration.
3. If the request is granted, the parent and student must agree to a *Elementary Performance Contract* (**Appendix C**) prior to acceleration being granted.

### **XIII. INSTRUCTIONAL PROGRAM**

#### **A. STANDARDS AND BENCHMARKS**

The District School Board of Gadsden County Curriculum for elementary students is the benchmarks of the Florida State Board adopted Florida Standards in English/language arts, mathematics, science/health, social studies, physical education, and the arts.

#### **B. INSTRUCTIONAL ALIGNMENT AND FOCUS**

All teachers shall provide instruction that supports student mastery of the Florida Standards. Students in K-5 shall have regular study of mathematics, science/health, English/language arts, art, music, social studies, and physical education. Technology skills will be taught in the above subjects.

#### **C. ENGLISH LANGUAGE LEARNERS (ELL) INSTRUCTION**

Each school will offer instruction for English Language Learners that complies with the 1990 LULAC/META Consent Decree and with the District School Board of Gadsden County ELL Plan.

#### **XIV. STUDENT RIGHTS FOR INSTRUCTION**

##### **A. STUDENT RIGHTS TO PARTICIPATE**

All District School Board of Gadsden County classes shall be available to all students without regard to race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation. This is not intended to eliminate the provision of programs designed to meet the needs of students with limited proficiency in English or exceptional education students. [F.S. 1000.05]

##### **B. ENGLISH SPEAKERS OF OTHER LANGUAGES (ESOL)/ENGLISH LANGUAGE LEARNERS (ELL)**

English for Speakers of Other Languages (ESOL) services are designed to meet the communicative, academic, and social needs of English Language Learners (ELL) as defined in [F.S. 1003.56].

##### **C. PRIMARY LANGUAGE SERVICES**

Services will be provided as outlined in the District School Board of Gadsden County ELL Plan. No ELL/LEP student will be retained solely due to a lack of English language proficiency.

##### **D. USE OF PRIMARY LANGUAGE**

No student will be denied appropriate use of his/her primary language [FS 1003.56]. No national language minority or English Language Learner/Limited English Proficient student shall be subjected to any disciplinary action based on his/her use of a language other than English. [FAC 6A-6.0908(3)]

##### **E. DISCRIMINATION POLICY**

Any student who believes that he/she has been denied participation in or access to an educational program or activity, or has otherwise been discriminated against due to age, sex, race, color, religion, national or ethnic origin, disability, handicapping condition, pregnancy, parenthood, marriage, political beliefs, social and family background, or for any other reason not related to his/her individual capabilities, may file a grievance according to the procedure established in School Board policy.

##### **F. FLORIDA VIRTUAL SCHOOL ACCESS**

Students in grades K-5 that meet eligibility criteria outlined in [FS1002.455] may access K-5 courses through K12 Virtual School and PAEC Virtual School.

##### **G. ACCESS TO MIDDLE SCHOOL COURSES**

Students in grades 4 and 5 who score at level 5 on FSA reading or math and meet other criteria established in the ACCEL plan have the option to access 6<sup>th</sup> grade courses through K12 Virtual School and PAEC Virtual School.

**H. GRIEVANCE PROCEDURES**

In cases of alleged discrimination and/or harassment, nothing in this policy shall prohibit a student, applicant for admission to an educational program or service, or parent from pursuing a grievance through the complaint and/or grievance procedures as may be established by federal and/or state statutes or regulations. No student, applicant for admission to an educational program or service, parent, or employee shall be subject to adverse action in retaliation for having filed a grievance or for having testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted under the authority of this policy.

**I. K12 VIRTUAL SCHOOL AND PAEC VIRTUAL SCHOOL**

K12 Virtual School and PAEC Virtual School is completely Internet-based and serves students in grades K-12. Students with access to the Internet can complete their course work from any location, at any hour, and for as long as they choose. Students are responsible for completing their course assignments and submitting them via email to the teacher for feedback and grading. Students earn credits through course work completion.

**XV. GRADING OF STUDENT PERFORMANCE**

**A. TEACHER AUTHORITY**

The teacher will be the authority in assigning each student a grade.

**B. ELEMENTARY GRADING GUIDELINES**

The goal of Gadsden County School District is to move all students to academic success. This ensures high levels of learning for all students. In order for all students to learn, there are four essential components:

1. Highly effective core instruction
2. Systematic identification of each student’s level of success during instruction
3. A multi-tiered system of supports to ensure that all students learn
4. Accurate and meaningful reporting of student achievement

**Section 1. Initial Instruction:**

Teachers and students must have clear expectations of the course standards as defined in Florida’s course descriptions located at

<http://www.fldoe.org/academics/courses/course-descriptions.stml>.

- Learning targets are clearly articulated (e.g. posted on board, described in rubrics, listed on assignments)
- Instruction is scaffolded to develop learning to achieve the targeted outcomes at a proficient level

- Assignments and assessments are aligned with the Florida B.E.S.T. Standards.

### **Section 2. Assessment Types and Calculation Method:**

Teachers gather information for two distinct reasons: to make instructional decisions (diagnostic and formative assessment) and to communicate a summary of the student's achievement (summative assessment).

- It is the purpose and timing of the assignments that determine whether it is diagnostic, formative, or summative.
- When possible, the way students are formatively assessed should match the way they are summatively assessed. For example, if students are to give an extended oral presentation (summative assessment), it is appropriate that they first do smaller oral presentations (formative assessment).

*Diagnostic measures* have two purposes.

- Screening assessments prior to instruction provide information on learner readiness.
- Diagnostic information can also be used during instruction to target areas of intervention.

*Formative measures* involve ongoing assessment and grading feedback for the purpose of instructional decision-making and are vital to teaching and learning. Teachers must assess the learning of their students frequently to evaluate the effectiveness of instruction and plan for future instruction. Formative data:

- Provide evidence on recent performance and patterns of learning.
- May be derived from pretests and other diagnostic tools.
- Respond accordingly to student learning needs, perhaps with an adjustment in instruction.
- Enable the teacher to determine if students are prepared for the summative.
- Enable students to do a self-evaluation of their own learning so they can identify areas of need and seek out assistance.
- Align with standards, summative assessments, and reinforce learning.

*Summative measures* are essential to grading. Teachers use report card grades to share information with parents and students and to call attention to the needs of struggling students. Report card grades also play a role in higher education, career opportunities, promotion and retention decisions and may be used to identify students for evaluation of special programs and services.

**Section 3. Assessment Guidelines, Grading Practices and Procedures:**

Grades on both individual assessments and report cards should reflect students’ achievement of standards on intended learning outcomes.

- Grades will be reported by letter grade or numerical score in recording student progress as follows:

Letter Grade	Numerical Score	Description
A	90-100	Outstanding Progress
B	80-89	Above Average Progress
C	70-79	Average Progress
D	60-69	Lowest Acceptable Progress
F	0-59	Failure

- A student’s grade should consist of multiple measures (many different types of assessments– computer-based, pencil and paper assessments). The District’s Uniform Guide for calculating students’ grades each grading period (Kindergarten through Five) is indicated below.

Letter Grade	Numerical Score	Description
<b>Exams</b>	50%	Ready LAFS/MAFS Assessments (Weekly/Interim) Journey’s Assessments (Unit/Benchmark) Portfolio Assessments (Grade 3)
<b>Classwork</b>	10%	Science labs/lab reports Independent Practice Daily Instructional Practice Ready MAFS/LAFS Practice
<b>Quiz</b>	25%	Teacher Created Quizzes Spelling Quizzes Writing Assignments
<b>Participation</b>	10%	Small group participation Reading & notetaking Class discussions
<b>Homework</b>	5%	Homework Activities

- Multiple formative assessments in a 9 week period are recommended.
- Students may be reassessed to maximize opportunities for progress. When a student’s score on a retake is less than the original score, the higher score should be used.
- Students and parents need timely and accurate feedback ~~in order to~~ to effectively monitor learning progress.



- Best practice: Skyward should be updated weekly (except in the case of unusual circumstances). Grades of “0” (zero) should not be entered in advance of assigning work to students. “0” (zero) is used when the score on the assignment is “0” (zero).
- Students who are submitting late work (due to absence) should have one day, or one day for each day absent (whichever is greater), to submit work unless the teacher determines there are extenuating circumstances which necessitate an extension, or a school-wide policy exists that grants additional time.
- Nonacademic behavior (conduct and effort) should be reported separately from achievement grade.

***Homework Policy.*** Each school shall have a homework policy which ensures that students will have regular home assignments which reinforce and enhance student learning. Each school shall include its homework policy in the student handbook.

When developing the school based policy consider these best practices:

- Homework should be an enriching experience with meaningful feedback given promptly. It is critical for students to also understand the purpose of their assignments and should not be used as a form of punishment or busy work.
- Homework is not included in a student’s academic grade.
- The purpose of homework is to develop intellectual discipline, establish good study habits, balance classroom workload, supplement and reinforce material covered in class, and serve as a link between home and school.
- Homework assignments should be at the instructional level that matches students' skills.

#### **Section 4. Intervention and Remediation:**

The focus of instruction should be getting students to achieve their full learning potential. When students demonstrate a lack of proficiency on standards they must receive intervention(s), which may lead to assessment retakes or alternative assignments aligned to the non-proficient standards. Proficiency is defined by the state of Florida as 70% or higher.

When considering the need for intervention and/or remediation, there are a number of factors that impact educational outcomes and student performance. The PAIR process is a problem-solving method used to determine student needs and assist teachers to align intervention and remediation methods appropriately.

***PAIR Process:***

1. Problem Identification (What is the Problem?)
  - Teacher analyzes formative assessments to identify weaknesses in performance due to student readiness or instructional alignment.
2. Analyze the Problem (Why is it occurring?)
  - These factors include: Instruction: (how content is presented including types of materials, grouping, etc.) Curriculum: (content that is taught including scope and sequence); Environment: (where the student sits, physical arrangement of the room, lighting, noise, etc.) Learner: (the actual student)
  - Considering the factors will help teachers to determine likely causes of the problem and to choose the appropriate intervention method.
3. Intervention Design and Implementation (What do we do about it?)
  - Based on the pervasiveness of the problem, the student is given access to the appropriate intensity of intervention in addition to core instruction.
  - Teacher and student determine a plan for remediation
  - Intervention may include but is not limited to reassessment, tutoring, or intervention support aligned to the non-proficient standards. Intervention does not necessitate retaking an assessment.
4. Response to Intervention (Is the plan working?)

When student performance is still below proficiency after intervention, the teacher should repeat the PAIR process to identify another intervention method.

It is the ongoing responsibility of the teacher to identify, as soon as possible, to the principal and parents/guardians, those students who do not appear to be making satisfactory progress toward achieving grade level objectives. For these students, the teacher should develop a progress monitoring plan. When the progress monitoring plan is unsuccessful in meeting the student's needs, the student should be referred to the school's Multi-tiered Systems of Support Team (MTSS). This team will further analyze barriers to academic success, develop targeted interventions, monitor the student's response to interventions, and refer for evaluation if deemed appropriate.

**Section 5. District Grading Scale: (Grades K – 5) Mathematics, Language Arts, Science, and Social Studies**

<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Description</b>
<b>A</b>	90-100	Outstanding Progress (Mastery) Consistently demonstrates in-depth understanding of concepts, processes, and skills
<b>B</b>	80-89	Above Average Progress Often demonstrates an understanding of major concepts, processes, and skills
<b>C</b>	70-79	Average Progress (Proficiency) Demonstrates a developing understanding of major concepts, processes, and skills
<b>D</b>	60-69	Lowest Acceptable Progress Demonstrates a beginning understanding of major concepts, processes, and skills
<b>F</b>	0-59	Failure Demonstrates little or no understanding of major concepts, processes, and skills

**COMPARISON OF ASSESSMENT CATEGORIES**

<b>FORMATIVE</b>	<b>SUMMATIVE</b>
Occur during the learning process	Occur after the learning process
Provide feedback during the learning process to improve learning	Provide the information teachers need to assign a grade
Use quick questions to check for basic understanding	Do not have to cover an extended period; information could be chunked
Allow students to process smaller chunks of information and help students clarify their thinking before they become confused and frustrated	Allow students to prove what they have learned
Help teachers determine when to differentiate instruction to diverse needs	Help teachers analyze the effectiveness of their differentiation and decide if formative assessments provided needed information
Enable teachers to gauge students' understanding throughout the lesson	Enable teachers to make a judgment about students' learning

SAMPLE FORMATIVE ASSESSMENTS	SAMPLE SUMMATIVE ASSESSMENTS
<ul style="list-style-type: none"> <li>• Informal teacher questions</li> <li>• Conversation with student</li> <li>• Informal observation</li> <li>• Rough drafts of written work</li> <li>• Learning log (in progress)</li> <li>• Reflective journal (multiple drafts)</li> <li>• Student Response Strategies: Thumbs - up, SMART BOARDS, Kagan structures, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Formal oral interview</li> <li>• Conference with student</li> <li>• Formal observation</li> <li>• Final copy of written work</li> <li>• Final learning log entries*</li> <li>• Final journal entries*</li> </ul>

\*Would include elements of reflection, synthesis, and/or self-assessment

### ASSESSMENT TYPES

	DIAGNOSTIC	FORMATIVE	SUMMATIVE
<b>PURPOSE</b>	To assess knowledge prior to instruction; to determine instructional needs in targeted areas	To monitor and guide a process/product while it is still in progress; to provide feedback to improve learning	To determine success of instruction
<b>TIME OF ASSESSMENT</b>	Prior to initial instruction; after instruction to determine gaps in learning	During the learning process	At the end of the instructional unit or at the end of instruction on a standard
<b>TYPES OF ASSESSMENT TECHNIQUES</b>	Informal observations, pre-tests, district accountability (e.g., FSA assessments in ELA, science and mathematics)	Quick checks for basic understanding, informal observations, quizzes, iReady assessments, teacher questions	Formal observation, tests, projects, term papers, exhibitions, district interim assessments

### C. OTHER CONTENT AREAS

The academic grades reflecting achievement for art, music and physical education in Grades KG - 5<sup>th</sup> will use the following rubric:

S = Satisfactory

N = Needs Improvements

U = Unsatisfactory

**D. CONDUCT**

Student Conduct will be indicated by the following designations:

**Excellent** Shows outstanding participation. Strives beyond class assignments and homework and is highly motivated and well organized.

**Satisfactory** Usually participates. Completes class assignments and homework and is attentive.

**Needs Improvement** Rarely participates. Frequently does not complete assignments and is inattentive and poorly organized.

**Unsatisfactory** Does not participate. Never completes assignments and is disruptive in class.

**E. EVALUATION OF ACHIEVEMENT**

Evaluation of achievement will include progress toward mastery of Next Generation Sunshine State Standards and/or Florida Standards.

**F. INSTRUCTIONAL LEVEL**

The academic grade represents the progress made on a student's instructional level; it does not reflect achievement on grade level. The instructional level of the student will be indicated by the designation on, above, or below. These designations will be reflected in grades KG–5 quarterly. The designation will indicate the student is working on mastery of Next Generation Sunshine State Standards and/or Florida Standards predominately for that level.

**XVI. REPORT CARDS**

**A. TEACHER COMMENTS**

Teacher comments on the report card can be generated for each subject area.

**B. NARRATIVE EXPLANATION OF GRADING SYSTEM**

The report card shall contain an explanation of the grading system.

**C. QUARTERLY ISSUANCE**

Report cards shall be issued quarterly. Additionally, mid-grading period progress reports will be issued for all students.

**D. PARENT/TEACHER CONFERENCES**

Parent-teacher conferences shall be scheduled as requested by parents and/or teachers.

**E. GRADE REVIEW**

Any parent or guardian, after consulting with the teacher, may request the principal to review any grade given a student at the end of a reporting period. However, such grades may not be changed or altered by the principal unless there was an apparent error in the grade calculation.



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“Just believe in yourself. Even if you don’t, pretend that you do and at some point, you will.”

Venus Williams

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## MIDDLE SCHOOL (Grades 6 - 8)

### I. ADMISSION AND ENROLLMENT

#### A. ADMISSION

The following policies for admission to Gadsden County Schools are in effect for all students in Gadsden County.

##### 1. First Entry to Gadsden County Schools

- a. Evidence that the parent(s)/guardian(s) are legal residents of the school's attendance area or have district-approved registration through School Choice procedures.
- b. Proof of date of birth for students (For acceptable alternates to birth certificates see Florida Statute 1003.21(4))  
*Note: A homeless child, as defined by § 1003.02, Fla. Stat., shall be given a temporary exemption from this requirement for 30 school days.*
- c. A valid Florida Certificate of Immunization from a health professional to include:
  - i. 4-5 doses of DTP or DTap (If the 4th dose is administered after the 4<sup>th</sup> birthday, a 5th dose is not required)
  - ii. 3-5 doses of polio, final dose must be administered after 4<sup>th</sup> birthday
  - iii. 2 doses of MMR
  - iv. 2 doses of Varicella or documentation of chicken pox disease
  - v. 3 doses of Hepatitis B
  - vi. 1 dose of Tetanus-diphtheria-acellular pertussis (Tdap) **7<sup>th</sup> grade.**

##### 2. Upon initial admission or entry from one attendance zone to another in Gadsden County Public Schools, evidence of residence must be presented to the receiving school. All addresses are subject to verification. The following documents shall be required:

- a. Owned Residence
  - i. Copy of the recorded deed (or agreement for deed), or a certified copy of the declaration of homestead exemption
  - ii. Copy of a current electric bill or initial order for service dated within 60 days of admission
  - iii. One of the following current documents:
    1. Auto registration
    2. Valid driver's license or Florida ID
    3. Voter's registration
- b. Rented or Leased Residence
  - i. Copy of current lease, rental agreement, or a notarized letter from the landlord
  - ii. Copy of a current electric bill or initial order for service dated within 60 days of admission



- iii. One of the following current documents:
  - 1. Auto registration
  - 2. Valid driver's license or Florida ID
  - 3. Voter's registration
- iv. Non-primary owner or renter (families living with families)
  - 1. Verification of Residency Form must be completed by the primary and non-primary owner or renter. **This form is valid for one school year only.**
- v. *If applicable*, legal documents, i.e. a copy of a current judgement of divorce (Dissolution of Marriage) or other court order establishing the right of custody should be presented at the time of enrollment.

## B. ENROLLMENT GUIDELINES

A minor child's residence is that of the child's parent or parents. A child residing in Gadsden County, Florida must be enrolled in and attend the public school that serves the child's residential attendance zone, unless otherwise authorized by the School Choice Office, ESE school assignment, appropriate district level administrator, disciplinary assignment under the Student Code of Conduct, assignment by the School Board "in lieu of expulsion, or a "no contact order" entered by a court of competent jurisdiction.

### 1. GRADE PLACEMENT

The grade placement of students transferring into Gadsden County Schools will be contingent upon verification of records. Grade placement and/or grades shall be granted at face value when submitted on an official transcript. An official transcript is a document on school letterhead and/or embossed with the school seal. It shall be sent by mail or electronically and include the signature of a school administrator of the school where the grade/credit was earned. It should clearly identify the school, the student, course number, date the course was taken, grade in each course, and for grades 6-12, credit earned. An official transcript may be hand delivered if it is in a sealed and embossed envelope (1003.25(3) F.S.; 6A-109941 FAC).

#### a. TRANSFER OF CREDITS without and Official Transcript

Students transferring into the Gadsden County Public Schools without an official transcript will be required to validate their current course or grade placement within the first forty-five days of enrollment and to complete appropriate subject or grade level examinations successfully. The final determination for course placement or grades will be based primarily on classroom performance and not on any single test score. The receiving school principal/designee may utilize appropriate achievement data from grade level/subject tests such as teacher-made or final quarterly exams, a minimum grade equivalent score on a district approved reading assessments and/or district approved math assessment, portfolio evaluation by the Superintendent or

designee, and/or appropriate end-of-course exams to determine grades for course credit or promotional purposes. Students must be provided at least forty-five (45) days from the date of transfer to prepare for assessments outlined in this paragraph per F.S. § 1003.4156(3)).

- b. **TRANSFERS OF CREDITS FROM HOME EDUCATION/PRIVATE SCHOOL**  
When a student who meets legal age requirements transfers from a home education or private school, the principal is responsible for appropriate grade level/program placement based on an official transcript. Placement in the same grade as that recommended by the former school is not automatic. Placement shall be based on placement tests, age, and previous school records.

Grade placement of students transferring from home education will be determined by age, portfolio, annual evaluation, and other pertinent material furnished through the home education program.

- c. **TRANSFERS FROM OUT OF COUNTRY**  
The grade placement shall be age appropriate for English Language Learner (ELL)/ Limited English Proficient (LEP) students.

When a student enrolls from a foreign country and provides academic records indicating that the student has completed a course with a passing grade, the student should receive that credit/grade. If the student is transferring from a foreign country and studied his/her native language in the equivalent grades of middle or high school, enter each year of this language study as M/J Language Arts 1, 2, 3. For example, if the student took two years of Italian, enter the appropriate M/J Language Arts course number. If the transcript shows that the student successfully completed an English course in his/her country, credit will be given for world language (FLDOE SALA office).

**Note:** The State Board Rule on the State Uniform Transfer of Students in the Middle Grades was established to determine uniform procedures relating to the acceptance of transfer work and credit for students entering Florida's Public Schools composed of middle grades 6, 7, and 8 (6A-1.09942 F.A.C.). Grades/ Courses earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation if required by the receiving school's accreditation.

## II. MIDDLE SCHOOL INSTRUCTION

In the event of an individual, classroom, school-wide, or district crisis need, Gadsden Innovative Instructional Plan (Remote Learning) will act as the default instructional platform.

### A. REGULAR PROGRAM – GENERAL PROGRAM REQUIREMENTS

- 1. **Student Performance:** Gadsden County Public Schools provides instruction in all required course standards and has instructional frameworks aligned to the course

standards in the areas of English language arts, mathematics, science, and social studies. Teachers instruct utilizing the instructional frameworks as a guide for sequencing standards-based instruction. A school wide system of progress monitoring is utilized to support students with identified deficiencies. Student progression is based upon mastering the standards in each course as evidenced by student grades on the student's report card as well as formative data obtained from progress monitoring and summative data obtained from a student's performance on the statewide, standardized assessment program.

- a. For grades and subjects in which no current state assessments are administered, the school district must establish and assess expected levels of performance for student progression using district-selected assessments such as students' class work; observations; class, school, district, and/or state assessments; or other relevant information.
- b. It is the responsibility of the classroom teacher to screen, instruct, assess, and monitor the progress of student proficiency on Florida's B.E.S.T. Standards. Each teacher shall develop daily lesson plans for all subjects taught. Plans should reflect the teaching of Florida's B.E.S.T. Standards for grades 6-8, including English Language Learners' and Exceptional Education Student modifications, when necessary. The principal or principal designee shall check lesson plans regularly. Standards will be consistently taught and assessed throughout the year. Assessment of proficiency will be based on Florida's B.E.S.T. Standards, supplemental materials, student work samples, observation of the student's performance, and teacher assessment.
- c. Each middle school shall regularly assess the reading ability of each 6-8 student. (See K-12 Comprehensive Reading Plan: Curriculum Decision Tree recommendations). State and district diagnostic assessment tools will be used to identify a student's area of academic need. It is the responsibility of the classroom teacher to screen all Gadsden County Public Schools' students within 30 school days of entry.
- d. The district's comprehensive program for student progression uses assessment data, including universal screening and ongoing progress monitoring, to evaluate the effectiveness of instruction, identify students needing more intensive instructional support, and monitor each student's response to implemented interventions. Students who do not meet grade level expectations receive increasingly intense intervention services. The areas of academic need and intervention strategies are defined through a problem-solving/Multi-Tiered System of Supports (MTSS) process. Multiple tiers of increasingly intense instruction/intervention services are implemented to support student academic proficiency. Students are matched to strategic and intensive interventions based on data from multiple assessment sources. Student progression decisions consider the effectiveness

of core instruction and the student's response to evidence-based interventions. Interventions for academic and/or behavioral deficiencies will be provided through the Gadsden County Public Schools Multi-Tiered System of Supports (MTSS) process.

Parents may not refuse remedial/intervention services. A school district has the authority and responsibility to design the student's course of study. It is the school that is held accountable for the student's progress.

- e. As required by Florida Statute 1001.42 (18) (b) A school that serves any students in kindergarten through grade 8 shall implement an early warning system to identify students in such grades who need additional support to improve academic performance and stay engaged in school. The early warning system must include the following early warning indicators:
- Attendance below 90 percent, regardless of whether absence is excused or a result of out-of-school suspension.
  - One or more suspensions, whether in school or out of school.
  - Course failure in English Language Arts or mathematics during any grading period.
  - A Level 1 score on the statewide, standardized assessments in English Language Arts or mathematics

When a student exhibit two (2) or more early warning indicators as required by law, a school-based team, in consultation with the student's parent, shall determine appropriate intervention strategies for the student unless the student is already being served by an intervention program at the direction of a school-based, multi-disciplinary team.

f. Student satisfactory achievement is defined by Gadsden County Public Schools as the on-going demonstration and application of Florida Standards/Next Generation Sunshine State Standards. Satisfactory achievement on statewide, standardized assessment is defined as scoring at level 3 or above. Each student must participate in assessments as required by Florida Statutes 1008.25.

g. Students must demonstrate a satisfactory level of achievement in English language arts, mathematics, science, and social studies at each grade level as determined by state/district levels of achievement on state assessments and/or local levels of achievement on district assessments. The independent work of the student will be considered as a criterion in the student's placement decision.

h. All parents will be notified regularly of their child's achievement during the school year. Gadsden County Public Schools will report to the parent of each student the progress of the student toward achieving state and district expectations for satisfactory achievement in English language arts, mathematics, science, and social studies. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information. The final report card will indicate performance or non-

performance at grade level, acceptable or unacceptable behavior, attendance, and promotion or retention.

**NOTE:** The Gadsden County School District is committed to the academic, social, and ethical development of all scholars. We feel that academic dishonesty inhibits a scholar’s achievement and compromises the trust between teacher and scholar, which is fundamental to the learning process. The academic integrity code communicates the meaning and importance of intellectual honesty to all scholars, articulates and supports the interest of the learning community in maintaining the highest standards of conduct in academic affairs. Our code identifies, sanctions, and educates those who fail to live up to the stated expectation of the Gadsden County School District regarding these standards.

An integral part of education is developing a sense of academic honesty and integrity. **Gadsden County School District has zero tolerance in regard to cheating/plagiarism, whether in the face to face or the remote environment.** If a student cheats or plagiarizes on any class work or assessment (tests/quizzes), that student will receive a zero and the classroom teacher will notify their parent/guardian. In addition, any student who assists another student in the act of cheating/plagiarizing will experience the same consequences. Students will have an opportunity to complete the assignment or take the assessment to assist the student in mastery of the content; however, their grade will remain a zero.

**B. PROGRAM OF STUDY**

Students in grades 6 through 8 will receive a progressive course of instruction. Beginning with students entering grade 6 in the 2006 – 2007 school year, promotion from a school including grades 6, 7, 8 requires that the student must successfully complete academic courses as follows:

<b>Middle School Curriculum</b>	
<b>Required Courses for 6-8</b>	<b>Middle School Credits</b>
Language Arts <sup>1,2,3</sup>	3
Mathematics <sup>1,2,4</sup>	3
Science <sup>1,2</sup>	3
Social Studies <sup>1,2,5</sup>	3
Physical Education <sup>6,8</sup>	1.50
Health <sup>6,8</sup>	1.50
Electives <sup>7,8,9</sup>	3
<b>Total Credits</b>	<b>18</b>
<sup>1</sup> Any student who scores a level 3 or above on state required assessments in Reading and Math should be considered for placement in advanced coursework. <sup>2</sup> Three middle school or higher courses are required in the curricular area. <sup>3</sup> These courses shall emphasize literature, composition, and technical text. <sup>4</sup> These courses may include M/J Mathematics 1 and 2, Pre-Algebra, Algebra I, Algebra I Hon., Geometry, and Geometry Hon. in the indicated sequence. <sup>5</sup> These courses include World History, Civics, US History, Law Studies, or <b>high school courses designated as Social Studies electives in the Florida Course Code Directory when approved by</b>	

**Academic Services** – one semester of which must include the study of state and federal government and civics education.

<sup>6</sup> Students should be enrolled in one semester of physical education and one semester of health education (which includes instruction on bullying prevention, character education, internet safety, mental and emotional health, substance use and abuse, and child trafficking prevention in grades 6-8; in addition, teen dating violence and abuse prevention should also be included in grades 7-8.

<sup>7</sup> All students in grades 6 – 8 who score Level 1 or 2 on state required Reading assessments must be enrolled in an intensive reading course or a reading intervention based on their state required Reading assessment reading level and fluency level as prescribed by the student reading placement requirements for GCPS.

<sup>8</sup> The required intensive reading course or reading intervention may take the place of an elective. Health or Physical Education (PE) shall be considered last when replacing an elective for an intensive course.

<sup>9</sup> All students in grades 6 – 8 who score Level 1 or 2 on state required Mathematics assessments must receive remediation the following year. The remediation may be integrated into a regular mathematics course if not provided in a separate intensive mathematics course.

**NOTE: Students with a Significant Cognitive Disability/Deficiency as determined by the IEP team should be scheduled into the appropriate ACCESS POINT Courses.**

Students not meeting grade level expectations receive increasingly intense instruction/intervention services to support student academic proficiency. Students will receive a Progress Monitoring Plan that identifies instruction/intervention support through a multi-tiered system of support (MTSS). Multiple tiers of increasingly intense instruction/intervention services are implemented to support student academic proficiency.

\*Federally required student plans include the following:

- a. Individual Education Plan (IEP): An IEP is defined as a written statement for each student with a disability that is developed, reviewed, and revised in accordance with Section 614(d) of the Individuals with Disabilities Education Act (2004). If the student's IEP does not address the student's deficiency in reading, mathematics, writing, and/or science, as required by Florida law, then the school must address these deficits in either a school-wide progress monitoring system or an Individual Progress Monitoring Plan. (Example: A speech-only IEP which does not address the academic deficits would not suffice.)
- b. For students with disabilities whose IEP team has determined that an alternate assessment is appropriate, an IEP, an individual progress monitoring plan, or a school-wide progress monitoring plan must be developed to address the deficits in reading, mathematics, science or writing on the Florida Standards Alternate Assessment (FSAA).
- c. Section 504 Plan: A Section 504 Plan provides students with disabilities equal opportunity to benefit from educational programs, services, or activities as is provided to non-disabled peers by the provision of necessary accommodations based on the individual needs of the student. If the student demonstrates a deficiency in reading, mathematics, writing, and/or science, as required by Florida law, then the school must address these deficits in either a school-wide

- progress monitoring system or an Individual Progress Monitoring Plan.
- d. English Language Learners (ELL) Plan: The individual student ELL Plan provides documentation of ELL student status, assessment data, equal access, and programmatic assessment for correct placement. The documents are kept in a red folder in the student's permanent record file (6A-6.0901(6) FAC). The plan consists of three parts: Part A includes documentation of programmatic assessment and the eligibility assessment for entry and exit and annual evaluation; Part B includes the student schedule; Part C is used for post-reclassification monitoring of exited students. If the student's ELL Plan does not address the student's deficiency in reading, mathematics, writing, and/or science, as required by Florida law, then the school must address these deficits in either a school-wide progress monitoring system or an Individual Progress Monitoring Plan.

The school must develop and implement the appropriate plan outlined above in consultation with the student's parent or guardian for each student who has been identified as not meeting district or state requirements for proficiency in reading, writing, science, and/or mathematics. School staff must use all available resources to achieve parent/guardian understanding and cooperation with the progress monitoring plan requirements. Additional diagnostic assessments must be administered to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate intervention and instruction. Each school will develop programs or strategies to assist low performing students in meeting subject or promotional requirements through Safety Net programs.

School Safety Nets: Each school will offer safety nets or strategies to assist low performing students in meeting course or promotional requirements. Each school will develop Safety Net Programs to assist low performing students in achieving academic success. These may include but are not limited to the following:

- a. Differentiated classroom instruction,
- b. Before, during, and after-school tutoring,
- c. Saturday School,
- d. Computer-Assisted instruction,
- e. Mentoring,
- f. ESOL services,
- g. Exceptional Student Education services,
- h. Program designed by school administration and staff,
- i. Florida Virtual School,
- j. Drop-Out prevention programs.

NOTE: ELL students and students with disabilities shall not be excluded from appropriate safety nets available at their schools.

### **III. MIDDLE SCHOOL PROMOTION REQUIREMENTS**

#### **A. SUCCESSFUL COMPLETION OF COURSES**

To be promoted within middle school at the end of a given year, a student must pass a



minimum number of core courses as indicated below:

<b>Middle School Promotion Requirements (Grades 6-8)</b>	
<b>To Grade</b>	<b>Course Requirements</b>
<b>7</b>	Successfully complete three or more 6th grade core courses <sup>1,2,3,4</sup>
<b>8</b>	Successfully complete three or more 7th grade core courses and recover the core course not passed in 6th grade, if applicable <sup>1,2,3,4</sup>
<b>9</b>	Successfully complete all four 8th grade core courses and recover the core course not passed in 7th grade, if applicable <sup>1,2,3,4</sup>
<p><sup>1</sup> Core courses are language arts, mathematics, science, and social studies.  <sup>2</sup> Teachers and administrators have an obligation to provide timely intervention so that students may recover courses (core or elective) during the academic year.  <sup>3</sup> One core course failed and not recovered during the academic year may be recovered during DCPS Summer Education Programs (if available) or during the summer through a private or out-of-county provider to meet course requirements for promotion.  <sup>4</sup> Students shall not repeat previously passed courses.</p> <p><b>NOTE: A student with a disability who has been grade-adjusted through the ESE Reevaluation Review Team shall be promoted based on the credits earned in the years completed during middle school. Promotion for these students is not dependent on credits for grades missed by the student due to the grade-adjustment.</b></p>	

**NOTE:** Beginning in the 2012-2013 school year students enrolled in Biology and Geometry are required to take the state EOC and the state EOC shall count as 30% of the final grade. In 2013-2014, middle school students are required to take the state EOC for Civics; it shall count as 30% of the final grade. Middle school students enrolled in Algebra 1, Geometry or Biology are required to take the state EOC which shall count as 30% of the final grade. Students must pass the Algebra 1 EOC to graduate.

**NOTE:** A student with a disability, as defined in 1007.02 (2) F.S., for whom the Individual Education Plan Team determines that a state end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the state end-of-course assessment results waived for the purposes of determining the student's course grade and completing the requirements for middle grades promotion. This process cannot take place until AFTER the student has taken and failed the state EOC.

**NOTE:** Students must complete a Career and Education Planning course as defined in F.S. § 1003.4156. The planning course must be completed in grades 6, 7, or 8 and shall be integrated into a course approved by the Office of Academic Services. The Career and Education Planning course must result in a completed personalized academic and career plan.

*Students completing instruction through remote learning are subject to the same promotion requirements as students enrolled in face-to-face instruction.*

1. **PROMOTION TO HIGH SCHOOL**

Promotion of students from middle school to high school will be based on:

- a. A minimum final grade of “D” in all 12 required core courses in the middle school required curriculum, and .
- b. One of the three social studies courses must be Civics. There is a statewide, standardized end-of-course exam for Civics that must be taken and factored in as 30% of a student’s course grade.
- c. Eighth grade students must successfully complete 12 required core courses prior to the first day of the school year to be eligible for promotion to high school.

**B. CIVICS INSTRUCTION**

If a student transfers into a Florida public school after the beginning of the second term of eighth grade, he or she is not required to meet the civics education requirement for promotion if the student’s transcript documents passage of 1) three (3) courses in social studies and 2) two (2) year-long courses in social studies that include coverage of civics education. If this is not the case, the student must be immediately enrolled in civics, participate in the Civics EOC, and the results of the EOC must constitute 30% of the course grade. The school principal or designee shall determine whether the student who transfers to the middle grades school, and who has successfully completed a civics course at the previous school, must take the Civics EOC. [FS1008.22(3)]

**C. CAREER AND EDUCATION PLANNING COURSE**

The Career and Education Planning Course is a required component of the Middle Grades Social Studies curriculum and will include online access to career planning options and tools. In grade 8, students will develop a personalized academic and career plan signed by the student, teacher, and parent/guardian. The plan will be reviewed and updated by the student and school counselor.

**D. MENTAL HEALTH**

School districts must annually provide a minimum of five (5) hours of instruction to students in grades 6-12 related to youth mental health awareness and assistance, including suicide prevention and the impacts of substance abuse. Sections 1001.02 (2)(n), 1003.43(2). F.S. Rule 6A-1.094121. **Effective July 2019**

**E. REQUIRED PARENT MEETING**

Each school that includes middle grades must conduct an annual parent meeting in the evening or on a weekend to inform parents about the course curriculum and activities. [F.S.1003.4156(1)(e)(1-4)]

**IV. REQUIRED REMEDIATION IN READING AND MATHEMATICS**

**A. INTENSIVE/INTEGRATED READING**

Reading Remediation – If a middle grades student scores Level 1 or Level 2 on FSA Reading, the student must enroll in and complete a remedial course or content area course in which remediation strategies are incorporated into course content delivery. All diagnostic, placement, progress monitoring, and reading program strategies will be conducted in accordance with the District School Board of Gadsden County K-12 Comprehensive Reading Plan as required by [F.S.1001.62(8)].

**B. INTENSIVE/INTEGRATED MATHEMATICS**

Mathematics Remediation – If a middle grades student scores Level 1 or Level 2 on FSA Mathematics, the student must receive remediation. This remediation requirement will either be integrated into the student’s required mathematics course at the next grade level, or the student will participate in an intensive remedial course.

**V. GRADING SYSTEM**

**A. TEACHER AUTHORITY**

The teacher shall be the authority in assigning each student a grade.

## **B. SECONDARY GRADING GUIDELINES**

The goal of Gadsden County School District is to move all students to academic success. This ensures high levels of learning for all students. For all students to learn, there are four essential components:

1. Highly effective core instruction
2. Systematic identification of each student's level of success during instruction
3. A multi-tiered system of supports to ensure that all students learn
4. Accurate and meaningful reporting of student achievement.

### **Section 1. Initial Instruction:**

Teachers and students must have clear expectations of the course standards as defined in Florida's course descriptions located at

<http://www.fldoe.org/academics/courses/course-descriptions.shtml>.

- Learning targets are clearly articulated (e.g. posted on board, described in rubrics, listed on assignments)
- Instruction is scaffolded to develop learning to achieve the targeted outcomes at a proficient level
- Assignments and assessments are aligned with the Florida standards.

### **Section 2. Assessment Types and Calculation Method:**

Teachers gather information for two distinct reasons: to make instructional decisions (diagnostic and formative assessment) and to communicate a summary of the student's achievement (summative assessment).

- It is the purpose and timing of the assignments that determine whether it is diagnostic, formative, or summative.
- When possible, the way students are formatively assessed should match the way they are summatively assessed. For example, if students are to give an extended oral presentation (summative assessment), it is appropriate that

they first do smaller oral presentations (formative assessment).

*Diagnostic measures* have two purposes.

- Screening assessments prior to instruction provide information on learner readiness.
- Diagnostic information can also be used during instruction to target areas of intervention.

*Formative measures* involve ongoing assessment and grading feedback for the purpose of instructional decision-making and are vital to teaching and learning.

Teachers must assess the learning of their students frequently to evaluate the

effectiveness of instruction and plan for future instruction. Formative data:

- Provide evidence on recent performance and patterns of learning.
- May be derived from pretests and other diagnostic tools.
- Respond accordingly to student learning needs, perhaps with an adjustment in instruction.
- Enable the teacher to determine if students are prepared for the summative.
- Enable students to do a self-evaluation of their own learning so they can identify areas of need and seek out assistance.
- Align with standards, summative assessments, and reinforce learning.

**Summative measures** are essential to grading. Teachers use report card grades to share information with parents and students and to call attention to the needs of struggling students. Report card grades also play a role in higher education, career opportunities, promotion, and retention decisions and may be used to identify students for evaluation of special programs and services.

### Section 3. Assessment Guidelines, Grading Practices and Procedures:

Evaluation of achievement will indicate progress toward the mastery of the Florida B.E.S.T. Standards. A student’s grade should consist of multiple measures. The grades reflecting achievement in academic courses in grades 6-8 with numerical equivalents shall be as follows:

Letter Grade	Percent	Grade Point	Rubric Description
A	90-100	4.0 GPA	Outstanding Progress
B	80-89	3.0 GPA	Above Average Progress
C	70-79	2.0 GPA	Average Progress
D	60-69	1.0 GPA	Lowest Acceptable Progress
F	45-59	0.0 GPA	Failure
I	0	0.0 GPA	Incomplete
N		0.0 GPA	No Grade

- Multiple formative assessments in a 9-week period are recommended.
- Students may be reassessed to maximize opportunities for progress. When a student’s score on a retake is less than the original score, the higher score should be used.
- Students and parents need timely and accurate feedback to effectively monitor learning progress.
- Best practice: Focus should be updated weekly (except in the case of unusual circumstances). Grades of “0” (zero) should not be entered in advance of assigning work to students.

- Students who are submitting late work (due to absence) should have one day, or one day for each day absent (whichever is greater), to submit work unless the teacher determines there are extenuating circumstances which necessitate an extension, or a school-wide policy exists that grants additional time.
- Nonacademic behavior (conduct and effort) should be reported separately from achievement grade.

**Homework Policy.** Each school shall have a homework policy which ensures that students will have regular home assignments which reinforce and enhance student learning. Each school shall include its homework policy in the student handbook.

When developing the school-based policy consider these best practices:

- Homework should be an enriching experience with meaningful feedback given promptly. It is critical for students to also understand the purpose of their assignments and should not be used as a form of punishment or busy work.
- The purpose of homework is to develop intellectual discipline, establish good study habits, balance classroom workload, supplement and reinforce material covered in class, and serve as a link between home and school.
- Homework assignments should be at the instructional level that matches students' skills.

#### **Section 4. Intervention and Remediation:**

The focus of instruction should be getting students to achieve their full learning potential. When students demonstrate a lack of proficiency on standards, they must receive intervention(s), which may lead to assessment retakes or alternative assignments aligned to the non-proficient standards. Proficiency is defined by the state of Florida as 70% or higher.

When considering the need for intervention and/or remediation, there are several factors that impact educational outcomes and student performance. The PAIR process is a problem-solving method used to determine student needs and assist teachers to align intervention and remediation methods appropriately.

#### **PAIR Process:**

1. Problem Identification (What is the Problem?)
  - Teacher analyzes formative assessments to identify weaknesses in performance due to student readiness or instructional alignment.
2. Analyze the Problem (Why is it occurring?)
  - These factors include: *Instruction*: (how content is presented including types of materials, grouping, etc.) *Curriculum*: (content that is taught including scope and sequence); *Environment*: (where the student sits, physical arrangement of the room, lighting, noise, etc.) *Learner*: (the actual student)
  - Considering the factors will help teachers to determine likely causes of the problem and to choose the appropriate intervention method.

3. Intervention Design and Implementation (What do we do about it?)
  - Based on the pervasiveness of the problem, the student is given access to the appropriate intensity of intervention in addition to core instruction.
  - Teacher and student determine a plan for remediation.
  - Intervention may include but is not limited to reassessment, tutoring, or intervention support aligned to the non-proficient standards. Intervention does not necessitate retaking an assessment.
4. Response to Intervention (Is the plan working?)
 

When student performance is still below proficiency after intervention, the teacher should repeat the PAIR process to identify another intervention method.

It is the ongoing responsibility of the teacher to identify, as soon as possible, to the principal and parents/guardians, those students who do not appear to be making satisfactory progress toward achieving grade level objectives. For these students, the teacher should develop a progress monitoring plan. When the progress monitoring plan is unsuccessful in meeting the student’s needs, the student should be referred to the school’s Multi-tiered Systems of Support Team (MTSS). This team will further analyze barriers to academic success, develop targeted interventions, monitor the student’s response to interventions, and refer for evaluation if deemed appropriate.

**C. ASSIGNMENT OF FINAL GRADES**

The student’s final grade in a course will be determined by quarterly academic grades and other relevant performance criteria (e.g., exams, projects and other demonstrations of mastery of the Florida B.E.S.T. Standards). Teachers have the responsibility to determine final grades using quarter grades and other evaluations as appropriate. (The final grade does not always reflect a simple average of quarter grades).

Final grades will be determined based on the following formulas:

<p><b>Courses without a State EOC</b></p> <p>For a 1.0 credit course  <math>(Q1 + Q2 + Q3 + Q4)/4 = \text{Final Grade}</math></p> <p>For a 0.50 credit course  <math>(Q1 + Q2)/2 = \text{Final Grade}</math></p>
<p><b>Courses with a State EOC</b></p> <p><b>For students for which the state End of Course Exam (EOC) will count as 30% of the student’s final grade, a final 1.0 credit grade will be awarded for the course based on the following formula:</b></p> <p><math>((Q1 + Q2 + Q3 + Q4)/4 \times .70) + (\text{state EOC} \times .3) = \text{Final Grade}</math></p>
<p><b>NOTE:</b> A student with a disability, as defined in F.S. § 1007.02, for whom the Individual Education Plan Team determines that an end-of-course assessment cannot accurately measure the student’s abilities, taking into consideration all allowable accommodations, shall have the end -of -course assessment results</p>



waived for the purposes of determining the student's course grade. The final grade will be based on the average of the 4 quarter grades.

**D. TEACHER COMMENTS**

Teacher comments on the report card shall be indicated through a coding system, and the report card shall contain a narrative explanation of the grading system.

**E. FREQUENCY OF REPORT CARD DISTRIBUTION**

Report cards shall be issued four times during the school year. In addition, schools are required to issue mid-quarter progress reports to all students.

**F. DANGER OF FAILURE**

Any time during a grading period that a student is in danger of failing, the teacher must make a documented contact with the parent by speaking with them on the phone, meeting in a conference, or sending written notification [FAC 6A-6.0908].

**G. PARENT/TEACHER CONFERENCES**

Parent-teacher conferences shall be scheduled as requested by parents and/or teachers.

**H. RETENTION DECISIONS & THE ROLE OF JUDGMENT**

While retention decisions will be made on a case-by-case basis with the principal having the final decision, the teacher's judgment and the student's work portfolio play a critical role in the evaluation of a student's satisfactory performance and in the identification of a student's area(s) of academic need. Pertinent factors, such as teacher observation, classroom assessment results, and classroom performance, must be considered by the teacher to identify the intervention(s) and/or intensive instructional strategies that will assist that student in meeting district and state performance levels.

Students who do not satisfactorily achieve established performance standards for promotion will be assigned to the same grade for the next school year. Instruction will be provided to help these students make acceptable progress.

**Parent Notification**

1. A teacher shall send home a written scholarship warning/progress report that serves as written notification at no later than 10 days after the progress report for a grading period when it is apparent that a student may fail or is doing unsatisfactory work that may lead to failure in any subject. Scholarship warnings may be distributed through US Mail or email for parents. School staff should put forth their best effort to verbally communicate scholarship warnings to students and parents via phone, email, or other means to confirm receipt. Parents and guardians opting to have written communication must make the request in writing to the school principal or designee. The parents will be offered an opportunity for a conference with the teacher and/or principal/designee. *A student*

*may not receive a grade of “F” if this procedure has not been followed.*

2. Schools are required to provide formal written notification of anticipated retention at the end of the first semester or any time thereafter that a student is in danger of failing a subject. Electronic communications do not meet this requirement. A student shall not be retained if this procedure is not followed, except third grade students who score a Level 1 on state required Reading assessments pursuant to 1008.25 F.S. In addition, for students with disabilities who have an IEP or Section 504 Plan, a meeting shall be scheduled to review the IEP or Section 504 Plan to consider the need for revision of support and/or services for the student.

**Parent Request for Retention**

A parent request for retention of a student who has met minimum promotional standards must be submitted in writing to the principal for review. The principal will determine grade placement for the next year based on teacher recommendation(s) and review of appropriate evaluations. If approved by the principal, this shall be considered a retention in the student’s records. Written notification will be provided to the parent that the request for retention is approved for the school year indicated. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion/placement pursuant to F.S.1008.25(6).

**I. RETENTION PROVISIONS FOR STUDENTS WITH DISABILITIES**

- a. The teacher must document the implementation of identified accommodations/adaptations and intensive instruction/interventions as indicated in the student’s IEP before assigning a failing grade to a student with a disability with an IEP.
- b. The teacher must document the implementation of identified accommodations on the Section 504 Plan and intensive instruction/interventions as indicated in the student’s Progress Monitoring Plan (PMP) before assigning a failing grade to a student with a disability with a Section 504 Plan.
- c. The teacher must make the documentation of accommodations/adaptations and intensive instruction/interventions available when requested by the principal/designee prior to the end of the school year for any student with a disability receiving a failing grade

**VI. EXPECTED PERFORMANCE LEVELS**

**A. CHART OF GRADE LEVEL PERFORMANCE LEVELS**

Students in Florida and Gadsden County are expected to meet state and local performance standards as follows:

Grade	Reading	Mathematics	Science	Social Studies
		≥ Level 2		

6	≥ Level 2 Grade 6 FAST ELA or iReady 23-35	Grade 6 FAST Mathematics or iReady 20-35	60% or higher End-of-Year Assessment	60% or higher End-of-Year Assessment
7	≥ Level 2 Grade 7 FAST ELA or iReady 23-35	≥ Level 2 Grade 7 FAST Mathematics or iReady 20-35	60% or higher End-of-Year Assessment	≥ Level 2 Civics EOC
8	≥ Level 2 Grade 8 FAST ELA or iReady 23-35	≥ Level 2 Grade 8 FAST Mathematics or iReady 20-35	≥ Level 2 Grade 8 NGSS Science *	60% or higher End-of-Year Assessment

**\* or pass the appropriate high school end-of-course assessment**

**B. STUDENTS WITH DISABILITIES**

Students with disabilities are required to meet the same standards as non-disabled students unless they are taking access point classes and participating in Florida Standards Alternative Assessment as determined by the IEP Team and documented in the student’s IEP.

**VII. RETENTION**

**A. MORE THAN TWO FAILURES**

Students who fail more than two of the 4 core academic courses (language arts, mathematics, social studies, science) will be retained.

**B. TWO FAILURES (GRADES 6 OR 7)**

Students in grade 6 or 7 who fail two of the 4 core academic courses have the option to enroll in a virtual instruction program (Fuel Education/K12, Florida Virtual School, or Edgenuity) to engage in credit recovery during the summer. Students in grade 6 or 7 may be conditionally promoted to the next grade upon successful completion of one failed course through virtual instruction during the summer. These students are expected to be enrolled in credit recovery for the second failed course during the next school year.

**C. ONE FAILURE**

Students who fail one core academic course may be conditionally promoted to the next grade. These students are expected to do credit recovery through virtual instruction during the summer.

**D. PROMOTION TO GRADE 8 OR 9**

7<sup>th</sup> grade students must successfully complete all 6<sup>th</sup> grade core academic courses or higher and if necessary, comply with B and C above to be promoted to grade 8. 8<sup>th</sup> grade students must successfully complete all 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade core academic courses or higher to be promoted to grade 9. Grade 8 students may not be promoted to grade 9 until they have successfully passed all 12 middle grades core courses or higher.

**E. CONDITIONAL PROMOTION (GRADE 7 OR 8)**

Conditionally promoted students in grade 7 or 8 who have not passed all courses of the previous grade must be passing all courses at the end of the 1<sup>st</sup> quarter to remain at that grade level. Students failing one or more courses will be returned to the previous grade.

**F. ENGLISH LANGUAGE LEARNERS (ELL)/LIMITED ENGLISH PROFICIENT (LEP) PROMOTION/RETENTION**

No promotion or retention decision may be made for any individual student classified as English Language Learner (ELL)/Limited English Proficient (LEP) solely on a score on any single assessment instrument, whether such assessment is part of the statewide assessment program or of a formal district assessment process. A formal retention recommendation regarding an ELL/LEP student may be made through action of the school's ELL/LEP Committee [[FAC 6A-1.09432](#)].

**G. SUMMER SCHOOL IN OTHER DISTRICTS**

Students who attend academic summer school in other states or districts may be conditionally promoted based on transcripts or other data indicating that they have successfully completed remediation. This promotion will be validated through student performance in the first quarter of grade 7 or 8 through district and classroom assessments.

**H. OTHER REASONS**

Students will not be retained for reasons other than course failures as stated in A- G.

**VIII. ACCELERATION POLICY**

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. ***For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged.*** The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into high school. **The student's commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements.** School principals are required to inform parents and students of the available ACCEL options and the student eligibility requirements. Parent permission is required for ACCEL options and a signed ACCEL Middle Grade Performance Contract (Appendix G).

**Acceleration Options:**

**Whole Grade Promotion** – Promotion of a student occurring at the end of the school year from one grade to a grade higher than normal matriculation allows. The student will be monitored for the first four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.**

**Mid-Year Promotion** – A student remains coded in the grade level they are currently enrolled in and is placed in the next grade level for instruction. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.** If appropriately placed, the student will be formally promoted to the next grade level mid-year.

**Subject Matter Acceleration** – A student that is placed with students at a more advanced grade level on campus for one or more subjects for a part of a day without being assigned to a higher grade. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.** High school courses taken in middle grades will be used to satisfy middle school promotion criteria once the student is enrolled in high school. The grades will become part of the high school academic record, including failing grades, and may impact future promotion. Student schedules must reflect courses taken.

**Virtual Instruction Higher Grade-Level Subjects** - A student that is placed with students at a more advanced grade level in a virtual class for one or more subjects for a part of a day without being assigned to a higher grade. High school courses are accessible only through K12 Virtual School or Panhandle Area Educational Consortium (PAEC) Virtual School.

**Credit Acceleration Program (CAP)** – 1003.4295, F.S. The Credit Acceleration Program (CAP) authorizes secondary students to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment if the student attains a specified score on the EOC. For 2020-2021, these courses include Algebra 1, Geometry, Biology, and United States History. The district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance, as defined in F.S. 1008.22(3)(c)(5) on the corresponding EOC. Students interested in this option should confer with their counselor. 1003.4295 F.S.

**The requirements and eligibility process is as follows:**

- The EOC will be administered only at the times established by the state assessment calendar.
- The score necessary to earn credit will be determined by the state and applied in all situations.

- Only credit (no grade) will be earned by meeting the passing score on the EOC.
- For the April testing date, the *Mastery Exam Request Form (Appendix H)* must be completed and received by school counselor no later than **February 1**.
- For the July testing date, the *Mastery Exam Request Form (Appendix H)* must be completed and received by the school counselor no later than **May 1**.
- For the September testing date, the *Mastery Exam Request Form (Appendix H)* must be completed and received by the counselor no later than **July 1**.
- For the December/January testing date, the *Mastery Exam Request Form (Appendix H)* must be completed and received by the counselor no later than **October 1**.
- As part of the Mastery Exam Request, students will be required to supply evidence that they are prepared to sit for the EOC or that there is reasonable justification for the request. This evidence includes but is not limited to previous F.A.S.T. or FSA scores and grade in the most recent math or science course taken.
- If a student takes the EOC and does not earn credit, the student will not be eligible to apply for further CAP testing for the same course until additional preparation has been documented and evaluated.

**Multi-Age Gifted** – A district identified gifted or high achieving student may be placed with multi-age students (Grades 6-8) for the entire day to work on Advanced 6-8 coursework (which generally rotates on a three-year cycle). The program provides a uniquely differentiated curriculum and allows students the opportunity to interact with intellectually similar peers throughout the day. This approach will allow students to collaborate with other like-minded students, engage in more challenging assignments and gain confidence to express ideas in alternative ways. Students will gain opportunities to study content with a greater depth and complexity.

**Procedures** – The following procedure must be followed to consider a student for any of the ACCEL options:

1. If a parent requests consideration, it must be in writing using the *Request for Middle Grades Acceleration* form (**Appendix F**).
2. The parent must meet with the Principal/Counselor to review the request and the student's eligibility for acceleration.
3. If the request is granted, the parent and student must agree to a *Middle Grades Performance Contract (Appendix G)* prior to acceleration being granted.

## Criteria and Procedures



Criteria	Whole Grade Promotion	Mid-Year Promotion	*Subject Matter Acceleration	Virtual Instruction Higher Grade-Level Subjects	Gifted Multi-Age (3 year program)
<b>School Based, Parental and Teacher-Initiated Requests</b>	Request must be submitted in writing by the 1 <sup>st</sup> day of the 4 <sup>th</sup> quarter of the current school year using the <i>Request for Acceleration</i> form ( <b>Appendix F</b> )		Request must be submitted in writing prior to the end of the first nine weeks of the current school year using the <i>Request for Acceleration</i> form. ( <b>Appendix F</b> )		School-Based decision
<b>Assessment Results and Grades</b>	<p>A recent FAST Level 5 in reading <u>and</u> mathematics on the PM 2.</p> <p>Final grades in previous school year core course work (science, math, social studies, <u>and</u> English Language Arts) must reflect 90% or above.</p> <p>Current core course work (science, math, social studies, <u>and</u> English Language Arts) must reflect 90% or above.</p>		<p>A recent FAST Level 5 in reading <u>or</u> mathematics on PM 3 of the previous school year.</p> <p>Final grades in previous school year core course being considered for acceleration must reflect 90% or above.</p> <p>Current core course work being considered for acceleration must reflect 90% or above.</p> <p>* See <b>Appendix E</b> for Fast-Track Advanced Math Placement Criteria</p>		<p>District identified gifted students</p> <p>Students with high academic achievement pending availability as determined by school staff</p> <p>School-based matrix (See school counselor)</p>
<b>Attendance</b>	No more than 5 absences in a period of 30 days or no more than 10 absences in a period of 90 calendar days				
<b>Teacher Recommendation</b>	A written recommendation from the student's current grade level teachers for promotion requested				
<b>School Counselor Recommendation</b>	A written recommendation from the student's current school counselor for promotion requested				
<b>Principal Approval</b>	In accordance with state statute 1212.28(5) F.S. the principal of the school is the final authority in the placement of students in programs or classes				
<b>District Approval</b>	If promotion involves change in schools, the Superintendent/Designee and principals of both schools must be involved in the decision process.				

**IX. PARENT NOTIFICATION**

Annually, the school district shall provide a written report to parents/guardians of students' performance on each statewide assessment [FAC 6A-6.0908(2)].

**X. PROGRESSION FOR ENGLISH LANGUAGE LEARNER/LIMITED ENGLISH PROFICIENT STUDENTS**

**A. ENGLISH LANGUAGE LEARNERS (ELL)/LIMITED ENGLISH PROFICIENT (LEP) READING INSTRUCTION**

As required by [F/S.1003.56}, the District School Board of Gadsden County will provide ELL/LEP students with comprehensive instruction that is equal in amount, sequence, and scope as that provided to no-ELL/LEP students. The district will enroll ELL/LEP students who are reading below grade level in English and who score Level 1 or Level 2 on FSA ELA in courses appropriate to their level of English proficiency and reading ability.

**B. ENGLISH LANGUAGE LEARNERS (ELL)/LIMITED ENGLISH PROFICIENT (LEP) STUDENT READING PERFORMANCE**

Diagnostic, placement, progress monitoring and evaluation of ELL/LEP student performance in reading will be conducted as specified in the district's K-12 Comprehensive Reading Plan.

**XI. HIGH SCHOOL CREDIT FOR MIDDLE SCHOOL STUDENTS**

**A. COURSES AVAILABLE**

**High School Credit in Middle School**

In accordance with Florida statutes 1003.4156 F.S., 1008.22(3)(c)2.1 F.S., middle grades students must be enrolled appropriately in high school credit-earning courses. Courses will adhere to high school grading policy which may be found in the high school program section of the Student Progression Plan. Middle grades students earning high school credit shall simultaneously be credited with meeting the requirements for the appropriate corresponding pre-grade 9 courses. High school courses taken below grade 9 are included in student's cumulative GPA and may be used to satisfy high school graduation requirements and Bright Futures award requirements.

**B. GRADE FORGIVENESS**

Based on [F.S.1003.4282(6)], middle school students who attempt Algebra I, Algebra I Honors, Geometry, Geometry Honors, Biology, Biology 1 Honors, Spanish I, Spanish II, or other approved courses through ACCEL for high school credit may repeat the same or a comparable course to replace a grade of "C", "D", or "F" through grade forgiveness. Any grade for a repeated course for credit will replace the former grade in GPA calculation; however, all course grades will still be documented in high school official academic transcripts, cumulative student records, and in an automated system. In addition, grades from all courses taken must be included in the GPA calculation unless the grade has been forgiven by retaking the same or comparable course. Under local district policy, if retaking a course improves an "F" to a "D",

only the "D" will be calculated in the GPA. If a student earns the same letter grade twice for the same course, only ONE of the letter grades will be counted in the student's GPA calculation. In all cases of grade forgiveness, only new grades shall be used in GPA calculation.

**C. AWARDING OF CREDIT**

Students who drop a high school course are strongly encouraged to do so during the first grading quarter to avoid academic penalties. If students remain in a high school course(s) through the second grading quarter (first semester), the grade(s) and credit(s) earned will be added to the high school official transcript. Any student dropping a high school course will be returned to a comparable middle school level course. One semester of a high school math course will be considered partial fulfillment of the math course requirement for promotion from 8<sup>th</sup> to 9<sup>th</sup> grade. Please see **Appendix D** for complete description of Middle Grades EOC requirements. Students successfully completing middle school may begin earning their community service hours for high school transcripts beginning on the first day of 9<sup>th</sup> grade. Students who successfully complete an online course in grades 6-8 for high school credit may use that course to satisfy the online course for high school graduation requirement.

**XII. TRANSFERS FROM OTHER SCHOOLS**

**A. FOREIGN STUDENTS**

Foreign-Born Students – The grade placement shall be age-appropriate for English Language Learner students who are unable to obtain records from previous schools. The principal may review and make changes in placement based on the academic performance of the student during the first grading period. The principal is responsible for the final placement decision.

**B. MILITARY CHILDREN**

See **Appendix A** for Military Children

**C. HOME EDUCATION**

Home Education [F.S.1002.41]

1. A “home education program” is the sequentially progressive instruction of a student directed by his or her parent to satisfy the attendance requirement of [F.S.1002.41, 1003.41, 1003.01(4), 1003.21(1), and 1002.01].
2. Parents must register home education students with the District School Board of Gadsden County within 30 days of the establishment of the home education program.
3. Parents must provide written notice of termination to the District School Board of Gadsden County within 30 days of the termination of a home education program.
4. Parents must maintain a portfolio of records, educational activities and materials. Portfolios available for the district school superintendent, or the district school superintendent’s designee, upon 15 days written notice.
5. Parents shall provide for annual educational evaluations documenting that the student’s educational progress is at a level commensurate with his or

her ability.

6. A home education program shall be excluded from meeting the requirements of a school day.
7. Home education students may participate in the District School Board of Gadsden County interscholastic extra-curricular student activities at their zoned school. Home education students participating in an extra-curricular activity may attend the specific course required for participation in the activity.

**D. VIRTUAL EDUCATION PROGRAMS**

1. Students, including home education students, may take middle grade level courses offered through the virtual instruction programs (i.e., Fuel Education, Edgenuity, Florida Virtual School, and PAEC Virtual).
2. Virtual courses shall be available to students during or after the normal school day or during summer school enrollment. Students should be enrolled in a full schedule in the middle school which may include Fuel Education, Florida Virtual School, or Edgenuity course(s).
3. Students requesting to take a course offered by one of the virtual providers must have parent approval (Appendix G). Students and their families must consult with the middle school counselor prior to applying to or enrolling in virtual courses.
4. Schools must accept all academic grades and credits attempted and/or earned through virtual coursework as approved by the school counselor. These grades will also be included in the calculation of the high school GPA for any high school courses taken at the middle school level. Grade forgiveness policies will apply to virtual school courses.
5. To avoid academic penalties, students must withdraw from courses based on deadlines set by the virtual education providers (Fuel Education, Florida Virtual School, or Edgenuity).
6. A full-time K12 Virtual School or PAEC Virtual School student who meets specified conduct and academic requirements is eligible to participate in extracurricular activities at the district public school to which the student would be assigned.

**E. FULL-TIME VIRTUAL STUDENT EDUCATION**

FUEL EDUCATION, FLORIDA VIRTUAL SCHOOL (FLVS), & EDGENUITY are **full-time** online options for students in grades K-12. A parent must make a written request to the District School Board of Gadsden County Office of Virtual Learning for reassignment from the district school and meet eligibility requirements for the student to be admitted. Enrollment is typically allowed during the open enrollment periods prior to the beginning of the academic year and at midyear. These programs are completely Internet-based and serve students in grades K-12. Students with access to the Internet can complete their course work from any place, at any hour, and for as long as they choose. Students are responsible for completing their course assignments and submitting them via email to the teacher for feedback and grading. The

chart below will provide a description of the district’s full-time virtual program and the eligibility criteria for entering a virtual learning program.

PROGRAM NAME	K12 Virtual School and PAEC Virtual School Grades 6-8
PROGRAM DESCRIPTION	<ul style="list-style-type: none"> <li>• <b>Fuel Education, Edgenuity, and Florida Virtual School</b> are <b>Full-Time</b> district schools.</li> <li>• <b>Fuel Education, Edgenuity, and Florida Virtual School</b> deliver online instruction through contracted Virtual Instruction Providers.</li> <li>• <b>Fuel Education, Edgenuity, and Florida Virtual School</b> operate by <b>all</b> District guidelines, policies, and procedures.</li> <li>• <b>Fuel Education, Edgenuity, and Florida Virtual School</b> follow the District’s Student Progression Plan.</li> <li>• <b>Fuel Education, Edgenuity, and Florida Virtual School</b> students are <b>required</b> to follow the District Attendance Policy.</li> <li>• <b>Fuel Education, Edgenuity, and Florida Virtual School</b> follow the District school calendar.</li> <li>• Parents must commit to spending at least 2-4 hours per day as a learning coach for their student(s).</li> <li>• Parents and students must attend an orientation session and/or personal interview with the <b>Fuel Education, Edgenuity, and Florida Virtual School</b> Supervisor or designee prior to enrollment.</li> <li>• Traditional middle school activities such as, but not limited to, a promotion ceremony, are not available for <b>Fuel Education, Edgenuity, and Florida Virtual School</b> students.</li> <li>• Students are provided all required textbooks and necessary resources from the contracted Virtual Instruction Providers; all materials are shipped directly to the students’ home from the provider.</li> <li>• Virtual Instruction Providers post grades at the end of first (mid- year) and second (end of the year) semesters; students and instructional coaches (parent/guardian) can access academic grades/progress 7 days a week 24 hours a day through the student/parent/guardian accounts that are set up with the selected Virtual Instruction Provider.</li> </ul>
ELIGIBILITY CRITERIA	<ul style="list-style-type: none"> <li>• According to section 1002.455, Florida Statutes, students who want to enroll in <b>Fuel Education, Edgenuity, and Florida Virtual School</b> must meet at least <b>one</b> of the follow criteria specified:</li> <li>• Spent the prior school year in attendance at a public school in this state and was enrolled and reported by a public school district for funding during the <b>preceding</b> October and February for purposes of the Florida Education Finance Program (FEFP) surveys.</li> <li>• Is the dependent child of a member of the United States Armed Forces who was transferred within the last 12 months to this state from another state or from a foreign country pursuant to the parent’s permanent change of station orders? Was enrolled during the prior school year in a school district virtual instruction program under Section 1002.45, a K-8 virtual school program under Section 1002.455, or a full-time Florida Virtual School Program under Section 1002.37(8)(a) of Florida Statutes.</li> <li>• Has a sibling who is currently enrolled in the school district virtual instruction program and that sibling was enrolled in such program at the end of the prior school year.</li> </ul>
PROMOTION POLICY	<p>Middle school grade promotion requires students in grades 6, 7, and 8 must successfully complete the following academic courses:</p> <ul style="list-style-type: none"> <li>• <b>6<sup>th</sup> Grade</b> – Language Arts, Math, Science, “Social Studies</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>7<sup>th</sup> Grade</b> - Language Arts, Math*, Science, Social Studies/Civics**</li> <li>• <b>8<sup>th</sup> Grade</b> – Language Arts, Math*, Science, Social Studies/Career Education and Planning</li> </ul> <p>*To earn high school credit for Algebra 1, eligible students must pass the EOC assessment. Beginning with the 2012-2013 school year, to earn high school credit for Geometry, eligible students must pass the Geometry end of course (EOC) assessment. ** Beginning in the 2014-2015 school year, the Civics EOC will constitute 30% of the student’s final course grade. The school principal or designee shall determine whether a student who transfers to the middle school, and who has successfully completed a civics course at the previous school, must take the Civics EOC.</p>
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>Fuel Education, Edgenuity, and Florida Virtual School</b> students in grades 6-8 may participate in the District School Board of Gadsden County interscholastic extra-curricular student activities at their zoned school.
<b>STATE/LOCAL ASSESSMENTS REQUIRED</b>	6-12 students take <b>all</b> required state (FAST, EOC, etc.) and district assessments identified on the District Assessment Calendar.

### **XIII. STUDENT RIGHTS FOR INSTRUCTION**

#### **A. EQUAL ACCESS**

All District School Board of Gadsden County classes shall be available to all students without regard to race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation. This is not intended to eliminate the provision of programs designed to meet the needs of students with limited proficiency in English or exceptional education students. [F.S.1000.05]

#### **B. ENGLISH FOR SPEAKERS OF OTHER LANGUAGES (ESOL)**

English for Speakers of Other Languages (ESOL) services are designed to meet the communicative, academic, and social needs of English Language Learners (ELLs) as defined in [F.S.1003.56]. Services will be provided as outlined in the District ELL/LEP Plan. No ELL/LEP student will be retained solely due to a lack of English language proficiency.

#### **C. APPROPRIATE USE OF PRIMARY LANGUAGE**

No students will be denied appropriate use of his/her primary language [F.S.1003.56]. No national language minority or English Language Learner

student shall be subjected to any disciplinary action based on his/her use of a language other than English [FAC 6A-6.0908(3)].

**D. TEEN PARENT PROGRAM**

Students who become married and students who are pregnant shall not be prohibited from attending school. These students and students who are parents shall receive the same educational instruction or its equivalent as other students but may voluntarily be assigned to a class or program suited to their special needs. Consistent with [F.S.1003.54], pregnant or parenting teens may participate in a teenage parent program.

**E. DISCRIMINATION**

Any student who believes that he/she has been denied participation in or access to an educational program or activity, or has otherwise been discriminated against due to age, sex, race, color, religion, national or ethnic origin, disability, handicapping condition, pregnancy, parenthood, marriage, political beliefs, social and family background, or for any other reason not related to his/her individual capabilities, may file a grievance according to the procedure established in School Board Policies and Procedures.

**F. GRIEVANCE PROCEDURES**

In cases of alleged discrimination and/or harassment, nothing in this policy shall prohibit a student, applicant for admission to an educational program or service, or parent from pursuing a grievance through the complaint and/or grievance procedures as may be established by federal and/or state statutes or regulations. No student, applicant for admission to an educational program or service, parent, or employee shall be subject to adverse action in retaliation for having filed a grievance or for having testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted under the authority of this policy.





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“Education is the passport to the future, for tomorrow belongs to those who prepare for it today.”

Malcolm X

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**I. ADMISSION AND ENROLLMENT**

**A. ADMISSION**

The following policies for admission to Gadsden County Schools are in effect for all students in Gadsden County.

**3. First Entry to Gadsden County Schools**

- a. Evidence that the parent(s)/guardian(s) are legal residents of the school’s attendance area or have district-approved registration through School Choice procedures.
- b. Proof of date of birth for students (For acceptable alternates to birth certificates see Florida Statute 1003.21(4))  
*Note: A homeless child, as defined by § 1003.02, Fla. Stat., shall be given a temporary exemption from this requirement for 30 school days.*
- c. A valid Florida Certificate of Immunization from a health professional to include:
  - i. 4-5 doses of DTP or DTap (If the 4th dose is administered after the 4<sup>th</sup> birthday, a 5<sup>th</sup> dose is not required)
  - ii. 3-5 doses of polio, final dose must be administered after 4<sup>th</sup> birthday
  - iii. 2 doses of MMR
  - iv. 2 doses of Varicella or documentation of chicken pox disease
  - v. 3 doses of Hepatitis B
  - vi. 1 dose of Tetanus-diphtheria-acellular pertussis (Tdap)

**4. Upon initial admission or entry from one attendance zone to another in Gadsden County Public Schools, evidence of residence must be presented to the receiving school. All addresses are subject to verification. The following documents shall be required:**

- a. Owned Residence
  - i. Copy of the recorded deed (or agreement for deed), or a certified copy of the declaration of homestead exemption
  - ii. Copy of a current electric bill or initial order for service dated within 60 days of admission
  - iii. One of the following current documents:
    - 1. Auto registration
    - 2. Valid driver’s license or Florida ID
    - 3. Voter’s registration
- b. Rented or Leased Residence
  - i. Copy of current lease, rental agreement, or a notarized letter from the landlord
  - ii. Copy of a current electric bill or initial order for service dated within 60 days of admission
  - iii. One of the following current documents:

1. Auto registration
2. Valid driver's license or Florida ID
3. Voter's registration
- iv. Non-primary owner or renter (families living with families)
  1. Verification of Residency Form must be completed by the primary and non-primary owner or renter. **This form is valid for one school year only.**
- v. *If applicable*, legal documents, i.e. a copy of a current judgement of divorce (Dissolution of Marriage) or other court order establishing the right of custody should be presented at the time of enrollment.

## B. ENROLLMENT GUIDELINES

A minor child's residence is that of the child's parent or parents. A child residing in Gadsden County, Florida must be enrolled in and attend the public school that serves the child's residential attendance zone, unless otherwise authorized by the School Choice Office, ESE school assignment, appropriate district level administrator, disciplinary assignment under the Student Code of Conduct, assignment by the School Board "in lieu of expulsion, or a "no contact order" entered by a court of competent jurisdiction.

## II. TRANSFER OF CREDITS AND PLACEMENT PROCEDURES

The State Board Rule on the State Uniform Transfer of High School Credits was established to determine uniform procedures relating to the acceptance of transfer work and credit for students entering Florida's Public Schools (6A-1.09941 FAC).

### A. PROCEDURES FOR TRANSFER

All evidence of work or credits earned at another public school, community college, or university offered for acceptance shall be based on an official transcript authenticated by the principal (or designee). Grade placements and/or credits shall be granted at face value when submitted on an official transcript.

An **official transcript** is a document on school letterhead and/or embossed with the school seal. It shall be sent by mail or electronically and include the signature of a school administrator of the school where the credit was earned. It should clearly identify the school, the student, course number, date the course was taken, credit earned, and grade in each course. An official transcript may be hand delivered if it is in a sealed and embossed envelope (1003.25(3) F.S.; 6A-109941 FAC).

**Note:** Students entering school from a foreign nation or from a public, private or home school, and who are not able to provide a valid transcript or original report cards, will be required to validate their current course or grade

placement within the first forty-five days of enrollment and to complete appropriate subject or grade level examinations successfully. The final determination for grade placement or credits will be based primarily on classroom performance and not on any single test score. The receiving school principal may utilize appropriate achievement data from grade level/subject tests such as teacher-made exams, and/or minimum grade equivalent score on a district approved reading assessments and/or district approved math assessment, and/or appropriate end-of-course exams to determine grades for course credit or promotional purposes. To graduate, a student who enters high school having completed credits in another country and for which there is no documentation for these credits is required to have the same number of core course credits as any student at that grade level. For instance, a student entering in the 10th grade will need 3 credits in each of the four core subjects to graduate; while a student entering as a 12th grade student will only need 1 credit in each of the four core subjects to graduate. The core or grade placement is validated through satisfactory completion of academic work within a grading period; successful completion of appropriate subject or grade level examinations; and overall classroom performance (FLDOE SALA office).

**B. REQUIREMENTS FOR TRANSFER, FOREIGN-BORN AND/OR ELL/LEP STUDENTS**

Students who enter a Florida public school in 11<sup>th</sup> and 12<sup>th</sup> grade from out-of-district or from a foreign country shall not be required to spend additional time in high school to meet Florida high school course requirements if the student has met all requirements of the school district, state or country from which he/she is transferring. However, to receive a standard high school diploma, a transfer student must earn an unweighted 2.0 grade point average and pass the grade 10 F.A.S.T. Assessment required in F.S.1008.22(3), SAT/ACT or other alternate assessments described in F.S.1008.22. Florida Statutes may change options for alternative assessments. End of course assessments required for the student's grade 9 cohort are required unless specific assessments have been taken in the state the student transfers from. The school counselor and registrar will determine the course and assessment requirements for the transferring student. The grade placement of any student transferring from another state or private school will be determined by the principal (or designee) of the receiving school.

**C. INSTITUTIONS WITH AUTOMATIC CREDIT APPROVAL FOR TRANSFER**

Credits earned through institutions affiliated with the following accrediting agencies will be automatically approved:

- Southern Association of Colleges and Schools
- Middle States Association of Colleges and Schools
- New England Association of Colleges and Schools
- North Central Association of Colleges and Schools
- Northwest Association of Accredited Schools
- Western Association of Colleges and Schools
- Council of Bilingual Schools
- Episcopal Diocese of Florida
- Florida Coalition of Christian Private Schools
- Florida Conference of Seventh-day Adventist Schools
- Florida League of Christian Schools
- Lutheran Schools For Florida- Georgia District (FLGA-LCMS)
- National Council on Private School Accreditation (NCPSA) member agencies
- Accrediting Association of Seventh-day Adventist Schools, Colleges and Universities
- Association of Christian School International
- Association of Christian Teachers and Schools, Assemblies of God
- Association of Independent Schools of Florida
- Association of Waldorf Schools of North America
- Christian Schools International
- Christian Schools of Florida
- Florida Catholic Conference
- Florida Association of Christian Colleges and Schools
- International Christian Accrediting Association
- Kentucky Nonpublic School Commission
- Montessori School Accreditation Commission
- National Independent Private School Association
- Florida Council on Independent Schools (FCIS)
- Florida Association of Christian Colleges and Schools (FACCS)

**D. TRANSFER FROM NON-ACCREDITED AND FOREIGN SCHOOLS**

Credits from non-accredited schools, as well as foreign schools, will be evaluated on the basis of comparability to local courses in terms of course

length and content in some cases, communications with the previous school will be necessary and a translation of transcripts required. Students transferring from another country shall receive English credit Language Arts) for primary language study. English or a language other than student's native language as it appears on a foreign transcript will be reflected as foreign language credit. Students transferring into a public school from non-accredited school or a foreign school must be placed at the appropriate sequential course level. For example, an 11<sup>th</sup> grade transfer student may validate his English I and II credits taken at the sending school with a 2.0 GPA in English III at the receiving school. Students who do not meet a 2.0 GPA, or choose not to continue to the next sequential level in a particular subject area (i.e., foreign languages), must have their credits validated using an approved alternative validation procedure (described below).

**E. TRANSFER FROM HOME SCHOOLS**

A student entering a School Board of Gadsden County high school from a home education program must present documentation (i.e., the student's portfolio with dated samples or work) which indicates the courses in which the student received home instruction. High School credits may not be given solely on the basis of time spent in a home education program. The decision regarding credits will be made by the high school principal. Parents shall provide the school a detailed course description for each course, indicating objectives, instructional materials, and methods of student performance evaluation. Courses will be evaluated on the basis of comparability to local courses in terms of course length and content. Parents shall provide evidence that each course eligible for one high school credit consisted of at least 135 (or 120 in a flexible/block schedule) hours of instruction. If the receiving school cannot validate course/credit attainment through a portfolio assessment, the student shall be placed in an age-appropriate course(s).

**F. VALIDATION OF CREDIT**

Work or credits from home schools, private schools, other than those accredited by agencies in (c) above, as well as tutorial agencies, and correspondence school programs, shall be validated by performance assessments conducted during the first grading period. If requested, home education students shall be provided up to ninety days to prepare for the required assessment(s). A transferring student shall be placed at the appropriate sequential course level and should have a minimum grade point average of 2.0 at the end of the first grading period. For students who do not meet this requirement, any of the following alternatives may be used by the district to validate credits:

- Portfolio evaluation by principal or designee
- Written recommendation by a Florida-certified teacher selected by the parent and approved by the principal.
- Demonstrated performance in courses taken through dual enrollment

or at other public or private accredited schools.

- Demonstrated proficiencies on nationally normed subject area assessments.
- Written review of the criteria utilized for a given subject provided by the former school.
- Demonstrated by 70% proficiency level on the end of course exam.

Academic Services and the school will assist with the evaluation of home school student credit. If letter or numerical grades were not awarded at the prior school, the student will be awarded a grade that is equivalent to his/her end-of-course summative performance in the next sequential course. The final decision regarding credit is the responsibility of the school principal.

#### **G. TRANSFER FOR FOREIGN EXCHANGE STUDENTS**

Foreign Exchange students who wish to enroll in a Gadsden County school must show proof of English Language proficiency in listening, speaking, reading, and writing prior to enrolling. Students who enroll in a Gadsden County school and who have been foreign exchange students (i.e., U.S. citizens who left the U.S.A. through a recognized program for one or more years) must present a valid transcript or original report card upon their registration in a Gadsden County School. All grades for these high school students will have the option to be converted to pass/fail. Special note: Acceptance of pass/fail would prohibit student eligibility for all interscholastic competition due to the inability to calculate and meet the minimum 2.0 grade point average requirement. Foreign exchange students from other countries (in an approved exchange program listed in the most current Council on Standards for International Education Travel [CSIET] Advisory List) upon leaving a Gadsden County school shall receive a valid transcript of their work while in the district. Students in their fourth year of high school, and who provide a valid transcript of their previous three years' work, shall be eligible for a Gadsden County diploma if they meet all requirements for graduation. In addition, the student must earn the required grade point average and pass the appropriate state test(s) required for graduation and have met the minimum state of Florida graduation credits.

#### **H. TRANSFER OF CREDIT: EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN**

Transfer of Credit: Educational Opportunity for Military Children – See **Appendix A**

### **III. PROMOTION REQUIREMENTS AND GRADE LEVEL CLASSIFICATION**

Unless otherwise noted, a student's graduation requirements are the requirements in effect the first year the student entered ninth grade.



**A. Number of Credits Required for Promotion**

Students in grades 9-11 or in their first three years of high school shall be scheduled full-time into required academic courses each year to earn sufficient credits toward graduation. To be promoted within high school at the end of a given year, a student electing a 24-credit option or an 18-credit ACCEL option must earn the minimum number of credits as indicated below.

<b>To Grade</b>	<b>24 Credit Options</b>	<b>18 Credit ACCEL Option</b>	<b>Other</b>
<b>10</b>	5 credits, including 1 English or 1 mathematics	5 credits, including 1 English or 1 mathematics	1.00 GPA or above
<b>11</b>	12 credits, including 2 English and any combination of 2 mathematics and/or science	12 credits, including 2 English and any combination of 2 mathematics and/or science	1.50 GPA or above
<b>12</b>	18 credits, including 3 English and any combination of 4 mathematics and/or science	12 credits, including 3 English and any combination of 4 mathematics and/or science	1.75 GPA or above

Mid-year promotion requirements must be submitted to Academic Services by February 15, and will only be considered for students who have been retained in high school and meet the promotional criteria for a higher grade level.

**B. State Scheduling Requirements**

Pursuant to 1003.436 F.S., for the purposes of requirements for high school graduation, one credit is defined as a minimum of 135 hours (or 120 hours in a flexible/block schedule) of bona fide instruction in a designated course which contains student performance standards. Credit will also be awarded to students who demonstrate mastery of course content and student performance standards through alternative instructional delivery models such as performance-based instruction, extended school year programs, and flexible/block scheduling.

**C. High School Courses Taken in Middle School**

Beginning with the 2007-2008 school year and thereafter, a middle school student who successfully completes a high school course in middle school in a district approved subject shall receive high school credit. Transfer students who received high school credit while in middle school shall be awarded credit without stipulations on subject or year taken.

**1. Repeating a High School Course Taken in Middle School**

High school students may earn credit toward graduation by repeating a course that is designated in the State Course Code Directory as a Level 2 high school course and that was previously completed at the middle school level with a final grade of “C,” “D,” or “F.” (1003.428(4)(d) F.S.)

**D. Requirements for Promotion and Graduation at the High School Level**

1. Students being promoted from high school shall also meet all requirements for graduation established by the Florida State Board of Education pursuant to their indicated programs of study and 1003.428(1)(2) F.S., 1003.43 F.S., 1003.429(1)(6) F.S., or 1008.25 F.S.
2. No high school students may be granted credit toward a standard high school diploma for enrollment in the following courses or programs:
  - a. more than a total of nine (9) elective credits in remedial programs,
  - b. more than three (3) credits in practical arts family and consumer science classes,
  - c. more than (1) credit in exploratory career and technical courses,
  - d. any level 1 courses unless the student's assessment shows a more rigorous course would not be appropriate (this need must be included in the student's IEP or performance plan, such as an Academic Performance Plan, and signed by principal, school counselor, student and parent).

**E. Promotion Requirements for Students with Disabilities with an IEP**

Students with disabilities following the general education curriculum must meet the state or district levels of performance for student progression when provided all allowable accommodations/adaptions documented in the student's IEP and intensive instruction/intervention. All school instruction shall be standards based using the applicable state standards. DCPS must provide differentiated instruction to prepare students with disabilities to demonstrate proficiencies in the skill and competencies necessary for successful grade-to-grade progression and high school graduation.

**IV. PROGRAMS OF STUDY AND DIPLOMA OPTIONS**

The district shall provide each student in Grade 9 and his or her parents with high school graduation options so that they may select the postsecondary education or career plan that best fits the student's needs (1003.429(1) F.S.). This selection is the exclusive right of the student and parents. Information is available in the School Counseling office.

**A. Standard Diploma Options**

Florida Statute 1003.4282 provides the requirements for the Florida Standard Diploma. Gadsden County Public Schools presents students and their parents with the following options to earn a diploma:

- 24-credit standard program, (*see table*)
- 24-credit standard program, with Scholar Designation (*see table*)
- 24-credit standard program, with Merit Designation (*see table*)
- 18-credit ACCEL program. (*see table*)
- Career and Technical Education (CTE) Pathway (*see table*)

All the graduation pathways include opportunities to take rigorous academic courses to prepare students for their future academic and career choices.

All students, regardless of the graduation program, must earn a 2.0 grade point average (GPA) on a 4.0 scale for all cohort years and pass statewide, standardized assessments unless a waiver of assessment results is granted by the IEP team for students with disabilities.

<b>24 Credit Standard Diploma Option</b>		
	<b>Credits Required</b>	<b>Special Considerations</b>
<b>English</b>	4	English I, II, III, IV or equivalent AP or Dual Enrollment course
<b>Mathematics</b>	4	Must include: 1 credit - Algebra 1* 1 credit – Geometry*
<b>Science</b>	3	Must include: 1 credit – Biology*
<b>Social Studies</b>	3	Must include: 1 credit – World History 1 credit – US History* 0.5 credit – US Government 0.5 credit - Economics
<b>World Languages</b>	2	Not required for graduation. Minimum 2 years of the same language required for admission into most universities and some Bright Futures Scholarships
<b>Fine and Performing Arts, Speech and Debate or Practical Arts</b>	1	Eligible courses are specified in the <a href="#">Florida Course Code Directory</a>
<b>Physical Education</b>	1	Must include the integration of Health
<b>Electives</b>	8	
<b>Total</b>	24	Must include an online course
<b>Scholar Diploma Designation</b>	<p>In addition to the requirements of F.S. 1003.4282, to earn the Scholar designation, as student must satisfy the following requirements:</p> <ul style="list-style-type: none"> <li>➤ 1 credit in Algebra II or an equally rigorous course</li> <li>➤ Pass the Geometry EOC</li> <li>➤ 1 credit in Statistics or an equally rigorous mathematics course</li> <li>➤ Pass the Biology I EOC</li> <li>➤ 1 credit in Chemistry or Physics</li> <li>➤ 1 credit in a course equally rigorous to Chemistry or Physics</li> <li>➤ Pass the U.S. History EOC</li> <li>➤ 2 credits in the same World Language</li> <li>➤ 1 credit in AP, IB, AICE or a dual enrollment course</li> </ul> <p>A student is exempt from the Biology I or U.S. History assessment if the student is enrolled in an AP, IB, or AICE Biology I or U.S. History course and the student takes the respective assessment and earns the minimum score to earn college credit.</p>	
<b>Merit Diploma Designation</b>	<p>In addition to the requirements of F.S. 1003.4282, to earn the Merit designation, as student must satisfy the following requirements:</p> <ul style="list-style-type: none"> <li>➤ Attain one or more <a href="#">industry certifications</a> from the list established under s. 1003.492, F.S.</li> </ul>	

\* Students enrolled in Algebra 1, Geometry, Biology 1, and U.S. History must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade.

## ACCEL 18-Credit Diploma Option

	<b>Credits Required</b>	<b>Special Consideration</b>
<b>English</b>	4	English I, II, III, IV or equivalent AP or Dual Enrollment course
<b>Mathematics</b>	4	Must include: 1 credit - Algebra 1* 1 credit – Geometry*
<b>Science</b>	3	Must include: 1 credit – Biology*
<b>Social Studies</b>	3	Must include: 1 credit – World History 1 credit – US History* 0.5 credit – US Government 0.5 credit - Economics
<b>Fine and Performing Arts, Speech and Debate or Practical Arts</b>	1	Eligible courses are specified in the <a href="#">Florida Course Code Directory</a>
<b>Electives</b>	3	
<b>Total</b>	18	

\* Students enrolled in Algebra 1, Geometry, Biology 1, and U.S. History must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade.

<b>Career and Technical Education (CTE) Diploma Pathway</b>		
	<b>Credits</b>	<b>Special Consideration</b>
<b>English</b>	4	English I, II, III, IV or equivalent AP or Dual Enrollment course
<b>Mathematics</b>	4	Must include: 1 credit - Algebra 1* 1 credit – Geometry*
<b>Science</b>	3	Must include: 1 credit – Biology*
<b>Social Studies</b>	3	Must include: 1 credit – World History 1 credit – US History* 0.5 credit – US Government 0.5 credit - Economics
<b>CTE education</b>	2	The courses must result in a program completion and an industry certification.
<b>Work-based Learning Programs</b>	2	A student may substitute up to two credits of electives, including one-half credit in financial literacy, for work-based learning program courses to fulfill this requirement.
<b>Total</b>	18	
* Students enrolled in Algebra 1, Geometry, Biology 1, and U.S. History must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade.		

V.

## V. ALTERNATIVE EDUCATION OPTIONS

### A. DROPOUT PREVENTION PROGRAMS

Graduation requirements for students enrolled in dropout prevention programs are identical to the requirements for other students in grades 9-12. The exceptions are described below (see Performance-Based Diploma and Performance-Based Exit Option). Modifications in courses may take one or more of the following forms: the amount of in-class instruction required to earn a credit may be lengthened or shortened; alternative methods of assessing mastery of performance standards may be utilized in addition to meeting state required assessments.

\*\*Students not eligible for military and NCAA\*\*

### B. PERFORMANCE-BASED DIPLOMA PROGRAM

Students who participate in and successfully complete the Performance-Based Diploma Program shall receive a regular high school diploma. Students must:

- a) Earn passing scores (as defined by the State of Florida) on the FSA reading and math or scores on other assessments that are approved by the State of Florida AND
- b) Earn a 2.0 grade point average or better on a 4.0 scale for courses taken while enrolled in the program AND
- c) Complete the required credits for graduation

**C. PERFORMANCE- BASED EXIT OPTION PROGRAM**

In order for students to be eligible for participation in the Performance-Based Exit Option Program, they must:

- a) Be behind to graduate with their kindergarten cohort due to over-age for grade,
- b) Be behind in credits or have a GPA that is less than 2.0,
- c) Be approved by Principal, School Counselor, and Exit Option Coordinator,
- d) Demonstrate a reading level of at least 9th grade as evidenced by a TABE test,
- e) Earn passing scores (as defined by the State of Florida) on the FSA reading and math or scores on other assessments that are approved by the State of Florida
- f) Have Parent/Guardian notification and consent.

Students participating in the Performance-Based Exit Option Program will be awarded a State of Florida High School Performance-Based Diploma issued by the district high school. Students participating in the Performance-Based Exit Option Program who are over-age for grade and classified as a ninth grader may be promoted to the 10th grade for the purpose of taking the grade 10 FAST FSA or EOC exams.

**D. HOME EDUCATION**

A “home education program” is the sequentially progressive instruction of a student directed by his or her parent to satisfy the attendance requirement of F.S. 1002.41, 1003.41, 1003.01(4), 1003.21(1), and 1002.01.

- 1. Parents must register home education students with the District School Board of Gadsden County within 30 days of the establishment of the home education program.
- 2. Parents must provide written notice of termination to the District School Board of Gadsden County within 30 days of the establishment of the home education program.
- 3. Parents must maintain a portfolio of records, education activities and materials. Portfolios are to be preserved for 2 years after re-entry into Gadsden County schools and shall be made available for the district school superintendent, or the district school superintendent’s designee, upon 15 days’ written notice.
- 4. Parents shall provide for annual educational evaluations documenting the student’s educational progress is at a level commensurate with his or her ability.
- 5. A home education program shall be excluded from meeting the requirements of a school day.
- 6. Home education students may participate in the District School Board of Gadsden Board County interscholastic extra- curricular student activities at their zoned school. If eligible, Home education students participating in an extra-curricular activity may attend the

specific course required for participation in the activity.

7. Home education students at the high school level may enroll as a part-time student at their zoned school. Enrollment is contingent on space availability. Student schedule and time on campus is subject to the principal's approval.
8. To receive a diploma from a district high school there are strict guidelines and timelines that must be followed to meet graduation requirements. Students officially registered as home school students who wish to graduate from their district zoned high school must do the following:
  - a) Alert the Home School Office of that intent prior to entering 10th grade so that appropriate guidance can be given related to mandatory testing and credit requirements.
  - b) Designate the 10th grade reading FSA and other state assessments as one measure of annual evaluation in the home education evaluation plan.
  - c) Take 10th grade reading FSA and successfully meet all current testing requirements in all areas specified by the state.
  - d) Must enroll full time in the district zoned high school for the entire final or "senior" year.
  - e) Must successfully complete all school graduation requirements (testing, credits, GPA).

#### **E. HOME EDUCATION STUDENTS AND HIGH SCHOOL GRADUATION**

Only Home Education students who have met all the above requirements will be permitted to participate in graduation celebrations and activities and be eligible to receive a district high school diploma. Students who are unable to meet the FSA and state assessments requirements in the 10th grade should enroll full time in their district zoned high school no later than the second semester of the 11th grade to meet all graduation requirements.

#### **F. VIRTUAL EDUCATION PROGRAMS**

Fuel Education, Florida Virtual School, and Edgenuity are full-time online district schools for students in grades K-12. Enrollment is allowed during specified open enrollment periods: Prior to the beginning of the academic year and at midyear.

1. Students enrolled in virtual school must meet all standards and graduation requirements of the state and district.
2. Students enrolled in virtual education are entitled to participate in extracurricular activities at their districted school.
3. Virtual education students must take state required assessments (FSA, EOCs) since they are enrolled in a public school.
4. At the completion of all graduation requirements, a student will be awarded a diploma from Gadsden County School District.
5. Parents of student in grades K-8 must commit to spending at least 4-



- 6 hours per day as a learning coach for their child.
6. Parents must attend an orientation session and/or personal interview with a representative from Fuel Education, Florida Virtual School, and/or Edgenuity prior to enrollment.
  7. Good attendance and satisfactory completion of coursework is required for continuation in the school.
  8. Parents of ESE students must request an IEP meeting at their districted school prior to enrollment in virtual education.
  9. Students may remain enrolled in virtual school for any or all of their education in the district as long as they meet appropriate attendance and course requirements.

**G. VIRTUAL SCHOOLS**

1. Students, including Home School students, may earn credits offered through Fuel Education, Florida Virtual School, and Edgenuity each year.
2. Students who are enrolled in virtual education full-time and meet specified conduct and academic requirements are eligible to participate in extracurricular activities at the district public school to which the student would be assigned. Fuel Education, Florida Virtual School, and Edgenuity part time program's courses shall be available to students before, during or after the normal school day or during summer school enrollment. Students participating in the part time program must be enrolled in a full schedule in the district high school.
3. Students requesting to take a course through the Virtual School's part time program must have parent and school counselor approval. Students and their families are strongly urged to consult with the school counselor and classroom teachers prior to applying to or enrolling in virtual school.
4. Schools must accept all academic grades and credits attempted and/or earned at through Fuel Education, Florida Virtual School, and Edgenuity full time and through Fuel Education, Florida Virtual School and Edgenuity's part time program.
5. ***“W/F” codes will be treated as a grade of “F” on a student’s transcript.***

6. Part-time virtual school enrollment does not grant a high school diploma.

## **VI. ADDITIONAL SECONDARY AND POSTSECONDARY CREDIT-EARNING OPTIONS**

### **A. ADVANCED PLACEMENT (F.S. 1007.27)**

Advanced Placement (AP) is the enrollment of an eligible secondary student in an Advanced Placement course as described by the College Board. State of Florida community colleges or universities may award credit for an AP course to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam. Colleges and universities accept an award AP credit based on the policies of the post-secondary school; graduates are responsible for confirming policies with their selected post-secondary school(s). Students enrolled in AP courses shall be exempt from the payment of any fees (F.S. 1007.27). Students enrolled in AP courses may take the AP exam. If a student chooses to take an AP exam without taking the course, he or she is responsible for the fee.

### **B. DUAL ENROLLMENT**

Dual Enrollment is defined as the enrollment of an eligible secondary student in a post-secondary course creditable toward a vocational certificate or an associate or baccalaureate degree.

- a) Students may earn high school and college credit simultaneously by enrolling in approved Dual Enrollment courses as specified in the articulation agreements between the District School Board of Gadsden County and other accredited post-secondary institutions, including Tallahassee Community College and Florida Agricultural and Mechanical University. Students are expected to adhere to all deadlines and Dual Enrollment requirements published by participating colleges and universities.
- b) Dual Enrollment credits may affect a student's application status and the number of credit hours available in the lower division program of some colleges and universities.
- c) Students may take Dual Enrollment courses during school hours, after school hours, and during the summer term.
- d) Students seeking to take technical dual enrollment courses must demonstrate readiness for technical level coursework and have a 2.0 unweighted cumulative GPA for technical credit certificate Dual Enrollment courses.
- e) For academic Dual Enrollment courses, students must have a cumulative 3.0 unweighted GPA and obtain the required PERT/ACT/SAT where applicable.
- f) The maximum course load for dual enrollment students will be governed by the current articulation agreement with the post-secondary institutions that is awarding the course credit.

### **C. THE CREDIT ACCELERATION PROGRAM (CAP)**

CAP is available for the purpose of allowing a student to earn high school credit in a course that requires statewide standardized end-of-course (EOC) assessment if the student attains a specific passing score on the assessment without enrollment or completion of the course. F.S. 1003.4295.

### **D. EARLY ADMISSION TO COLLEGES AND UNIVERSITIES**

Early Admission is a form of dual enrollment through which eligible secondary students enroll full-time in a post-secondary institution in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Students on Early Admission are registered with the college schedule at the high school. Early Admission to colleges and universities allows the student to enroll full time in a college or university following the completion of grade 11 provided the student has a weighted grade point average of 3.0 or above, is socially mature, has the joint approval of the high school principal and the college registrar, has the approval of his/her parents, and has the approval of the Superintendent and the District School Board of Gadsden County.

- a) Early Admissions students are advised to not enroll for more than 15 credit hours per semester.
- b) Early Admission students are eligible to receive the appropriate honors designation.
- c) Full-time status is determined by the college or university. Dual Enrollment and Early Admission students must meet all state and district course and graduation requirements to be awarded a high school diploma from the District School Board of Gadsden County.

### **E. NATIONALLY RECOGNIZED INDUSTRY CERTIFICATION**

The State Board of Education has approved the listed Statewide Career and Technical Education Articulation Agreements which are based on industry certification. These agreements are intended to be a minimum guarantee of articulated credit into related A.S. and A.A.S. programs and do not preclude institutions from granting additional credit based on local agreements.

### **F. CAREER AND TECHNICAL EDUCATION PROGRAM ARTICULATION**

Our local Articulation Agreements with surrounding colleges and technical centers ensures that students completing identified secondary Career and Technical Education programs and continue into post-secondary A.S. and A.A.S. degree programs at no cost to students, will receive articulated college credit for prior coursework, providing all articulation criteria are met. These requirements may include industry certification, college end-of-course assessments, portfolio review, and other artifacts that indicate student prior knowledge and are outlined in detail in the Articulation Agreement.

## VII. ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE LEARNING (ACCEL) PROCEDURES AND GUIDELINES FOR 9-12 HIGH SCHOOL STUDENTS

Each high school offers Academically Challenging Curriculum to Enhance Learning (ACCEL) options: whole-grade and mid-year promotion, subject matter acceleration, virtual instruction in higher grade-level subjects, and the Credit Acceleration Program (CAP). Program specifics are available through the student's school counselor. Such placement shall be made after review and approval by the school principal (or designee) and school counselor. (F.S.1002.3105)

- **Whole-Grade Promotion:** Acceleration by whole grade promotion is the skipping of a grade level when the student has successfully earned **all** of the credits required to be promoted to the specific grade level. Credits required for specific grade promotions are listed in the Student Progression Plan.
- **Mid-Year Promotion:** Students who successfully complete all credits required by the beginning of semester 2 may be promoted to the next grade level. The credits and assessments required for specific grade promotion are listed in the Student Progression Plan.
- **Subject Matter Acceleration (Credit Acceleration Program– F.S.1003.4295):** The Credit Acceleration Program (CAP) authorizes secondary students to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment if the student attains a specified passing score on the EOC. These courses include Algebra 1, Geometry, Biology, and U.S. History and all other courses identified in state statutes.

The district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a passing score as defined in F.S.1008.22(3)(c)(5) on the corresponding EOC. Students and parents interested in this option should contact the school counselor.

- The EOC will be administered only at the times established by the state assessment calendar.
  - The score necessary to earn credit will be determined by the state and applied in all situations.
  - Only credit (no grade) will be earned by meeting the passing score on the EOC.
  - For the April testing date, the *Mastery Exam Request Form (Appendix H)* must be completed and received by school counselor no later than **February 1**.
  - For the July testing date, the *Mastery Exam Request Form (Appendix H)* must be completed and received by the school counselor no later than **May 1**.
  - For the September testing date, the *Mastery Exam Request Form (Appendix H)* must be completed and received by the counselor no later than **July 1**.
  - For the December/January testing date, the *Mastery Exam Request Form (Appendix H)* must be completed and received by the counselor no later than **October 1**.

- As part of the Mastery Exam Request, students will be required to supply evidence that they are prepared to sit for the EOC or that there is reasonable justification for the request. This evidence includes but is not limited to previous FAST or FSA scores and grade in the most recent math or science course taken.
- If a student takes the EOC and does not earn credit, the student will not be eligible to apply for further CAP testing for the same course until additional preparation has been documented and evaluated.

**VIII. COURSE CREDIT (F.S.1003.436)**

**A. COURSES EXCLUDED FROM CREDIT AWARDING (F.S.1003.43 (7))**

No high school students may be granted credit toward high school graduation for enrollment in the following courses or programs: more than a total of nine (9) elective credits in remedial programs, more than three (3) credits in practical arts family and consumer science classes, more than (1) credit in exploratory career and technical courses, or any level 1 courses unless the student’s assessment shows a more rigorous course would not be appropriate (this need must be included in the student’s IEP or performance plan, such as an Academic Performance Plan, and signed by principal, school counselor, student and parent).

**B. COURSE SUBSTITUTIONS AND WAIVERS (F.S.1003.4282) ANNUAL COURSE CODE DIRECTORY**

A course that has been used to substitute in one subject area may not be used to substitute for any other subject area. Course substitutions may not count toward state university system admissions requirements. The District School Board of Gadsden County curriculum and approved courses and programs are to be the means for granting credits. Some course substitutions are provided through the state statute as follows:

Required Courses	Approved Substitutions
1.0 HOPE (Health Opportunities through Physical Education)	Participation in two (2) seasons of an interscholastic sport at the Junior Varsity (JV) and Varsity levels <u>and</u> a passing score of a “C” on a Personal Fitness Competency test. <b>OR</b> Completion of two (2) full years of JROTC with a grade of C or higher.
1.0 Performing/Fine/Practical Arts	Completion of two (2) full years of JROTC with a grade of C or higher.
Other Course(s) with Allowable Substitution	Approved Substitutions
1.0 Physical Science	Successful completion of the JROTC Naval Science Program (Naval Science 1, 2, 3)
0.5 Physical Education	Successful completion of the Army JROTC

	Leadership Educational Training courses 1 and 2
Foreign-born students entering high school with <b>1.0 – 4.0</b> credits in the study of English language	<b>1.0 – 4.0</b> credits for student’s study of a foreign language (in this case, the foreign language is English for that student.)
<b>0.5 Credit / 1.0 Credit</b> Performing/Fine/Practical Arts	Successful completion of any art form class that requires manual dexterity, or a course in speech and debate (F.S.1003.43)
Mathematics credit other than Algebra I or Geometry	0200305 Computer Science Discoveries 0200315 Computer Science Principles 0200320 AP Computer Science A 0200325 AP Computer Science A Innovations 0200335 AP Computer Science Principles
Science Credit other than Biology	0200800 IB Computer Science 1 0200810 IB Computer Science 2 0200820 IB Computer Science 3
Substitutions listed in Annual DOE Course Code Directory	Successful completion of Career and Technical Education courses used as substitutes in Mathematics and Science (does not apply to scholar diploma)

### **C. NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA)**

#### **ELIGIBILITY**

If you wish to participate in NCAA Division I or II athletics, you need to be certified by the NCAA Eligibility Center. You need to qualify academically, and you need to be cleared as an amateur student athlete. You are responsible for achieving and protecting your eligibility status.

### **D. COURSE TITLES ON TRANSCRIPTS**

A course title on a student schedule and transcript means that the student is receiving regular, planned instruction, by a teacher following the course content as defined in the State of Florida Curriculum Course Descriptions (Frameworks) and the District School Board of Gadsden County curriculum. GPA weight is dependent upon the course, and all weighted courses must be approved by the School Board and in compliance with statutory requirements and articulation agreement(s) with post-secondary institutions.

### **E. DETERMINATION OF MASTERY OF STUDENT PERFORMANCE**

Student performance standards will be measured on a regular, continuous basis. Such measurements may be made through the use of teacher observations, classroom assignments, and traditional and alternative forms of assessment. A student will have demonstrated mastery of student performance standards for district-approved course when through teacher observations, classroom assignments, and examinations, it has been determined that a student has attained a passing score for the course. This score and the procedures to be used to determine semester and yearly averages will be in accordance with the procedures as outlined in this Student Progression Plan and End of Course Examinations as mandated by the state. Although course preparation is recommended, students are not required to take the course prior to taking an EOC examination. In the determination of mastery of student performance standards for high school credit, it is the intent of the District School Board of Gadsden County to utilize student performance standards which are clear and precise statements of what the learner is expected to do by the end of a prescribed learning period; reflective of the essential knowledge, skills, concepts, or behaviors contained in the state-approved course descriptions; and clearly communicated to all learners at the beginning of a course or unit of instruction.

### **F. ENGLISH LANGUAGE LEARNERS (ELL)/LIMITED ENGLISH PROFICIENT (LEP) CREDIT**

English Language Learners (ELL)/Limited English Proficient (LEP) shall be given credit toward fulfilling graduation requirements in English for each basic ELL course completed satisfactorily. Credit shall be given toward fulfilling



graduation requirements for each basic subject area course completed satisfactorily which was delivered using ELL strategies. ELL/LEP students shall be given either elective credit or reading credit depending upon course content and teacher compliance for basic ESOL courses and Developmental Language Arts through ELL as outlined in the DOE Course Code Directory. English Language Learners/Limited English Proficient (ELL/LEP students) may not receive a failing grade if instructional strategies, materials, and assessments have not been modified to meet their instructional needs. In addition, these modifications and strategies must be documented in teacher lesson plans. School administrators in charge of teacher evaluation are responsible for ensuring that teachers are modifying instruction and assessment to provide comprehensive instruction to ELL/LEP students. The grade placement shall be age appropriate for students identified as ELL/LEP students who were born in a foreign country and are registering for the first time in Gadsden County Schools. Each school will offer instruction for ELL/LEP that complies with the 1990 LULAC/META Consent Decree and the District ELL/LEP Plan (approved by the District School Board of Gadsden County and the Florida Department of Education).

#### **G. VARIETY OF INSTRUCTIONAL TECHNIQUES AND INSTRUCTIONAL MEDIA**

A variety of instructional techniques and instructional media consistent with the needs of individuals or student groups shall be utilized. In particular, varied instructional strategies, special communications equipment, or modification of methods of evaluation may be used to accommodate those students in exceptional student education and/or alternative education programs, and ELL/LEP.

#### **IX. DROP/ADD TIMELINES, PROCEDURES, AND GRADING FOR DUAL ENROLLMENT AND VIRTUAL COURSES**

##### **A. TIMELINE FOR DROPPING DUAL ENROLLMENT COURSES**

Post-secondary institutions have drop/add procedures and timelines. Students who are enrolled in a Gadsden County High school and taking dual enrollment off the campus of their district school sites must comply with the timelines delineated by the post-secondary institution.

##### **B. TIMELINE FOR DROPPING VIRTUAL SCHOOL COURSES**

Fuel Education, Florida Virtual School, and Edgenuity have institutional drop/add procedures and timelines; however, all School Board of Gadsden County students who participate in virtual school must be enrolled for full school days in a District School Board of Gadsden County school and must comply with the timelines delineated by the School Board. While students await acceptance to a virtual education program, they must remain enrolled full-time in District School Board of

Gadsden County schools. *The “W/F” codes assigned by Fuel Education, Florida Virtual School, and Edgenuity will be treated as a grade of “F” on the student’s transcript.*

**C. GRADE ASSIGNMENT FOR DROPPED COURSES**

In a drop/add situation, the receiving teacher assigns the grade. The teacher of the dropped course will not assign a grade.

- **Record of Changes:** Courses which were dropped within the add/drop window may not appear on report cards; however, the student information system will retain all drop/add changes. The grade for a dropped course will not be calculated in the GPA.
- **Exceptions:** Exceptions to these rules may be made only by written request to the Principal. In a drop/add situation beyond the two-week window (full-credit course) or the one-week window (half-credit course), the Principal (or designee) will determine which teacher assigns the grade. The Principal may determine that the grade will consist of an average between the teacher of the dropped course and the receiving teacher.

**D. ESE CONSIDERATIONS**

A student may transfer from a regular education course into a one-credit ESE fundamental course prior to the beginning of the second semester to earn credit toward a special diploma. The grade in a regular education course may not equate to the same grade in an ESE fundamental course (special diploma) due to the differences in course expectations and performance standards. Consequently, it is the responsibility of the ESE teacher to assign a grade based on demonstrated mastery of fundamental standards for work completed before and after the course change. Exceptions to the above-mentioned timeline can be made based on the individual student needs as determined by the IEP team.

**X. READING REMEDIATION (F.S. 1003.428(2)(C))**

Each year a student scores Level 1 OR Level 2 on THE 8<sup>th</sup>, 9<sup>th</sup>, or 10<sup>th</sup> grade state-level reading exam, the student must be enrolled in and complete an intensive remedial course the following year or be placed in a content area course that includes remediation skills not acquired by the student. Students identified as having a deficiency in reading will undergo a series of diagnostic testing to determine the specific areas of deficiency in phonemic awareness, phonics, fluency, comprehension, and vocabulary. Students will be placed according to the district K-12 Comprehensive Reading Plan. Schools shall also provide for the frequent progress monitoring of all Level 1 and FSA reading students' progress in meeting the desired levels of performance.

**XI. REMEDIATION**

Schools are expected to provide, with school district assistance, a variety of strategies to meet the individual needs of students. These strategies may include but are not limited to extended school year, dropout prevention services, tutorial programs, exceptional student education, modified curriculum, reading instruction, after-school instruction and other extended day services, tutoring, mentoring class size reduction, and intensive skills development programs. For each year in which a student scores a Level 1 on the state-level Mathematics exam, the student must complete an intensive mathematics course the following year, which may be taught through applied, integrated, combined courses. Each year a student scores Level 1 or Level 2 on the Algebra I EOC assessment, the student must be enrolled in and complete an intensive remedial course the following year or be placed in a content area course that includes remediation skills not acquired by the student.

The Individual Education Plan (IEP) will serve as the remediation plan for most ESE students. Remedial instruction provided during high school may not be counted in lieu of English and mathematics credits required for graduation. Beginning with the 2011-2012 school year, SB 1908 requires that a college readiness assessment (PERT, ACT, or SAT) shall be administered to all high school students prior to grade 12 with defined FAST FSA scores. The State Board of Education has established by rule the minimum test scores a student must achieve to demonstrate readiness. See Appendix J. Students achieving the minimum test scores, and enrolling in a community college within two years, will not be required to enroll in remediation courses. High schools must provide students in grade 12 who score below the minimum scores access to remedial instruction prior to graduation.

**XII. PROMOTION, RETENTION, AND PROMOTION WITH INSTRUCTIONAL SUPPORT**

**A. PROMOTION NOTIFICATION OF PROGRESS**

Student promotion in grades 9-12 is based on results of locally determined assessment, and where appropriate, statewide assessment (F.S.1008.25). The time required to complete senior high school will depend upon successful completion of required state and district credits, testing requirements and grade point average.

## **B. PARENT NOTIFICATION OF POTENTIAL FAILURE**

Parents or guardians of each student will be notified in writing annually of the progress of the student toward achieving the district's identified minimum levels of performance in reading and mathematics and the student's results on each statewide assessment test to include those needed as graduation requirements. Evaluation of each student's progress will be based upon the student's classwork, observations, tests, district and state assessment and other relevant information. Teachers must contact parent(s) by phone call, email or letter any time during a grading period when it is apparent that the student may fail. Formal notification must include progress reports as well as letters, documented phone calls, report cards and parent conferences. Every effort will be made to provide communication in the child's/parent's home language, if feasible. The opportunity for a conference with the teacher or principal must be provided to the parent of any student who may be retained. At the end of each semester, the parent or guardian of each student in grades 9, 10, 11, 12 who has an unweighted cumulative grade point average of less than 2.5 must be notified that the student is at risk of not meeting the requirements for graduation. School personnel should attempt to identify those students at each grade level in grades 9 through 12 who have attained a cumulative grade point average below the minimum grade point average required for graduation pursuant to F.S.1003.43(5)(e)2. School must further inform parents of provisions for assisting such students to achieve the required cumulative grade point average F.S. 1003.43(5)(e)2. Provisions may include but not be limited to:

- Referral to the School Intervention Team
- Remedial groups within existing classes
- Extended School Year programs for students who qualify
- Credit recovery programs for students who qualify
- Remedial programs during the day

## **C. RETENTION FOR ELL/LEP**

No student may be retained based solely on his/her level of English language proficiency. A formal retention recommendation regarding an English Language Learner/Limited English Proficient student may be made through the action of an ELL/LEP committee [F.S.1008.25].

### **XIII. REQUIREMENTS FOR CURRICULUM, INSTRUCTION, AND ASSESSMENT**

#### **A. CAREER AND PROFESSIONAL ACADEMIES**

Each high school offers options to students to enter a Career and Professional Education (CAPE) Academy. CAPE Academies are small, personalized career themed learning communities within a high school that offer a rigorous academic curriculum and career themed courses that lead to an industry certification. Industry certifications articulate to postsecondary level coursework and provide instruction to high skill, high wage and high demand careers. CAPE Academies have partnerships with post-secondary institutions, business and industry. The district will make available at least one Career and Professional Academy to students in each high school. All students will receive information on the consequences of failure to receive a standards diploma, including the potential ineligibility for financial assistance at post-secondary educational institutions (F.S.1003.433).

#### **B. REQUIREMENTS FOR ENGLISH LANGUAGE LEARNER INSTRUCTION**

Each school will offer instruction for English Language Learners/Limited English Proficient (ELL/LEP) that complies with the 1900 LULAC/META Consent Decree and the District ELL/LEP Plan (approved by the District School Board of Gadsden County and the Florida DOE).

#### **C. REQUIREMENTS FOR PARTICIPATION IN STATEWIDE ASSESSMENT**

Each student must participate in statewide assessment tests at designated grade levels as required by F.S.1008.22, 1008.34 & 1001.11.

### **XIV. COMMUNITY SERVICE**

#### **A. REQUIREMENTS FOR CREDIT AND REPORTING**

Students who enroll in and successfully complete 75 hours of non-paid voluntary community or school service work may earn one-half elective credit in Voluntary School/Community Service (course number 2104330) or one-half elective credit in Voluntary Public Service (course number 0500370). A total of one credit may be earned through community service. The grade awarded is “pass” (P). Students must complete a minimum of 75 hours of service to earn the one-half credit for either course. Credit may not be earned for service provided as a result of court action. The school principal or designee is responsible for pre- approving specific volunteer activities before the student begins any community service project for high school elective credit. Community service begins on the first day of school. For high school

credit and Bright Futures eligibility, volunteer/community service hours must be completed prior to graduation. Note: Please see Bright Futures website for most updated information.

## **XV. STUDENT RIGHTS FOR INSTRUCTION**

### **A. STATEMENT OF NON-DISCRIMINATION**

All District School Board of Gadsden County classes, including those that are designed to provide accelerated graduation options or additional opportunities for weighted GPAs, shall be available to all students without regard to race, color, religion, sex, national origin, age, disability, marital status, or sexual orientation. This is not intended to eliminate the provision of programs designed to meet the needs of students with limited proficiency in English or exceptional education students (F.S. 1000.05).

### **B. PROVISIONS FOR ENGLISH LANGUAGE LEARNERS (ELL)**

English for Speakers of Other Languages (ESOL) services are designed to meet the communicative, academic, and social needs of English Language Learners/Limited English Proficient (ELL/LEP) as defined in F.S. 1003.56. Services will be provided as outlined in the District ELL/LEP Plan. No ELL/LEP student will be retained solely due to a lack of English language proficiency.

### **C. EQUITY AND NON-DISCRIMINATION/HARASSMENT POLICY**

No student will be denied appropriate use of his/her primary language [F.S. 1003.56].

### **D. PARTICIPATION IN RIGOROUS COURSEWORK**

Students who score at highly proficient levels on the Grade 10 PSAT may be afforded the opportunity to participate in rigorous honors, Advanced Placement or Dual Enrollment courses. No student will be denied access to such rigorous course on the basis of a single assessment or any other single criterion. The following guidelines were recommended for high school students to access rigorous courses:

- Demonstrate regular school attendance.
- Demonstrate academic performance by grades and standardized test scores (FSA; PSAT, SAT, ACT, PERT, etc.).
- Parents/students can select rigorous courses when a student demonstrates master of curricular prerequisites as evidenced through academic history (grades/standardized test scores).
- Any student taking an AP, AICE, or IB course(s) will be required to take the end of the year AP, AICE or IB course tests and any

other final exam pertaining to the course.

**E. BOARD POLICY ON NON-DISCRIMINATION**

Any student who believes that he/she has been denied participation in or access to an education program or activity, or has otherwise been discriminated against due to age, sex, race, color, religion, national or ethnic origin, disability, handicapping condition, pregnancy, parenthood, marriage, political beliefs, social and family background or for any other reason not related to his/her individual capabilities, may file a grievance according to the procedure established in School Board policy.

**F. GRIEVANCE PROCEDURES**

In cases of alleged discrimination and /or harassment, nothing in this policy shall prohibit a student, applicant (for admission to an educational program or service) or parent from pursuing a grievance through the complaint and /or grievance procedures as may be established by federal and/or state statutes or regulations. No student, applicant (for admission to an educational program or service), parent, or employee shall be subject to adverse action in retaliation for having filed a grievance or for having testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted under the authority of this policy.

**XVI. GRADING AND GRADE POINT AVERAGE (GPA)**

**A. QUALITY POINTS FOR GRADES (F.S. 1003 .43 7)**

The following quality points will be assigned for grades in all courses except AP, DE, Pre-AICE, AICE, IB, Level 3 CTE courses, and those approved as “Honors” level by District School Board of Gadsden County:

A = 4.0      B = 3.0      C = 2.0      D = 1.0      F = 0

**B. QUALITY POINTS FOR HONORS, CTE, ADVANCED PLACEMENT, AND DUAL ENROLLMENT COURSES**

Some District School Board of Gadsden County-approved level 3 Honors and CTE, identified Pre-international Baccalaureate and all Advance Placement, International Baccalaureate, Pre-AICE, AICE, and Dual Enrollment courses will receive quality points as follows:

A = 5.0      B=4.0      C = 3.0      D = 2.0      F = 0

**C. COMPUTATION OF GRADE POINT AVERAGE (GPA)**

Grade Point Averages are computed as both weighted and unweighted for specific purposes related to athletic eligibility, graduation, class

ranking, scholarship opportunities, etc. The school counselors will share calculations with students as defined in the district's Guidance Department Handbook.

**D. GPA AND OTHER ELIGIBILITY REQUIREMENTS  
FOR INTERSCHOLASTIC ACTIVITIES (F. S. 1006 . 15 (2))**

Interscholastic extracurricular activities are those organized student activities between, among or within schools which are carried on outside the curriculum or regular course of study in school. These activities may involve displays of talent which include, but are not limited to, sports, speech debate, and fine arts interscholastic competitions or festivals and career and technical student organization activities. To comply with the District School Board of Gadsden County and the Florida High School Athletic Association policies to be eligible to participate in interscholastic extracurricular student activities, a student must maintain an unweighted cumulative grade point average of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required by F.S. 1006.43(1) at the conclusion of each semester to be eligible during the following semester.

- A student shall be eligible for the first semester of the ninth-grade year provided it is the student's first entry into the ninth grade, and he or she was regularly promoted from the eighth grade the immediate preceding year.
- A student who is ineligible during the second semester of his or her ninth grade year or during the first semester of his or her tenth grade year as a result of earning a GPA of less than 2.0 may regain eligibility for the following semester provided: The student signs an academic performance contract that states, at a minimum, the student will attend summer school or its equivalent, and the student earns a GPA of 2.0 or above in all courses taken during the semester of ineligibility.
- Once a student enters grade 11, he or she must have an unweighted cumulative GPA of 2.0 or greater on a 4.0 scale in all courses required for graduation at the conclusion of each semester to maintain eligibility for the following semester.
- A student must maintain satisfactory conduct. If a student is arrested and charged or is found to have committed a felony or a delinquent act which would have been a felony if committed by an adult, regardless of whether adjudication is withheld, the student's participation in the interscholastic extracurricular activities is contingent upon established and published school board policy.



**E. GRADUATION GPA (F.S. 1007.27(6))**

The achievement of a cumulative unweighted grade point average of 2.0 on a 4.0 scale in the courses needed for graduation is required. All courses must be included in unweighted GPA calculation unless the grade has been forgiven or replaced. Semester grades will be averaged for the unweighted GPA calculation [F.S.1003.43(5)].

**F. LEVEL 1 COURSES AND GRADUATION CREDIT**

Any Level 1 course may only be taken if the student’s assessment indicates that a more rigorous course of study would be inappropriate. In this case a written assessment of the need must be included in the student’s individual education plan or in a student performance plan, signed by the principal, the school counselor, and the parent of the student, or the student if the student is 18 years of age or older. S. 1003.43(7)(d) F.S. with Superintendent/Designee’s signature of approval.

**XVII. GRADING AND STUDENT PERFORMANCE**

**A. TEACHER AUTHORITY AND RESPONSIBILITY FOR GRADES**

Initial and primary authority and responsibility for assessment and reporting of students’ classroom performance is assigned to the classroom teacher.

**B. GRADING SCALE**

The grades reflecting achievement in courses for grades 9 – Adult, with numerical equivalents shall be as follows

:

<b>Letter Grade</b>	<b>Grade Range</b>	<b>Rubric Description</b>
A	90-100	Outstanding Progress
B	80-89	Above Average Progress
C	70-79	Average Progress
D	60-69	Lowest Acceptable Progress
F	59 and Below	Failure
I		Incomplete

## QUARTERLY GRADES

Quarterly grades shall be computed based on daily course assignments and assessments.

### **Parent Notification**

1. A teacher shall send home a written scholarship warning/progress report that serves as written notification at no later than 10 days after the progress report for a grading period when it is apparent that a student may fail or is doing unsatisfactory work that may lead to failure in any subject. Scholarship warnings may be distributed through US Mail or email for parents. School staff should put forth their best effort to verbally communicate scholarship warnings to students and parents via phone, email, or other means to confirm receipt. Parents and guardians opting to have written communication must make the request in writing to the school principal or designee. The parents will be offered an opportunity for a conference with the teacher and/or principal/designee. ***A student may not receive a grade of "F" if this procedure has not been followed.***
2. Schools are required to provide formal written notification of anticipated retention at the end of the first semester or any time thereafter that a student is in danger of failing a subject. Electronic communications do not meet this requirement. A student shall not be retained if this procedure is not followed, except third grade students who score a Level 1 on state required Reading assessments pursuant to 1008.25 F.S. In addition, for students with disabilities who have an IEP or Section 504 Plan, a meeting shall be scheduled to review the IEP or Section 504 Plan to consider the need for revision of support and/or services for the student.

### 3. RETENTION PROVISIONS FOR STUDENTS WITH DISABILITIES

- The teacher must document the implementation of identified accommodations/adaptations and intensive instruction/interventions as indicated in the student's IEP before assigning a failing grade to a student with a disability with an IEP.
- The teacher must document the implementation of identified accommodations on the Section 504 Plan and intensive instruction/interventions as indicated in the student's Progress Monitoring Plan (PMP) before assigning a failing grade to a student with a disability with a Section 504 Plan.
- The teacher must make the documentation of accommodations/adaptations and intensive instruction/interventions available when requested by the principal/designee prior to the end of the school year for any student with a disability receiving a failing grade

### **C. DETERMINATION OF FINAL COURSE GRADES**

- For all year-long courses with a state required *End of Course (EOC) exam*, grades shall be calculated using the following formula:  $[Q1 + Q2 + Q3 + Q4] (.70) + EOY/EOC (.30) = \text{Course Grade}$ .
- Semester exams for year-long courses are required at the end of the first semester. The numerical score of the first semester exam shall be included in the overall calculation of the Q2 numerical grade.
- For any course in which the F.A.S.T. is administered (excluding statewide EOC assessments), a semester exam for both semester 1 and semester 2 is required. The following formula for these courses shall be used:  $[Q1 + Q2] (.50) + [Q3 + Q4] (.50) = \text{Course Grade}$ .
- Semester exams for courses in which the F.A.S.T. is administered (excluding statewide EOC assessments) shall be included in the overall calculation of the Q2 and Q4 numerical grade, respectively.
- For all semester-long courses, grades shall be calculated using the following formula:  $Q1 (.35) + Q2 (.35) + EOY/EOC (.30) = \text{Course Grade}$ .

### **D. SEMESTER EXAMS FOR WEIGHTED COURSES**

The purposes of giving the mid-term exams are to provide instruction and experience in preparing for and taking comprehensive, cumulative assessments; to prepare students for post-secondary college coursework; and to serve as a validation of mastery of the course content. The design of mid-term exams should provide an overview of the major course content and facilitate connections within and among key concepts and processes of the course work and is not limited to any one method. All teachers are expected to give a mid-term exam.

### **E. FAILURE OF ONE SEMESTER OF A ONE-CREDIT COURSE**

A student enrolled in a full-year course, that does not require a state EOC, shall receive one-half credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each half would not result in a passing grade. A student enrolled in a full-year course shall receive a full credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each results in a passing grade.

## **F. REPORTING OF GRADES AND ATTENDANCE**

Report card grades are to provide the student and/or the student's parents/guardians with an objective evaluation of the student's scholastic achievement, conduct, attendance and tardies. Students are to receive grades for all courses. In addition, the final report card must contain a statement reporting promotion or non-promotion.

## **G. GRADE CHALLENGE**

1. No grade or evaluation shall be changed except where an obvious mathematical or clerical error has been made, and the teacher cannot be contacted through normal communication efforts.
2. In the event a grade or evaluation is challenged, the following procedure shall be followed. The school principal shall investigate the challenge, and:
  - a) The grade or evaluation stands, OR
  - b) The grade or evaluation goes to review.

The challenged grade or evaluation will be reviewed by a panel consisting of members with expertise in the area under challenge selected by the teacher (1), the Superintendent (1) or designee, and one selected jointly by the Superintendent and teacher. The review panel shall investigate the challenge and render a binding judgment.

## **H. INCOMPLETE GRADE**

Students are to satisfy course requirements within ten (10) days of the last day of the previous grading period. The principal may extend the time requirement for extreme hardships. A grade of "Incomplete" will calculate as a zero unless changed to reflect course work completed.

## **I. GRADE REPLACEMENT/ FORGIVENESS**

In all cases of grade forgiveness only the new grade shall be used in the calculation of the student's grade point average. Any grade for a completed course repeated for credit (regular school or adult education) will replace the former grade in GPA calculation' however, all course outcomes will still be documented in the cumulative record and automated system. Grade forgiveness for all required courses will be limited to replacing a final grade of "D" or "F" with a final grade of "C" or higher earned subsequently in the same or comparable course. An exception to this will be made for grade 9 students who are retaking Algebra 1, Algebra 1 Honors, Geometry, Geometry Honors, Spanish 1, or Spanish 2, for the purpose of replacing a grade of "C", "D" or "F" earned in the high school course attempted at the middle grades level. Grade forgiveness for elective courses shall be limited to replacing a final grade of "D", or "F" with a final grade of "C" or higher earned subsequently by retaking the same or comparable course or another course. In addition, all courses taken must be included in the GPA calculation unless grade had been forgiven by retake

[F.S. 1003.43(5)(e). Under local district policy, if upon retaking a course, improves an “F” with a “D”, only the “D” will be calculated in the GPA. If, upon retaking a course, a student earns a second “D”, only ONE “D” will be counted in the student’s GPA.

**J. END- OF-COURSE EXAMINATION RETAKES**

Grade forgiveness still applies for courses where participation in the state EOC is required and the score must count for 30% of the final grade. If the student’s final course average, with the EOC assessment included as 30%, results in course grade of “D” or “F”, the options for the student include one of the following:

- Retaking a semester of the course
- Retaking the entire course
- Retaking only the EOC assessment for that course
- Retaking both the course and the EOC assessment to improve the student’s final course grade

If retaking the course, including the EOC assessment as 30%, or retaking the EOC assessment results in a final course average of “C” or above, then this grade replaces the ”D” or “F” if it does not result in a “C” or above, then the original course average stands and is not replaced. Only one credit is allowed per course, so only one grade per course should be included as part of the student’s GPA (F.S. 1003.428(4)(d): “In all cases of grade forgiveness, only the new grade shall be used in the calculation of student’s grade point average. Any course grade not replaced according to a district school board forgiveness policy shall be included in the calculation of the cumulative grade point average required for graduation.” Pass/fail grades will not be included in GPA calculation. If a student passes the EOC in the second year of its administration or thereafter, without taking the course and therefore earns the credit, the credit will meet the course graduation requirement but will not be included in the GPA calculation.

**K. REQUIRED INFORMATION FOR REPORT CARDS**

Each report card will provide information on grade level status, attendance and tardies. [F.S. 1003.33(1)]

**L. RECOGNITION OF GRADUATES**

Graduates are recognized for high achievement as follows:

Designation	GPA Requirement
Cum Laude	3.50 – 3.69 (weighted)
Magna Cum Laude	3.70 – 3.89 (weighted)
Summa Cum Laude	3.90 – 4.00 (weighted)

## **M. REPORT CARD REQUIREMENTS AND DISTRIBUTIONS**

1. Standard Report Card Requirement (F.S. 1003.33): All schools shall use a standard report card appropriate for high school, as the primary means of reporting student progress. When feasible, notification will be in the language or mode of communication understandable by parents/guardian.
2. Report Card Distribution Schedule is posted on district website.
3. Report cards are to be issued quarterly for all students in grades 9-12.

## **N. INSTRUCTION AND ATTENDANCE REQUIREMENTS FOR CREDIT EARNING**

1. A student must receive a minimum of 135 hours (120 hours in a flexible block schedule) of instruction and complete all course requirements as specified in the Student Progression Plan and the approved course description before credit may be earned for the course. However, any student who has not been in attendance for 135 hours (or 120 hours in a flexible block schedule) may be awarded credit if the student has demonstrated mastery of the performance standards specified in the courses.
2. One-half credit courses will use one-half of the instructional hours as specified for a one-credit course.
3. Students enrolled in the Performance-Based Diploma Program, K12 Virtual School, PAEC Virtual School or Extended School Year programs are not required to complete the 135 hour minimum requirement.
4. All high school students enrolled in the Gadsden County schools are obligated to attend classes regularly and punctually and to satisfy all course requirements. Participation in classroom activities is an important part of the credit earned in any course.

## **O. EXCUSED ABSENCES**

1. Schools shall require written explanations or personal communication from parents when students are absent. This should occur upon the student's return to school. All other absences from school shall be considered unexcused and shall be dealt with according to the Code of Student Conduct. Failure to provide requested documentation will result in unexcused absences. In the case of excessive absences, upon request of the principal a parent must provide documentation (doctor's statement) of a student's illness.
2. Students who have an excused absence(s) from instructional time will be provided the opportunity to demonstrate mastery of student performance standards using either the same or an equivalent method as provided during the missed instructional time.

**P. MAKE-UP WORK FOLLOWING AN EXCUSED ABSENCE**

Students who have excused absences from instructional time are guaranteed the right to make up work at full credit and to demonstrate mastery of such student or course performance standards as may have been introduced and/or measured during their excused absence. Such demonstration of mastery of student performance standards shall take place within a reasonable period of time as specified by the Code of Student Conduct. If a student has an excused absence from one or more classes, the teacher may permit the student to complete make-up work in traditional ways (e.g. in class or outside of school). Excused absences are those delineated in the Code of Student Conduct for the District School Board of Gadsden County. Absence from instructional time will also be considered excused if that absence is part of an approved school program such as those services provided by exceptional student education or student services personnel.

**Q. TIMELINES FOR MAKE-UP WORK FOLLOWING AN EXCUSED ABSENCE**

The student is responsible for asking the teacher for assignments and make-up tests. The teacher shall specify a reasonable period of time for completion of make-up work. In no case shall the time be less than one full calendar day for each day missed.

**R. UNEXCUSED ABSENCES**

- All absences, which have not been specifically identified as excused, are unexcused absences.
- A student who has 15 unexcused absences within 90 calendar days is a habitual truant under state law. The student may be dealt with as a child in need of services under Chapter 984, Florida Statutes. In addition, the parent/guardian may be subject to criminal prosecution under Chapter 1003.24, Florida Statutes.
- Students will be afforded an opportunity to make up work for an unexcused absence. There may be some academic penalty in accordance with attendance policies and procedures.
- When students are late to school or leave school early without an adequate excuse the tardy or early dismissal will be unexcused.

**S. ATTENDANCE AND ACADEMIC PERFORMANCE EXPECTATIONS/EXEMPTIONS ( F. S. 1003 . 33 )**

Schools shall not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirements.

**T. FULL-TIME STUDENTS**

All students must attend a full day of instruction unless approved otherwise by the principal in consideration of extenuating circumstances.

**U. ACCOMMODATIONS FOR ELIGIBLE STUDENTS**

Instructional and assessment accommodations must be provided as indicated on an eligible students' 504 Plan, IEP (Individual Education Plan) or student LEP Plan.

**V. STUDENT RE-ENROLLMENT**

A student eighteen years of age or older who has interrupted his or her education and who subsequently desires to enter the District School Board of Gadsden County may enroll either in the adult day school or an adult evening school. A student who did not complete 10 semesters may re-enroll, if they are younger than 20 years old (younger than 22, if ESE). Semesters begin when the student first enrolls in ninth grade in any public or private school. Students may not enroll in a regular high school if they cannot earn the number of required credits to graduate by their 20th birthday. For students with disabilities who have not graduated with a standard diploma, the district will provide services until the end of the school year in which the student turns 22 years old. The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or school district.

**XVIII. DIPLOMAS AND CERTIFICATE OF COMPLETION OPTIONS**

**A. STANDARD DIPLOMA**

To earn a standard diploma, students must earn the state/district-prescribed credits, meet the state/district GPA requirement, and earn passing scores (as defined by the State of Florida) on the required graduation assessments that are approved by the State of Florida. Standard diplomas will be issued by each high school in the district.

**B. CERTIFICATE OF COMPLETION**

**Option 1:**

Students may earn a Certificate of Completion if they earn the state and district prescribed credits, BUT have not attained the required GPA, or have NOT earned passing scores (as defined by the State of Florida) on the FSA reading and math or scores required on other assessments that are approved by the State of Florida. [F.S. 1008.22] if they meet all requirements for a standard high school diploma except earning a passing score on the Grade 10 FAST PM 3 FSA.



**C. SPECIAL DIPLOMA/SPECIAL CERTIFICATE OF COMPLETIONS**

Refer to ESE Section for requirements for a Special Diploma and requirements for a Special Certificate of Completion.

**D. GRADUATION PLAN**

Seniors will be notified during the first quarter of each school year regarding his or her credit standing in order that he/she can plan for graduation activities. A written graduation credit check will be completed and discussed with each student so that he or she will be able to complete all required course work prior to graduation. For senior transfer students, the graduation credit check should be completed as soon as records are received and evaluated by the school counselor. Each year underclassmen will meet with a school counselor every spring to discuss credit standing and scheduling requirements.

**E. CERTIFICATE OF COMPLETION AND COMMENCEMENT**

Students who earn a certificate of completion may participate in commencement with written permission of their parent or guardian indicating full understanding that a certificate of completion is not a high school diploma.

K-12

Exceptional Student Education  
STUDENT PROGRESSION



## **INDIVIDUALS WITH DISABILITIES EDUCATION ACT, 2004 (IDEA)**

Placement in an Exceptional Student Education (ESE) program is in accordance with Federal Law, IDEA 2004, Florida Statute 1003.57, and local rules and procedures reflected in the Gadsden County Exceptional Student Education Policies and Procedures. Programs are provided for the following exceptionalities:

### **Autism Spectrum Disorder (ASD)**

A range of pervasive developmental disorders that adversely affects a student's functioning and results in the need for specially designed instruction and related services. Autism Spectrum Disorder is characterized by an uneven developmental profile and a pattern of qualitative impairments in social interaction, communication, and the presence of restricted repetitive, and/or stereotyped patterns of behavior, interests, or activities. These characteristics may manifest in a variety of combinations and range from mild to severe.

### **Deaf/Hard of Hearing (DHH)**

A hearing loss aided or unaided, that impacts the processing of linguistic information and which adversely affects performance in the educational environment. The degree of loss may range from mild to profound.

### **Developmentally Delayed (DD)**

A child who is developmentally delayed is three (3) through years (9) years of age and is delayed in one (1) or more of the following areas:

- a) Adaptive or self-help development,
- b) Cognitive development,
- c) Communication development,
- d) Social or emotional development,
- e) Physical development including fine, or gross, or perceptual motor.

### **Dual Sensory Impaired (DSI)**

Affecting both vision and hearing, the combination of which causes a serious impairment in the abilities to acquire information, communicate, or function within the environment, or who has a degenerative condition which will lead to such an impairment.

### **Emotional/Behavioral Disability**

Persistent (is not sufficiently responsive to implemented evidence-based interventions) and consistent emotional or behavioral responses that adversely affect performance in the educational environment that cannot be attributed to age, culture, gender, or ethnicity.

### **Hospital/Homebound**

A student who has a medically diagnosed physical or psychiatric condition which is acute or catastrophic in nature, or a chronic illness, or a repeated intermittent illness due to a persisting medical problem and that confines the student to home or hospital and restricts activities for an extended period of time.

### **Intellectual Disability**

Significantly below average general intellectual and adaptive functioning manifested during the developmental period, with significant delays in academic skills. Developmental period refers to birth to eighteen (18) years of age.

### **Language Impaired (LI)**

Disorders of language that interfere with communication, adversely affect performance and/or functioning in the student's typical learning environment, and result in the need for exceptional student education. One or more of the basic learning processes involved in understanding or in using spoken or written language. These include:

- a) Phonology – Phonology is defined as the sound system of a language and the linguistic conventions of a language that guide the sound selection and sound combinations used to convey meaning
- b) Morphology – Morphology is defined as the system that governs the internal structure of words and the construction of word forms;
- c) Syntax – Syntax is defined as the system governing the order and combination of words to form sentences, and the relationships among the elements within a sentence;
- d) Semantics – Semantics is defined as the system that governs the meanings of words and sentences; and
- e) Pragmatics – Pragmatics is defined as the system that combines language components in functional and socially appropriate communication.

The language impairment may manifest in significant difficulties affecting listening comprehension, oral expression, social interaction, reading, writing, or spelling. A language impairment is not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited English proficiency.

### **Other Health Impaired (OHI)**

Having limited strength, vitality or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems.

### **Orthopedically Impairment (OI)**

A severe skeletal, muscular, or neuromuscular impairment. The term includes impairments resulting from congenital anomalies (e.g., including but not limited to skeletal deformity or spina bifida), and impairments resulting from other causes (e.g., including but not limited to cerebral palsy or amputations).

### **Specific Learning Disabilities (SLD)**

A disorder in one or more of the basic learning processes involved in understanding or in using language, spoken or written, that may manifest in significant difficulties affecting the ability to listen, speak, read, write, spell, or do mathematics. Does not include learning problems that are primarily the result of a visual, hearing, motor, intellectual, or emotional/behavioral disability, limited English proficiency, or environmental, cultural, or economic factors.

### **Speech Impairment (SI)**

A phonological or articulation disorder that is evidenced by the atypical production of speech sounds characterized by substitutions, distortions, additions, or omissions that interfere with intelligibility. Not primarily the result of factors related to chronological age, gender, culture, ethnicity, or limited

English proficiency.

### **Traumatic Brain Injury**

An acquired injury to the brain caused by an external physical force resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term applies to mild, moderate, or severe, open or closed head injuries resulting in impairments in one (1) or more areas such as cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem-solving, sensory, perceptual and motor abilities, psychosocial behavior, physical functions, information processing, or speech. The term includes anoxia due to trauma. The term does not include brain injuries that are congenital, degenerative, or induced by birth trauma.

### **Visually Impairment (VI)**

Have no vision or little potential for using vision; students who have low vision; students who have a visual impairment after best correction that adversely affects their educational performance; or students who have been diagnosed with a progressive condition that will most likely result in a visual impairment or no vision after best correction.

*\*Students receiving services under the program of Gifted fall under Exceptional Student Education, this section does not apply to those students unless they are also served in one of the other ESE programs or have a Section 504 Plan.*

### **Gifted Education**

Superior intellectual development and are capable of high performance.

## **SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT AMENDMENT OF 2008**

A student may be considered a student with a disability if the student has a mental or physical impairment that substantially limits a major life function. Students who are not eligible under the Individuals with Disabilities Education Act (IDEA) may be eligible for services and protection including educational accommodations under Section 504 of the Rehabilitation Act of 1973.

### **INSTRUCTION FOR STUDENTS WITH DISABILITIES**

It is the responsibility of each student's IEP (Individual Education Plan) or Section 504 team to ensure that all students with disabilities have the right to FAPE (Free Appropriate Education) and are afforded the opportunity to participate in the general education curriculum aligned with state standards and career/technical courses/experiences as well as social and extracurricular activities as appropriate. IEP progress reports should be provided to parents quarterly.

It is the expectation that all students with disabilities will

- Participate in courses at their grade level and work toward mastery of those standards assigned to the course.
- In accordance with Federal and State legislation each student with disabilities will participate in educational activities in the Least Restrictive Environment (LRE) with

appropriate supports and accommodations as prescribed by the IEP Team.

- Students with disabilities will be progress monitored regarding progress toward state standards as well as IEP goals; the strategies and services will be adjusted as needed.

## **INSTRUCTIONAL ACCOMMODATIONS**

According to state rule 6A-6.03411(1)(a), Accommodations are changes that are made in how the student access information and demonstrates performance. Students use accommodations to increase, maintain or improve academic performance. Each Individual Education Plan (IEP) list accommodations that the student must have to achieve a Free and Appropriate Public Education (FAPE). These accommodations may fall into the following categories:

- Flexible Presentation
- Flexible Responding
- Flexible Scheduling
- Flexible Setting

However, accommodations are based on individual needs and are not limited to these categories as a part of the student's daily instruction.

The Section 504 Plan must list accommodations that the student needs in order-to access the curriculum and learning environment.

The IEP Team, specifically, the ESE Teacher, must provide all general education teachers a copy of the student's accommodations. It is the responsibility of each teacher (General Education and ESE) to be knowledgeable of each student with a disability and provide the accommodations specified in the IEP or Section 504 Plan as a part of daily instruction. If additional accommodations are recommended or no longer needed, it is the responsibility of the IEP or Section 504 Team of which the parent is included) to convene and amend the document. Each school should have an Administrative Designee/LEA (Local Education Agency) Representative responsible for oversight and fidelity of IDEA and Section 504. The designee will be responsible for ensuring IDEA compliance and serve as the liaison between teachers, parents and students.

\* Teachers and IEP/504 Service Providers are required to maintain daily documentation of accommodations provided to students. (Appendices: IEP Accommodation Checklist)

## **ACCESS POINTS COURSES**

Access Points-Alternate Academic Achievement Standards (AP-AAAS) aligned to the Florida Standards, Next Generation Sunshine State Standards (NGSSS) and/or Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards. Access points are academic expectations written specifically for students with significant cognitive disabilities. They reflect the essence or core intent of the standards that apply to all students in the same grade, but at reduced levels of complexity.

Students entering 9th grade must be enrolled and receive instruction in all general education core courses unless the IEP team determines that the student has a significant cognitive disability, and

that Access Points are the most appropriate way for the student to access the curriculum.

Access Points reflect increasing levels of complexity and depth of knowledge aligned with grade-level expectations for students with significant cognitive disabilities. The Access Points included in access courses are intentionally designed to foster high expectations for students with significant cognitive disabilities. A student may be enrolled in an access course but receive instruction in a general education class. ***Parents must give signed consent in order for students to participate in Access Points courses, and this course of study must be designated on the IEP.*** Teachers must provide instruction utilizing a curriculum aligned with Access Points.

Access courses are based on Access Points, as approved by the State Board of Education and are described in the *Course Code Directory and Instructional Personnel Assignments*. Access Points in the subject areas of ELA, Math, Science, Social studies, Art, Dance, Physical Education, Theatre, and Health provide tiered access to the general curriculum through three levels of Access Points (Participatory, Supported, and Independent). Access points in English language arts and mathematics do not contain these tiers, but contain Essential Understandings (or EUs). EUs consist of skills at varying levels of complexity and are a resource when planning for instruction.

Students with disabilities who are following the high school graduation option outlined in 1003.4282(11)(b)1., F.S. (the IEP team has determined Florida Standards Alternate Assessment is the most appropriate measure of the student's skills), may substitute an eligible secondary CTE course for English IV; for one math, with the exception of Algebra I or Geometry; for one science, with the exception of Biology; and for one social studies, with the exception of U.S. History. Any CTE course that has content related to the course for which it is substituting may be used.

Information on CTE courses is available at <http://www.fldoe.org/academics/career-adult-edu/career-tech-edu>. There are also Exceptional Student Education (ESE) CTE courses with related content that can substitute for these courses. These substitutions are permitted by Rule 6A-1.09963(3)(a), F.A.C. Districts may use course standards to determine suitable substitutions. Many CTE curriculum frameworks (available at <http://www.fldoe.org/academics/career-adult-edu/career-tech-edu>) contain academic alignment tables, noting the percentage of standards CTE courses have in common with science, mathematics and English/language arts courses.

Additional resources to use in determining suitable substitutions include:

- Course Code Directory (CCD) & Instructional Assignments, <http://www.fldoe.org/policy/articulation/ccd/>
- CPALMS, <http://www.cpalms.org/>

Section 1003.4282(4), F.S., requires that at least one course within the 24 credits required be completed through online learning. However, it also states that this requirement does not apply to a student for whom the IEP team has determined that an online course would be inappropriate. Because many students with disabilities will be accessing online instruction in a postsecondary or employment setting, it is critical that efforts be made to support the participation of students in an online course. IEP teams should consider what supports, services, accessible instructional materials (AIMs), assistive technologies and accommodations the student will need to be able to participate and progress in an online learning environment and also consider whether the student

will need time to become proficient in using these tools.

## **ASSESSMENT – STUDENTS WITH DISABILITIES**

Students with disabilities will participate in appropriate class, district and state assessments. Decisions will be made by the IEP Team, with parents as participating members, and will be indicated on the IEP. The decision that a student with a significant cognitive disability will participate in the Florida Standards Alternate Assessment is made by the IEP team and recorded on the IEP.

The parent must consent in writing for the student's participation in the Florida standards Alternate Assessment and the following criteria must be met:

The student must receive exceptional student education (ESE) services as identified through a current IEP and be enrolled in the appropriate and aligned courses using alternate achievement standards for two consecutive full-time equivalent reporting periods prior to the assessment (Rule 6A-1.0943(5)(c)1., F.A.C.)

- The student must be receiving specially designed instruction, which provides unique instruction and intervention supports that is determined, designed and delivered through a team approach, ensuring access to core instruction through the adaptation of content, methodology or delivery of instruction and is exhibiting very limited to no progress in the general education curriculum standards (Rule 6A-1.0943(5)(c)2., F.A.C.)
- The student must be receiving support through systematic, explicit and interactive small group instruction focused on foundational skills in addition to instruction in the general education curriculum standards (Rule 6A-1.0943(5)(c)3., F.A.C.)
- Even with appropriate and allowable instructional accommodations, assistive technology or accessible instructional materials, the student requires modification to the grade-level general education curriculum standards (Rule 6A-1.0943(5)(c)4., F.A.C.)
- Even after documented evidence of accessing a variety of supplementary instructional materials, the Does the student require modifications to the general education curriculum standards even after the student requires modifications to the general education curriculum standards (Rule 6A-1.0943(5)(c)5., F.A.C.)
- Even with documented evidence of the provision and use of assistive technology, the student requires modifications to the general education curriculum standards (Rule 6A-1.0943(5)(c)6., F.A.C.)
- The student requires direct instruction in academic areas of English Language Arts, Math, Social Studies and Science based on access points. Even with direct instruction in all core academic areas (i.e., English language arts, mathematics, social studies and science), the student is exhibiting limited or no progress on the general education curriculum standards and requires modifications (Rule 6A-1.0943(5)(c)7., F.A.C.)

## **EXCLUSIONARY CRITERIA**

### **6A-1.0943(5)(d)1., F.A.C.**

A student is not eligible to participate in the statewide, standardized alternate assessment if:

1. The student is identified as a student with a specific learning disability or as gifted.
2. The student is identified solely as a student eligible for services as a student who is deaf or hard of hearing (DHH) or has a visual impairment (VI), a dual sensory impairment (DSI), an



emotional or behavioral disability (EBD), a language impairment (LI), a speech impairment (SI), or an orthopedic impairment (OI).

3. The student scored a level 2 or above on a previous statewide, general education curriculum standardized assessment administered pursuant to section 1008.22(3)(a)-(b), F.S., unless there is medical documentation that the student experienced a traumatic brain injury or other health-related complication subsequent to the administration of that assessment that led to the student having the most significantly below average global cognitive impairment.

## ASSESSMENT ACCOMMODATIONS

### 6A-1.0943 F.A.C.

Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment.

Teachers are required to implement the accommodations in a manner that ensures that the test responses are the independent work of the student. Personnel are prohibited from assisting a student in determining how the student will respond or directing or leading the student to a particular response. **Accommodations that negate the validity of a statewide standardized assessment ARE NOT allowable.**

***Allowable assessment accommodations documented on the IEP or 504 Plan must be implemented, provided to and used by the student during classroom instruction and assessments prior to administration of any statewide assessment.***

For specific examples of appropriate accommodations for assessment, refer to *Accommodations for Florida's Statewide Student Assessments, Florida Department of Education, Bureau of Exceptional Education and Student Services, 2015 and Statewide Assessments Accommodations Guide 2022-2023* <https://fsassessments.org/-/media/project/client-portals/florida-fast/pdf/manuals-and-user-guides/accommodations-guide.pdf>

## UNIQUE ACCOMMODATIONS

Unique accommodations are specialized accommodations that require alterations to existing test materials, presentation, or administration guidelines.

In accordance with Rule 6A-1.0943, F.A.C., The need for any unique accommodations for use on a statewide standardized assessment must be submitted to the District Director of Exceptional Student Education and District Assessments Coordinator who must submit the request to the Department of Education (Commissioner of Education). Written requests for unique accommodations must be submitted using the Unique Accommodations Request Form provided by FDOE. Each unique accommodation must be approved every school year by the Commissioner of Education or a designee prior to its use.

In order to be approved for use during testing, a unique accommodation must be:

- Documented on an IEP or Section 504 Plan
- Utilized regularly by the student in the classroom
- Must not negate the validity or threaten the security of the assessment

## WAIVERS

### **WAIVER OF STATEWIDE STANDARDIZED ASSESSMENT RESULTS (End of Course Exams (EOC), Florida Standards Alternate Assessment (FAA), Florida Assessment of Student Thinking (FAST))**

Students with disabilities working toward a standard high school diploma are expected to participate in statewide, standardized assessments. State law, however, provides for a waiver of statewide, standardized assessment results for graduation purposes for students with disabilities whose abilities cannot be accurately measured by the assessments. Pursuant to s. 1008.22(3)(d)2., F.S. Florida Statute requires that school districts provide instruction to prepare students with disabilities to demonstrate satisfactory performance in the core content knowledge and skills necessary for successful grade to grade progression and high school graduation.

Assessment results may be waived under specific circumstances for students with disabilities for the purpose of receiving a course grade or a standard high school diploma.

#### **Criteria:**

- The student must be identified as a student with a disability.
- The student must have an IEP
- The student must have taken the statewide, standardized assessment with appropriate, allowable accommodations indicated on the IEP at least twice
- The student must meet satisfactory attendance (may not have 15 or more unexcused absences within 90 calendar days)
- The IEP team (with the parent as a participating member for students under the age of 18) must make a determination of whether a statewide standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations.
- The waiver must be approved by the parent if the student is under the age of 18.
- The waiver must be reviewed and approved by the Director/Coordinator of Exceptional Student Education
- **In addition to the above, for the Florida Standards Alternate Assessment to be waived, a graduation portfolio of quantifiable evidence of achievement is required. It must contain a listing of courses the student has taken, grades received, curriculum aligned with Access Points assessment samples, student work samples and other materials that demonstrate growth, improvement and mastery of required Access Point Course standards.**

**Evidence to be considered by the IEP Team to determine that the results of a statewide, standardized assessment are not an accurate measure of the student's ability may include, but is not limited to:**

- Classroom work samples
- Course grades
- Teacher observations
- Relevant classroom data derived from formative assessment
- Intensive remediation activities on the required course standards (Tier 2)
- Intensive remediation activities on the required course standards (Tier 3)
- Higher-level, related coursework (honors, advanced placement, etc.)
- Related postsecondary coursework through dual enrollment
- Other standardized academic assessments, such as the SAT, the ACT or PERT
- Portfolio: \_\_\_\_\_

A student who waives the statewide, standardized assessment results MAY NOT receive a scholar diploma designation.

\*Waiver shall be designated on the student’s transcript and in FOCUS Student Database

References: *Technical Assistance Paper Waiver of Statewide, Standardized Assessment Results for Students with Disabilities BEESS, April 2015; Section 1008.22 FS and Graduation Requirements for Florida’s Statewide Assessments*  
[www.fldoe.org/core/fileparse.php/7764/urlt/gradrequirefsa.pdf](http://www.fldoe.org/core/fileparse.php/7764/urlt/gradrequirefsa.pdf)

## **WAIVER OF THE ON-LINE COURSE REQUIREMENT**

The graduation requirement for successful completion of an online course may be waived for students with disabilities whose IEP indicates that an online course is inappropriate. 1003.428, F.S.

## **GRADING FOR STUDENTS WITH DISABILITIES**

Students should be graded on mastery of State Standards or Access Points. Daily lessons should integrate standards or Access Points, and the state grading scale should be used to provide an indication of the extent of mastery. Students who are not working on Access Points should be provided instruction on grade level standards. If a student is reading significantly below grade level, the student should be referred to the MTSS/Problem Solving Team and the IEP team to provide reading interventions and determine that the student should work in a supplementary reading material that has been district approved at his/her level. However, the student should continue to be afforded the opportunity to receive instruction on grade level standards.

If the student is working two or more years below grade level, the school administrator or designee should be a part of the IEP team, and the student’s report card must specify that he/she is working below grade level in the comment section. The academic goals on the IEP should reflect strategies and frequent progress monitoring to ensure that the student is making progress. If the student is not making progress, the IEP/MTSS team should reconvene to determine more appropriate strategies and accommodations. A formal re-evaluation of the student’s strengths and weaknesses may be requested by the IEP team to help drive appropriate instruction and grading.

If a student with disabilities is failing a course, the following procedures should be followed:

- The teacher should refer the student to the MTSS/Problem Solving Process with the IEP team (with the parent(s) as participating members). The team will determine if the IEP goals need to be adjusted or additional goals/services added.
- Identify the reason that the student is failing.
- Review documentation of accommodations/interventions implemented
- Put strategies/interventions in place to address the area of weakness.
- Monitor the student's progress and effectiveness of the strategies/interventions and maintain records.
- Maintain a log of communication with the student, parents and MTSS Team
- Seek outside resources through the guidance office, ESE office or other district- approved support agencies.
- Continue the problem solving process to adjust methodology, Universal Design for Learning, or strategies. If the student continues to fail, the IEP team MUST convene and review the goals/objectives in the IEP for appropriateness, making revisions as necessary.
- The IEP team may also request a re-evaluation to gather additional data to support the problem solving/intervention process.

## REPORT OF PROGRESS

Parent/guardian will be supplied with the following: Notification that students with disabilities will receive a statement of progress toward IEP Annual Goals and the extent to which progress is sufficient to enable the student to achieve goals by the annual review date of the IEP. The number of notifications per year is identified in the student's IEP.

*\*Hard Copies of the IEP Progress Report must be provided to the parent via face to face, electronic or mail*

## PROMOTION

**Students with disabilities who are receiving instruction based on Florida Standards-based curriculum are promoted based upon the same promotion criteria as that for non-disabled students.** Allowable accommodations as determined by the IEP team must be implemented and documented (Frequency, Rate, Intensity and Location). Criteria for students with disabilities is included in the Good Cause Clause for promotion in special circumstances.

## RETENTION

Students with IEPs who are pursuing a standard diploma are affected by the same guidelines for retention as are students in general education. Refer to the sections of this document for general education promotion requirements and retention considerations. **Students with IEPs may be exempted from the mandatory retention in grade 3 for good cause as outlined in state statute. The Principal and IEP committee must adhere to the Good Cause Retention Waiver when considering retention for Students with Disabilities.** Retention decisions for students with IEPs

who are following access points for students with significant cognitive disabilities are made on an individual basis by the IEP team which will include the school principal/designee and/or Director of ESE. Careful consideration should be given to educating the student with disabilities with his/her chronologically age-appropriate peers throughout their school experience.

### **Exclusionary Retention Factors**

Students with an IEP/504 Plan may not be recommended for retention due to the following:

- 1.) Lack of Documentation of Consistent Implementation of IEP/504
- 2.) Lack of Documentation of Implemented Accommodation(s) indicated on IEP/504
- 3.) Pending Evaluation/Reevaluation due to suspicion of a disability
- 4.) Absence of Highly Qualified Teacher

## **GRADUATION REQUIREMENTS FOR STUDENTS WITH DISABILITIES**

There are two graduation options available to students with disabilities entering ninth grade in 2014 and after:

***Standard diploma***, meeting 24 course graduation and assessment requirements specified in Student Progression. Students with disabilities may elect to participate in the Scholar or Merit Diploma Designations, but must meet assessment requirements with no waivers.

***Standard diploma, via Access Points***. The student must meet the same 24 course requirements as all students, but will use Access courses.

Beginning no later than the IEP in effect when the student attains age 16, or younger, if appropriate, the IEP must reflect:

- A statement of intent to pursue a standard high school diploma and Scholar or Merit designation as determined by the parent
- A statement of intent to receive a standard diploma before age 22 and how the student will meet requirements
- Inclusion of outcomes and additional benefits expected by the parent and the IEP team at the time of graduation
- A statement of measurable postsecondary goals and career goals
- If there are changes proposed to postsecondary or career goals included in the IEP, the parent must approve the changes

A student who does not meet/satisfy the standard high school diploma requirements shall be awarded a certificate of completion.

## **SUMMARY OF PERFORMANCE (SOP)**

When a student with an IEP graduates from high school with a standard diploma or “ages out” of ESE (age 22), the school is required to provide a summary of academic achievement and functional performance. The Summary of Performance (SOP) will include recommendations and means to meet post-secondary goals.

The SOP must be completed during the final year of a student's high school education and is most useful when completed during the transition IEP process when the student has the opportunity to actively participate in the development of the document. The document will contain the most updated information on performance of the student and include both the student's abilities and aspirations.

## **DEFERRAL OF GRADUATION**

A student with a disability who meets the standard high school diploma requirements may defer the receipt of a standard high school diploma if the student:

- Has a current IEP that prescribes special education, transition planning, transition services or related services through age 21
- Is enrolled in accelerated college credit instruction, industry certification courses that lead to college credit, a collegiate high school program, courses necessary to satisfy the Scholar designation requirements or a structured work-study internship or pre- apprenticeship program.

The district has the following obligations with regard to the deferral of the standard high school diploma:

- Review the benefits of deferring with the parent and the student, including continuation of education and related services
- Describe to the parent and student, in writing, all of the services and programs available to students who defer.
- Note the deferral decision on the IEP.
- Provide a document that notes the decision for the parent, or the student if over 18 and rights have transferred, to sign that is separate from the IEP.

Inform the parent and the student in writing, by January 30th, of the year in which the student is expected to meet all graduation requirements, that failure to defer releases the school district of the obligation to provide FAPE, that deadline for acceptance or deferral is May 15, and that failure to attend the graduation ceremony does NOT constitute deferral.

- Ensure that the names of students who are deferring are entered into the information management system.

Students who elect to defer graduation or receive a certificate of completion may participate in graduation activities ONCE. They may elect to walk with their peer group, and receive a certificate of deferment or certificate of completion OR walk when they receive their diploma.

A student who defers graduation may request his/her diploma the next date that the district awards them. Rule 6A-1.9963, F.A.C.

## **DEFERRAL OF GRADUATION**

A student with a disability who meets the standard high school diploma requirements may defer the receipt of a standard high school diploma if the student:

- Has an IEP that prescribes special education, transition planning, transition services or related services through age 21
- Is enrolled in accelerated college credit instruction, industry certification courses that lead to college credit, a collegiate high school program, courses necessary to satisfy the Scholar designation requirements or a structured work-study internship or pre- apprenticeship program.

Students who elect to defer graduation or receive a certificate of completion may participate in graduation activities ONCE. They may elect to walk with their peer group, and receive a certificate of deferment or certificate of completion OR walk when they receive their diploma.

A student who defers graduation may request his/her diploma the next date that the district awards them. Rule 6A-1.9963, F.A.C.

## **TRANSITION PROGRAM**

The Requirements for entry into the Transition Program (18-22 years old) are:

1. The student has been served under IDEA through an IEP (not dismissed and has elected to defer the receipt of a standard diploma or, in extraordinary circumstances, has earned a certificate of completion)
  - a. The student has mastered all required academic curriculum standards
  - b. Achieved the highest level of academic independence through his/her high school ESE Program.
  - c. The IEP prescribes a need for transition planning, transition services or related services up to age 22.
    - The student is in pursuit of structured work-study, internship or employment
  - d. Additional need of Functional Life skills training
  - e. The student has a desire to apply his/her individual academic skills toward a vocational/functional academic program with the expectation that the program will enhance his/her independence for post secondary transitioning.
2. The student is under the age of 22.

## **EXTENDED SCHOOL YEAR (ESY)**

Extended School Year services (ESY) may be provided for students with disabilities, whose Individual Education Plan (IEP) team has determined, based upon data review, that services are necessary for the provision of a Free and Appropriate Public Education (FAPE). The IEP must document the IEP Team's consideration of and decision regarding ESY prior to the conclusion of the current school year/term.

**OTHER PROGRAMS: THERAPIES AND ITINERANT SERVICES**

Speech Therapy, Language Therapy, Physical Therapy, Occupational Therapy, and itinerant Hearing Impaired and Vision services are designed to reinforce and enhance a student's ability to benefit from instruction. Participation in these services will not affect the minimum course instruction requirements for basic, CTE or ESE courses.



# APPENDICIES

## **APPENDIX A: EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN INTERSTATE COMPACT ON EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN INTERSTATE COMMISSION MEETING – Rules (Approved, Nov. 2009)**

### **INTRODUCTION:**

Upon activation of the Interstate Compact a year ago, one of the first tasks necessary for the Commission was the creation of administrative rules under which the Compact would operate. A Rules Committee was formed and over the past year, the Committee met on several occasions to develop the rules. Comments were solicited from various stakeholders and input was considered. The rules complement the Interstate Compact and may not conflict with it. In addition, the rules are not designed to address every issue arising under the Compact, however, there is flexibility to make reasonable changes or clarification as the need arises through amendment, advisory opinions, and training opportunities. Attached is a final draft of the proposed rules for your consideration.

### **Chapter – 100 DEFINITIONS SEC. 1.101 Definitions**

As used in these rules, unless the context clearly requires a different construction—

- A. “Active duty” means: full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211.
- B. “By-laws” means: those by-laws established by the Interstate Commission on Educational Opportunity for Military Children for its governance, or for directing or controlling the Interstate Commission’s actions or conduct.
- C. “Children of military families” means: a school-aged child (ren), enrolled in kindergarten through twelfth (12th) grade, in the household of an active duty member.
- D. “Compact commissioner” means: the voting representative of each compacting state, appointed pursuant to Article VIII of this compact.
- E. “Days” means: business days, unless otherwise noted.
- F. “Deployment” means: the period one (1) month prior to the service members’ departure from their home station on military orders though six (6) months after return to their home station.
- G. “Education(al) records” means: those official records, files, and data directly related to a student and maintained by the school or local education agency (LEA), including but not limited to records encompassing all the material kept in the student's cumulative folder such as general identifying data, records of attendance and of academic work completed, records of achievement and results of evaluative tests, health data, disciplinary status, test protocols, and individualized education programs.
- H. “Extracurricular activities” means: a voluntary activity sponsored by the school or LEA or an organization sanctioned by the LEA. Extracurricular activities include, but are not limited to, preparation for and involvement in public performances, contests, athletic competitions, demonstrations, displays, and club activities.
- I. “Interstate Commission on Educational Opportunity for Military Children” means: the commission that is created under Article IX of this compact, which is generally referred to as Interstate Commission.
- J. “Local education agency” means: a public authority legally constituted by the state as an administrative agency to provide control of and direction for kindergarten through twelfth

(12th) grade public educational institutions.

- K. “Member state” means: a state that has enacted this compact.
- L. “Military installation” means: a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense, including any leased facility, which is located within any of the several States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. territory. Such term does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.
- M. “Non-member state” means: a state that has not enacted this compact.
- N. “Receiving state” means: the state to which a child of a military family is sent, brought, or caused to be sent or brought.
- O. “Rule” means: a written statement by the Interstate Commission promulgated pursuant to Article XII of this compact that is of general applicability, implements, interprets or prescribes a policy or provision of the compact, or an organizational, procedural, or practice requirement of the Interstate Commission, and has the force and effect of statutory law in a member state, and includes the amendment, repeal, or suspension of an existing rule.
- P. “Sending state” means: the state from which a child of a military family is sent, brought, or caused to be sent or brought.
- Q. “State” means: a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Northern Marianas Islands and any other U.S. territory.
- R. “Student” means: the child of a military family for whom the LEA receives public funding and who is formally enrolled in kindergarten through twelfth (12th) grade.
- S. “Transition” means: 1) the formal and physical process of transferring from school to school or 2) the period of time in which a student moves from one school in the sending state to another school in the receiving state.
- T. “Uniformed service(s)” means: the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration, and Public Health Services.
- U. “Veteran” means: a person who served in the uniformed services and who was discharged or released under conditions other than dishonorable.

## **Chapter 200 – GENERAL PROVISIONS**

### **SEC 2.101 Adoption of rules; Amendment**

Proposed rules or amendments to the rules shall be adopted by majority vote of the members of the Interstate Commission in the following manner:

- (a) Proposed new rules and amendments to existing rules shall be submitted to the Interstate Commission office for referral to the Rules Committee as follows:

- (1) Any Commissioner may submit a proposed rule or rule amendment for referral to the Rules Committee during the annual Commission meeting. This proposal must be made in the form of a motion and approved by a majority vote of a quorum of the Commission members present at the meeting;

- (2) Standing Committees of the Commission may propose rules or rule amendments by majority vote of that Committee;
  - (3) Any regional group of states as may be subsequently recognized by the Commission may propose rules or rules amendments by a majority vote of members of that region;
- (b) The Rules Committee shall prepare a draft of all proposed rules and provide the draft to all Commissioners for review and comments. All written comments received by the Rules Committee on proposed rules shall be posted on the Commission's website upon receipt. Based upon the comments made by the Commissioners, the Rules Committee shall prepare a final draft of the proposed rule(s) or amendments for consideration by the Commission no later than the next annual meeting falling in an odd-numbered year.
  - (c) Prior to promulgation and adoption of a final rule by the Interstate Commission, the text of the proposed rule or amendment shall be published by the Rules Committee no later than thirty (30) days prior to the meeting at which the vote is scheduled, on the official web site of the Interstate Commission and in any other official publication that may be designated by the Interstate Commission for the publication of its rules. In addition to the text of the proposed rule or amendment, the reason for the proposed rule shall be provided.
  - (d) Each administrative rule or amendment shall state—
    - (1) The place, time, and date of the scheduled public hearing;
    - (2) The manner in which interested persons may submit notice to the Interstate Commission of their intention to attend the public hearing and any written comments; and
    - (3) The name, position, physical and electronic mail address, telephone, and telefax number of the person to whom interested persons may respond with notice of their attendance and written comments.
  - (e) Every public hearing shall be conducted in a manner guaranteeing each person who wishes to comment a fair and reasonable opportunity to comment. No transcript of the public hearing is required, unless a written request for a transcript is made, in which case the person or entity making the request shall pay for the transcript. A recording may be made in lieu of a transcript under the same terms and conditions as a transcript. This subsection shall not preclude the Commission from making a transcript or recording of the public hearing if it chooses to do so.
  - (f) Nothing in this section shall be construed as requiring a separate hearing on each rule. Rules may be grouped for the convenience of the Interstate Commission at hearings required by this section.
  - (g) Following the scheduled hearing date, or by the close of business on the scheduled hearing date if the hearing was not held, the Interstate Commission shall consider all written and oral comments received.
  - (h) The Interstate Commission shall, by majority vote of a quorum of the commissioners, take final action on the proposed rule and shall determine the effective date of the rule, if any, based on the rulemaking record and the full text of the rule.
  - (i) Not later than sixty (60) days after a rule is adopted, any interested person may file a petition for judicial review of the rule in the United States district court of the District of Columbia or in the federal district court where the Interstate Commission's principal office is located. If the court finds that the Interstate Commission's action is not supported by

substantial evidence, as defined in the federal Administrative Procedures Act, in the rulemaking record, the court shall hold the rule unlawful and set it aside.

- (j) Upon determination that an emergency exists, the Interstate Commission may promulgate an emergency rule that shall become effective immediately upon adoption, provided that the usual rulemaking procedures provided in the compact and in this section shall be retroactively applied to the rule as soon as reasonably possible, in no event later than ninety (90) days after the effective date of the rule. An emergency rule is one that must be made effective immediately in order to—
- (1) Meet an imminent threat to public health, safety, or welfare;
  - (2) Prevent a loss of federal or state funds;
  - (3) Meet a deadline for the promulgation of an administrative rule that is established by federal law or rule; or
  - (4) Protect human health and the environment.

### **SEC. 2.102 Dues formula**

- a) The commission shall determine the formula to be used in calculating the annual assessments to be paid by states. Public notice of any proposed revision to the approved dues formula shall be given at least 30 days prior to the Commission meeting at which the proposed revision will be considered.
- b) The Commission may consider the population of the states, the number of students subject to the compact within each state, and the volume of student transfers between states in determining and adjusting the assessment formula.
- c) The approved formula and resulting assessments for all member states shall be distributed by the commission to each member state annually.
- d) The dues formula shall be based on the figure of one dollar per child of military families eligible for transfer under this compact.

## **Chapter 300 – TRANSFER OF EDUCATION RECORDS AND ENROLLMENT**

### **SEC. 3.101 Eligibility for transfer and enrollment**

- a) Unofficial or “hand-carried” education records –In the event that official education records cannot be released to the parents for the purpose of transfer, the custodian of the records in the sending state shall prepare and furnish to the parent a complete set of unofficial educational records containing uniform information as determined by the Interstate Commission. Upon receipt of the unofficial education records by a school in the receiving state, the school shall enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records, as quickly as possible. In the event a state or LEA charges a fee for copies of educational records, such a fee shall not exceed the reasonable cost of reproduction.
- b) Official education records/transcripts-- Simultaneous with the enrollment and conditional placement of the student, the school in the receiving state shall request the student’s official education record from the school in the sending state. Upon receipt of this request, the school in the sending state will process and furnish the official education records to the school in the receiving state within ten (10) business days except for a designated school staff break including, but not limited to, spring, summer, or holiday. Records should be furnished as soon as possible following the return of staff from a school staff break; however, the time

shall not exceed ten (10) days after the return of staff.

### **SEC. 3.102 Application for transfer of student records and enrollment**

An application for transfer of educational records of students subject to this compact shall contain the following:

- a) Immunizations – Compacting states shall give thirty (30) calendar days from the date of enrollment. For a series of immunizations, initial vaccinations must be obtained within thirty (30) calendar days.
- b) Kindergarten and First grade entrance age – Students shall be allowed to continue their enrollment at grade level in the receiving state commensurate with their grade level (including Kindergarten) from a LEA in the sending state at the time of transition, regardless of age. A student that has satisfactorily completed the prerequisite grade level in the local education agency in the sending state shall be eligible for enrollment in the next highest grade level in the receiving state, regardless of age. A student transferring after the start of the school year in the receiving state shall enter the school in the receiving state on their validated level from an accredited school in the sending state.
  - 1) Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to the school of the state being transferred into shall be admitted upon presentation of the data required in subsection (3).
  - 2) Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to a public school in the state being transferred, shall be admitted if the student meets age requirements for public schools within the state from which he or she is transferring, and if the transfer of the student's academic credit is acceptable under rules of the school board. Prior to admission, the parent or guardian must also provide the data required in subsection (3).
  - 3) To be admitted into a school in the receiving state, such a student transferring from the sending state must provide the following data:
    - i. Official military orders showing that the military member was assigned to the state (or commuting area) of the state in which the child was previously duly enrolled and attended school. If a child of a military member was residing with a legal guardian during the previous enrollment and not the military member, a copy of the family care plan, or proof of guardianship, as specified in the Interstate Compact, or any information sufficient for the receiving district to establish eligibility under this compact shall be provided;
    - ii. An official letter or transcript from the proper school authority which shows record of attendance, academic information, and grade placement of the student;
    - iii. Documented evidence of immunization against communicable diseases; and
    - iv. Evidence of date of birth. Chapter 400 – GRADUATION

### **SEC 4.101 Graduation**

- a) Waiver requirements - LEA administrative officials shall waive specific courses required for graduation if similar course work has been satisfactorily completed in another LEA or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the LEA shall provide an alternative means of acquiring required coursework so that graduation may occur on time. If the

receiving LEA requires a graduation project, volunteer community service hours, or other state or LEA specific requirements, the receiving LEA may waive those requirements.

- b) Exit exams – States shall accept: 1) exit or end-of-course exams required for graduation from the sending state; or 2) national norm-referenced achievement tests or 3) alternative testing, in lieu of testing requirements for graduation in the receiving state. In the event the above alternatives cannot be accommodated by the receiving state for a student transferring in his or her senior year, then the provisions of Article VII, Section C of the Compact shall apply.
- c) Transfers during senior year – There may be cases in which a military student transferring at the beginning or during his or her senior year is ineligible to graduate from the receiving LEA after all alternatives have been considered. In such cases the sending and receiving LEA's shall ensure the receipt of a diploma from the sending LEA, if the student meets the graduation requirements of the sending LEA. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student in accordance with Sections A and B of Article VII of the Compact.

## **Chapter 500 – PLACEMENT & ATTENDANCE SEC.**

### **5.101 Course placement**

The receiving school shall initially place a student who transfers before or during the school year in educational courses based on the student's enrollment in the sending state school and/or educational conducted at the school in the sending state to the extent the educational courses are provided by the receiving school. Course placement includes but is not limited to Honors, International Baccalaureate, Advanced Placement, vocational, technical and career pathways courses. The receiving school may perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s). The receiving school may allow the student to attend similar educational courses in other schools within the LEA if the receiving school does not offer such educational courses.

### **SEC. 5.102 Educational program placement**

The receiving state school shall initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending state or participation/placement in like programs in the sending state. Such programs include, but are not limited to: 1) gifted and talented programs; and 2) English as a second language (ESL). The receiving school may perform subsequent evaluations to ensure appropriate placement and continued enrollment of the student in the course(s). The receiving school may allow the student to attend similar educational courses in other schools within the LEA if the receiving school does not offer such programs.

### **SEC. 5.103 Special education services**

- (a) In compliance with the federal requirements of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C.A. Section 1400 et. Seq., the receiving state shall initially provide comparable services to a student with disabilities based on his/her current Individualized Education Program (IEP); and
- (b) In compliance with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C.A. Section 794, and with Title II of the Americans with Disabilities Act, 42 U.S.C.A.

Sections 12131-12165, the receiving state shall make reasonable accommodations and modifications to address the needs of incoming students with disabilities, subject to an existing 504 or Title II Plan, to provide the student with equal access to education.

(c) The receiving school may perform subsequent evaluations to ensure appropriate placement and appropriate services. The receiving school shall follow any current regulations the receiving state has in place to comply with federal or state law.

#### **SEC. 5.104 Placement flexibility**

LEA officials shall have flexibility in waiving course/program prerequisites, or other preconditions for placement in courses/programs offered under the jurisdiction of the LEA.

#### **SEC. 5.105 Absence as related to deployment activities**

A student whose parent or legal guardian is an active duty member of the uniformed services, as defined by the Compact, and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, shall be granted additional excused absences at the discretion of the LEA superintendent or head of school to visit with his or her parent or legal guardian relative to such leave or deployment of the parent or guardian. Notwithstanding the above, the LEA superintendent or head of school may provide a maximum number of additional excused absences.

### **Chapter 600 -- ELIGIBILITY**

#### **SEC. 6.101 Eligibility for Enrollment**

(a) A custody order, special power of attorney, or other applicable document relative to the guardianship of a child of a military family and executed under the applicable law of each member state shall be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent. A special power of attorney form, which is acceptable in some jurisdictions, can be obtained through the JAG offices pursuant to Military Family Care Plan regulations.

(1) A local education agency shall be prohibited from charging local tuition to a transitioning military child placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent. Tuition may be charged for optional programs offered by the LEA.

(2) A transitioning military child, placed in the care of a non-custodial parent or other person standing in loco parentis who lives in a jurisdiction other than that of the custodial parent, may continue to attend the school in which he/she was enrolled while residing with the custodial parent. The local education agency shall not charge tuition. In addition, transportation to and from school is the responsibility of the non-custodial parent or other persons standing in loco parentis.

(b) Eligibility for extracurricular participation – State and local education agencies shall facilitate the opportunity for transitioning military children’s inclusion in extracurricular activities, regardless of application deadlines, with consultation with the state high school athletic association, to the extent they are otherwise qualified. Application deadlines include tryouts, summer conditioning and other coach or district prerequisites.

### **Chapter 700 – OVERSIGHT, ENFORCEMENT, AND DISPUTE RESOLUTION**

#### **SEC. 7.101 Informal communication to resolve disputes or controversies**



- (a) States shall attempt to resolve disputes or controversies by communicating with each other by telephone, telefax, or electronic mail.
- (b) Failure to resolve dispute or controversy—
  - (1) Following an unsuccessful attempt to resolve controversies or disputes arising under this compact, its by-laws or its rules as required under sec.7.101 (a), states shall pursue one or more of the informal dispute resolution processes set forth in sec. 7.101 (b)(2) prior to resorting to formal dispute resolution alternatives.
  - (2) Parties shall submit a written request to the executive director for assistance in resolving the controversy or dispute. The executive director shall provide a written response to the parties within ten (10) days and may, at the executive director’s discretion, seek the assistance of legal counsel or the executive committee in resolving the dispute. The executive committee may authorize its standing committees or the executive director to assist in resolving the dispute or controversy.

**SEC. 7.102 Formal resolution of disputes and controversies**

- a) Alternative dispute resolution – Any controversy or dispute between or among compacting states that arises from or relates to this compact that is not resolved under sec. 7.101 may be resolved by alternative dispute resolution processes. These shall consist of mediation and arbitration.
- b) Mediation and arbitration
  - 1) Mediation
    - i. A state that is party to a dispute may request, or the executive committee may require, the submission of a matter in controversy to mediation.
    - ii. Mediation shall be conducted by a mediator appointed by the executive committee from a list of mediators approved by the national organization responsible for setting standards for mediators and pursuant to procedures customarily used in mediation proceedings.
  - 2) Arbitration
    - i. Arbitration may be recommended by the executive committee in any dispute regardless of the parties’ previous submission of the dispute to mediation.
    - ii. Arbitration shall be administered by at least one neutral arbiters or a panel of arbiters not to exceed three members. These arbiters shall be selected from a list of arbiters maintained by the commission staff.
    - iii. The arbitration may be administered pursuant to procedures customarily used in arbitration proceedings and at the direction of the arbiter.
    - iv. Upon the demand of any party to a dispute arising under the compact, the dispute shall be referred to the American Arbitration Association and shall be administered pursuant to its commercial arbitration rules.
      - a) The arbiter in all cases shall assess all costs of arbitration, including fees of the arbiter and reasonable attorney fees of the prevailing party, against the party that did not prevail.
      - b) The arbiter shall have the power to impose any sanction permitted by this compact and other laws of the state or the federal district in which the commission has its principal offices.

- v. Judgment on any award may be entered in any court having jurisdiction.

#### **SEC 7.103 Enforcement actions against a defaulting state**

- (a) If the Interstate Commission determines that any state has at any time defaulted (“defaulting state”) in the performance of any of its obligations or responsibilities under this Compact, the by-laws or any duly promulgated rules the Interstate Commission may impose any or all of the following penalties:
  - 1) Damages or costs in such amounts as are deemed to be reasonable as fixed by the Interstate Commission;
  - 2) Remedial training and technical assistance as directed by the Interstate Commission;
  - 3) Suspension and termination of membership in the compact. Suspension shall be imposed only after all other reasonable means of securing compliance under the by-laws and rules have been exhausted. Immediate notice of suspension shall be given by the Interstate Commission to the governor, the chief justice or chief judicial officer of the state, the majority and minority leaders of the defaulting state’s legislature, and the state council.
- (b) The grounds for default include, but are not limited to, failure of a Compacting State to perform such obligations or responsibilities imposed upon it by this compact, Interstate Commission by-laws, or duly promulgated rules. The Interstate Commission shall immediately notify the defaulting state in writing of the penalty imposed by the Interstate Commission on the defaulting state pending a cure of the default. The Interstate Commission shall stipulate the conditions and the time period within which the defaulting state must cure its default. If the defaulting state fails to cure the default within the time period specified by the Interstate Commission, in addition to any other penalties imposed herein, the defaulting state may be terminated from the Compact upon an affirmative vote of a majority of the compacting states and all rights, privileges, and benefits conferred by this Compact shall be terminated from the effective date of suspension.
- (c) Within sixty (60) calendar days of the effective date of termination of a defaulting state, the Interstate Commission shall notify the governor, the chief justice or chief judicial officer, the majority and minority leaders of the defaulting state’s legislature, and the state council of such termination.
- (d) The defaulting state is responsible for all assessments, obligations, and liabilities incurred through the effective date of termination including any obligations, the performance of which extends beyond the effective date of termination.
- (e) The Interstate Commission shall not bear any costs relating to the defaulting state unless otherwise mutually agreed upon between the Interstate Commission and the defaulting state.
- (f) Reinstatement following termination of any compacting state requires both a reenactment of the Compact by the defaulting state and the approval of the Interstate Commission pursuant to the rules.

#### **SEC 7.104 Judicial enforcement**

The Interstate Commission may, by majority vote of the members, initiate legal action in the United States District Court for the District of Columbia or, at the discretion of the Interstate Commission, in the federal district where the Interstate Commission has its offices to enforce compliance with the provisions of the Compact, its duly promulgated rules and by-laws, against any compacting state in default. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation including reasonable attorneys’ fees.

**APPENDIX B: REQUEST FOR ELEMENTARY ACCELERATION**  
**(To be completed by parent/guardian)**

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. *For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged.* The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into middle and high school. **The students' commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements.** Parent permission is necessary for ACCEL options.

Student (Legal Name): \_\_\_\_\_ DOB: \_\_\_\_\_ GRADE: \_\_\_\_\_

School: \_\_\_\_\_ Teacher: \_\_\_\_\_

Parent/Guardian: (Please print first and last name) \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Select the ACCEL Option you are requesting:**

\_\_\_\_\_ Mid-year promotion to grade

\_\_\_\_\_ Full-year promotion to grade

\_\_\_\_\_ Subject-matter acceleration for subject(s) \_\_\_\_\_

*\*(request must be submitted prior to the end of the first nine weeks)*

\_\_\_\_\_ Virtual instruction in higher grade level subject(s) \_\_\_\_\_

*\*(request must be submitted prior to the end of the first nine weeks)*

\_\_\_\_\_ Advanced Work Class (Teacher initiated prior to May 1)

On a separate piece of paper, give specific examples that you have observed of how your child functions at a significantly higher level in the subject area requested for acceleration. In your response, describe each of the following:

1. Academic performance
2. Ability to apply, analyze, and evaluate ideas at an advanced level
3. Ability to work independently
4. Ability to think creatively
5. Motivation to work on advanced material

Signature of individual submitting request: \_\_\_\_\_ Date \_\_\_\_\_

**Please submit this form to the School Principal prior to the deadline noted above.**

**APPENDIX C: ELEMENTARY PERFORMANCE CONTRACT**  
**(To be completed before each new ACCEL Option)**

Student (Legal Name): \_\_\_\_\_ DOB: \_\_\_\_\_ GRADE: \_\_\_\_\_

School: \_\_\_\_\_ Teacher: \_\_\_\_\_

Parent/Guardian: (Please print first and last name) \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Select the ACCEL Option you are requesting:**

- \_\_\_\_\_ Mid-year promotion to grade
- \_\_\_\_\_ Full-year promotion to grade
- \_\_\_\_\_ Subject-matter acceleration for subject(s) \_\_\_\_\_
- \_\_\_\_\_ Virtual instruction in higher grade level subject(s) \_\_\_\_\_
- \_\_\_\_\_ Advanced Work Class)

**Agreement**

Student participation in the selected ACCEL Option is contingent upon the student meeting eligibility and procedural requirements, as explained in the District School Board of Gadsden County Student Progression Plan. Students are required to participate in all state, federal, and local assessments if mid-year or full-year promotion occurs. If a student fails to comply with the stipulated requirements at any time after the ACCEL Option is in effect, the principal may terminate the student's participation and will determine the appropriate placement in lieu of the ACCEL Option.

**I grant permission for my student to accelerate his/her learning and agree to the conditions stated above:**

Parent/Guardian's Name \_\_\_\_\_ Date: \_\_\_\_\_  
(print): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX D: MIDDLE GRADES STUDENTS AND EOC ASSESSMENT  
REQUIREMENTS (Beginning 2014-2015)**

<b>MS Algebra 1 EOC</b>	<b>MS Geometry and Biology 1 EOC</b>	<b>MS Civics</b>
<p>A student completing Algebra 1 or Algebra 1 Honors must take the Algebra 1 EOC Assessment and achieve a passing score to be awarded high school credit. The score will count as 30% of the final course grade. If the student passes the course (regardless of the Algebra 1 EOC Assessment score), the course may count as one of the three math courses required for promotion to high school and the course grade used as part of the high school grade point average (GPA). If a student does not pass the EOC Assessment, the student must retake the Algebra 1 EOC Assessment and achieve a passing score to earn a standard high school diploma. The student can only retake the same course through middle grade forgiveness (C, D, or F in course); a student who passes the EOC but not the course is not required to retake the course.</p>	<p>A student completing Geometry or Geometry Honors must take the Geometry EOC Assessment and achieve a passing score which constitutes 30% of the student's final course grade to be awarded high school credit. If the student passes the course (regardless of the Geometry EOC Assessment score), the course may count as one of the three math courses required for promotion to high school and the course grade used as part of the high school grade point average (GPA). If a student does not pass the EOC Assessment, the student must retake the Geometry EOC Assessment and achieve a passing score to earn the required high school credit for Geometry. The student can only retake the same course through middle grade forgiveness (C, D, or F in course); a student who passes the EOC but not the course is not required to retake the course.</p>	<p>Each student's performance on the statewide standardized EOC assessment in Civics Education constitutes 30% of the student's final course grade.</p>

**APPENDIX E: MIDDLE GRADE FAST-TRACK MATHEMATICS CRITERIA**  
**Grade 7 Mathematics, Advanced (1205050) in Sixth Grade – Required eligibility criteria**

**If student does meet the criteria below, then placement is Grade 6 Mathematics (1205020).**

**Fifth grade Student must meet 4 out of 5 of these criteria:**

- Teacher, Department Chair, and Administrator recommendation
- 95% + cumulative mathematics grade average in 5th grade advanced
- 95% + cumulative mathematics test average in 5th grade advanced
- 3.75 + cumulative grade point average in core content classes through three quarters 5th grade
- Other appropriate diagnostic assessment (TBA)

**Student must meet the following two criteria:**

- Level 5 on FSA Mathematics
- Level 5 on FSA ELA

**Algebra 1 Honors (1200320) in Seventh Grade – Required eligibility criteria**

**If student does not meet criteria below, then placement is Grade 8 Pre- Algebra (1205080) or Grade 8 Pre-Algebra**

**Advanced (1205050)**

**Student must meet 4 out of 5 of these criteria:**

- Teacher, Department Chair, and Administrator recommendation
- 92% + cumulative mathematics grade average in Grade 7 Mathematics Advanced (1205050)
- 90% + cumulative mathematics test average in Grade 7 Mathematics Advanced (1205050)
- 3.5+ cumulative grade point average of core content classes for quarters one through three
- Other appropriate diagnostic assessment (TBA)

**Student must meet the following two criteria:**

- Level 5 on FSA Mathematics
- Level 4 + on FSA ELA

**Geometry Honors (1206320) in Eighth Grade – Required eligibility criteria**

**If student does not meet all criteria, then placement is Algebra 1 honors (1200320) Student must meet all the following criteria:**

- Passing score on the Algebra 1 End-of-Course Assessment
- 80% + cumulative mathematics average grade in Algebra 1 Honors (1200320)
- Teacher, Department Chair, and Administrator recommendation

**APPENDIX F: REQUEST FOR MIDDLE GRADES ACCELERATION**  
**To be completed by Parent/Guardian**

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged. The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance. A plan for the smooth transition from the student's current grade to a higher grade must be developed, as well as assurance of continuous course progression into middle and high school. The students' commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements. Parent permission is necessary for ACCEL options.

Student (Legal Name): \_\_\_\_\_ DOB: \_\_\_\_\_ GRADE: \_\_\_\_\_

School: \_\_\_\_\_ Teacher: \_\_\_\_\_

Parent/Guardian: (Please print first and last name) \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Select the ACCEL Option you are requesting:**

\_\_\_\_\_ Mid-year promotion to grade

\_\_\_\_\_ Full-year promotion to grade

\_\_\_\_\_ Subject-matter acceleration for subject(s) \_\_\_\_\_

*\*(request must be submitted prior to the end of the first nine weeks)*

\_\_\_\_\_ Virtual instruction in higher grade level subject(s) \_\_\_\_\_

*\*(request must be submitted prior to the end of the first nine weeks)*

On a separate piece of paper, give specific examples that you have observed of how your child functions at a significantly higher level in the subject area requested for acceleration. In your response, describe each of the following:

1. Academic performance
2. Ability to apply, analyze, and evaluate ideas at an advanced level
3. Ability to work independently
4. Ability to think creatively
5. Motivation to work on advanced material

Signature of individual submitting request: \_\_\_\_\_ Date \_\_\_\_\_

**Please submit this form to the School Principal prior to the deadline noted above.**

**APPENDIX G: ACADEMICALLY CHALLENGING CURRICULUM TO ENHANCE  
LEARNING 9ACCEL0 MIDDLE GRADES PERFORMANCE CONTRACT  
To be completed by parent/guardian**

ACCEL options 1003.4295 F.S. are educational options that provide academically challenging curriculum or accelerated instruction to eligible students. *For the majority of students, in-class differentiation provides the learning opportunities needed for advanced students to be challenged.* The school must carefully consider the effect of ACCEL options, especially mid- year and full- year promotion, on the student’s future social, emotional and academic performance. A plan for the smooth transition from the student’s current grade to a higher grade must be developed, as well as assurance of continuous course progression into middle and high school. **The students’ commitment, desire for the program and maturity level must be considered as well as meeting the eligibility requirements.** Parent permission is necessary for ACCEL options.

Student (Legal Name): \_\_\_\_\_ DOB: \_\_\_\_\_ GRADE: \_\_\_\_\_

School: \_\_\_\_\_ Teacher: \_\_\_\_\_

Parent/Guardian: (Please print first and last name) \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Select the ACCEL Option you are requesting:**

\_\_\_\_\_ Mid-year promotion to grade

\_\_\_\_\_ Full-year promotion to grade

\_\_\_\_\_ Subject-matter acceleration for subject(s) \_\_\_\_\_

*\*(request must be submitted prior to the end of the first nine weeks)*

\_\_\_\_\_ Virtual instruction in higher grade level subject(s) \_\_\_\_\_

*\*(request must be submitted prior to the end of the first nine weeks)*

On a separate piece of paper, give specific examples that you have observed of how your child functions at a significantly higher level in the subject area requested for acceleration. In your response, describe each of the following:

1. Academic performance
2. Ability to apply, analyze, and evaluate ideas at an advanced level
3. Ability to work independently
4. Ability to think creatively
5. Motivation to work on advanced material

Signature of individual submitting request: \_\_\_\_\_ Date \_\_\_\_\_

**Please submit this form to the School Principal prior to the deadline noted above.**



**APPENDIX H: MASTERY EXAM REQUEST**

**Student Name:** \_\_\_\_\_ **Counselor:** \_\_\_\_\_

**School:** \_\_\_\_\_ **Grade Level:** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_ **School Year:** \_\_\_\_\_

**Data in Support of Credit Acceleration by Mastery Exam:**

F.A.S.T. Assessment in Math: \_\_\_\_\_ Date of Assessment: \_\_\_\_\_

Most recent math or science course: \_\_\_\_\_ Grades Earned: \_\_\_\_\_

Other justification: \_\_\_\_\_

Guidance Counselor's Communication with Parent \_\_\_\_\_ Date: \_\_\_\_\_

Parent in agreement that grade will appear in student records and transcript.

Requested State EOC in \_\_\_\_\_ administration date, \_\_\_\_\_,  
aligns with required dates (CAP section SPP, page 73)

Has the student attempted the EOC in Algebra 1, Geometry or Biology 1 previously?

Yes  No  If so, which one? \_\_\_\_\_

If yes, please provide date, score and evidence of additional preapproved preparation.

Date: \_\_\_\_\_ Score: \_\_\_\_\_

Additional preapproved preparation: \_\_\_\_\_

**Recommendation of Principal:**

- 1) There is adequate documentation to support the student taking the EOC in Algebra 1, Geometry, or Biology 1.
- 2) There is NOT adequate documentation to support the student taking the EOC in Algebra 1, Geometry, or Biology 1.

Signature: \_\_\_\_\_

Additional Comments:

## APPENDIX I: GRADUATION REQUIREMENTS FOR FLORIDA’S STATEWIDE ASSESSMENT

### Overview

According to Florida law, students must meet certain academic requirements to earn a standard high school diploma from a public school. This means that students must pass required courses, earn a minimum number of credits, earn a minimum grade point average and pass the required statewide assessments. Students who meet these requirements but do not pass the required assessments will receive a certificate of completion, which is not equivalent to a standard high school diploma. Passing scores for the statewide assessments are determined by the State Board of Education.

### 2019-2020 School Year

Pursuant to Florida Department of Education (FDOE) [Emergency Order No.2020-EO-1](#), the spring administration of K-12 statewide assessments for the 2019-20 school year that were scheduled to take place after March 16, 2020, were canceled and any outstanding assessment graduation requirements for seniors scheduled to graduate in spring 2020 were waived. While the requirements themselves (detailed in this document) did not change, this specific group of students are not required to meet them if they had not already done so.

For non-seniors who are enrolled in grade 10 and/or Algebra 1 (or an equivalent course) during spring 2020 and who were scheduled to take the grade 10 English Language Arts (ELA) and/or Algebra 1 end-of-course (EOC) assessments, Emergency Order No. 2020-EO-01 waived the requirement that these students participate in the applicable assessment. However, these students are still required to meet these graduation requirements by passing the applicable assessment during a future administration or by earning the appropriate concordant or comparative score, as detailed in tables 3 and 4. These students may participate in any ELA Retake or applicable EOC administration to meet their graduation requirement, but are not required to do so prior to using a concordant or comparative score.

Finally, participation and 30% final grade calculation requirements for students who were scheduled to take a spring 2020 EOC assessment were waived. However, students who need to pass the Biology 1, Geometry, and/or U.S. History EOC assessment for Scholar diploma designation purposes must still do so to earn the designation. These students may participate in any applicable EOC administration to meet the Scholar diploma designation requirements.

### Graduation Requirements

#### Grade 10 Florida Standards Assessments English Language Arts

The ELA assessment students must pass to graduate with a standard high school diploma is determined by each student’s year of enrollment in grade 9. The Florida Standards Assessments (FSA), aligned to the Florida Standards, were introduced in 2014-15, and the Grade 10 FSA ELA Assessment was first administered in spring 2015. Table 1 below lists the required passing score for the Grade 10 FSA ELA (Reading and Writing) based on grade 9 cohort.

**Table 1: FSA ELA Assessment Requirement and Passing Score by School Year**

School Year When Students Entered Grade 9	Passing Score
2014-2015 to current	350
2013-2014	349 (alternate passing score)

<sup>1</sup> In addition to the 2013-2014 cohort, any student who took the assessment prior to the adoption of the passing score on the new scale adopted by the State Board (January 7, 2016) is eligible to use the alternate passing score for graduation, which is linked to the passing score for the previous assessment requirement.

For more information on the Grade 10 FSA ELA Assessment, please see the [2020-2021 Florida Statewide Grade-Level Assessments Fact Sheet](#).

### FSA Algebra 1 End of Course Assessment

The Algebra 1 EOC assessment students must pass to graduate with a standard high school diploma is determined by when students completed Algebra 1 or an equivalent course. Students who completed an applicable course in the 2014-2015 school year and beyond are required to pass the FSA Algebra 1 EOC Assessment, and the required passing score is determined by when students first participated in an FSA Algebra 1 EOC Assessment administration. The FSA Algebra 1 EOC Assessment was first administered in spring 2015. Table 2 below lists the required passing score for the FSA Algebra 1 EOC Assessment based on when the student first participated.

**Table 2: FSA Algebra 1 EOC Assessment Requirement and Passing Score by First Participation**

First Participation in FSA Algebra 1 EOC	Passing Score
Spring 2016 and beyond	497
Spring, Summer, Fall or Winter 2015	489 (alternate passing score)

For More information on the FSA Algebra 1 EOC Assessment, please see the [2020-2021 Florida Statewide End-of-Course Assessments Fact Sheet](#).

### Graduation Options

- Statewide Assessment Retakes**—Students can retake the Grade 10 FSA ELA Assessment or FSA Algebra 1 EOC Assessment each time the test is administered until they achieve a passing score, and students can continue their high school education beyond the twelfth-grade year should they need additional instruction. Students who do not pass the grade 10 ELA assessment in the spring of their tenth-grade year may retest in fall and spring of their eleventh- and twelfth-grade years. The FSA ELA Retake Assessments is administered each fall and spring administration; the FSA Algebra 1 EOC Assessment is administered in each fall, winter, spring, and summer EOC administration.
- Concordant and Comparative Scores**—A student can also meet assessment graduation requirements by earning a concordant or comparative score as specified in [Rule 6A-1.09422](#), Florida Administrative Code (F.A.C.). Table 3 and 4 below and on the following page show the concordant and comparative scores students may use to satisfy assessment graduation requirements.

**Table 3: Grade 10 ELA Concordant Scores**

Grade 10 FSA ELA or Reading	
<b>Available for all students who entered grade 9 in 2010–11 and beyond:</b>	
SAT Evidence-Based Reading and Writing (EBRW)*	480
ACT English and Reading subtests**	18
<b>Available only for students who entered grade 9 prior to 2018–19:</b>	
SAT EBRW*	430
SAT Reading Subtest***	24
ACT Reading	19

\*Administered in March 2016 or beyond. The combined score for the EBRW must come from the same administration of the Reading and Writing subtests.

\*\*The average of the English and Reading subtests. If the average of the two subject test scores results in a decimal (.5), the score shall be rounded up to the next whole number. The scores for the English and Reading subject tests are not required to come from the same test administration.

\*\*\*Administered in March 2016 or beyond. Students who entered grade 9 in 2018–19 may also use a concordant score of 430 on the SAT Critical Reading if administered prior to March 2016.

**Table 4: Algebra 1 EOC Comparative Scores**

Algebra 1 EOC (FSA or NGSSS)	
Available for all students who entered grade 9 in 2010–11 and beyond:	
PSAT/NMSQT Math *	430
SAT Math **	420
ACT Math	16
FSA Geometry EOC ***	499
Available only for students who entered grade 9 prior to 2018–19:	
PERT Mathematics	97

\*Administered in 2015 or beyond. Students who entered grade 9 in 2010-11 and beyond may also use a comparative score of 39 on PSAT/NMSQT Math if it was earned prior to 2015.

\*\*Administered in March 2016 or beyond. Student who entered grade 9 in 2010-11 and beyond may also use a comparative score of 380 on SAT Math if it was earned prior to March 2016.

\*\*\*Students eligible for either the FSA Algebra 1 EOC alternate passing score of 489 or the FSA Geometry EOC passing score of 492, as defined by Rule 6A-1.09422(6)-(7), F.A.C., may use the alternate passing score of 492 on the FSA Geometry EOC as an Algebra 1 EOC comparative score. See the Scholar Diploma Designation section on the next page for eligibility criteria.

In accordance with section (s.) 1008.22, Florida Statutes (F.S.), all students enrolled in grade 10 are required to participate in the grade 10 ELA assessment and all students enrolled in Algebra 1 or an equivalent course are required to participate in the Algebra 1 EOC assessment, regardless of whether they have a passing concordant or comparative score on file.

- **Scholar Diploma Designation**—In accordance with s. [1003.4285\(1\)\(a\)](#), to qualify for a Scholar diploma designation on a standard high school diploma, a student must earn a passing score on each of the statewide assessments shown in Table 5.

**Table 5: Passing Scores Required for a Scholar Diploma Designation**

Student Entered Ninth Grade	EOC Assessment		
	Geometry	Biology 1*	U.S. History*
2010–11 through 2013–14		X	X
2014–15 and beyond	X	X	X

\* A student meets this requirement without passing the Biology 1 or U.S. History EOC assessment if the student is enrolled in an Advanced Placement (AP), International Baccalaureate (IB), or Advanced International Certificate of Education (AICE) Biology 1 or U.S. History course and the student:

- Takes the respective AP, IB, or AICE assessment, and
- Earns the minimum score to earn college credit.

The passing score for each EOC assessment is the minimum score in Achievement Level 3 (see the Assessment Results section on the [End-of-Course Assessments page](#) on the FDOE website)

The passing score for the FSA Geometry EOC Assessment was adopted in State Board of Education rule in January 2016. For students who took the FSA Geometry EOC Assessment in the 2014-15 school year or in 2016 prior to the adoption of passing scores, the alternate passing score is **492**, which corresponds to the passing score of 396 for the Next Generation Sunshine State Standards (NGSSS) Geometry Assessment, last administered in December 2014. Students who are eligible for this alternate passing score may also use it as a comparative score for the Algebra 1 EOC graduation requirement.

- **Waivers of Results for Students with Disabilities**—Students with disabilities working toward a standard high school diploma are expected to participate in statewide, standardized assessments. State law, however, provides for a waiver of statewide, standardized assessment results for graduation purposes for students with disabilities whose abilities cannot be accurately measured by the assessments. Pursuant to s. 1008.22(3)(c)2., F.S., “A student with a disability, as defined in s. 1007.02(2), for whom the individual education plan (IEP) team determines that the statewide, standardized assessments under this section cannot accurately measure the student’s abilities, taking into consideration all allowable accommodations, shall have assessment results waived for the purpose of receiving a course grade and a standard high school diploma. Such waiver shall be designated on the student’s transcript.” For additional information, visit the [Bureau of Exceptional Education and Student Services webpage](#).
- **High School Equivalency Diploma Program (2014 GED® Test)**—The high school equivalency diploma program is designed to provide an opportunity for adults who have not graduated from high school to earn a GED®, the only state-approved high school equivalency diploma, by measuring the major academic skills and knowledge associated with a high school program of study, with increased emphasis on workplace and higher education. The state selected the 2014 GED® test as the assessment for the high school equivalency program during a competitive process conducted in 2014. The 2014 GED® test includes four required content area tests: Reasoning through Language Arts, Mathematical Reasoning, Science, and Social Studies. It is a computer-based test. Passing the test may require some preparation. Adult education programs located in school districts, colleges, and community organizations provide instruction and the opportunity to practice the skills necessary to meet the minimum passing score of **145**. The FDOE website has additional information and resources regarding the [GED® test](#) and the [high school equivalency program](#).

## Previous Scores Required for Graduation

**Previous assessment requirements beginning with students originally scheduled to graduate in 2004 are as follows:**

- Students who entered grade 9 in the 2000–01 school year through the 2008–09 school year and were originally scheduled to graduate between 2004 and 2013 were required to earn passing scores on grade 10 FSA Reading and Mathematics assessments, or their equivalents.
- Students who entered grade 9 in the 2009–10 school year were required to earn an alternate passing score (comparable to the passing score for Grade 10 FSA Reading) on Grade 10 FSA Reading and a passing score on Grade 10 FSA Mathematics, or their equivalents.

- Students who entered grade 9 in the 2010-11 school year through the 2012-13 school year were required to earn a passing score of **245** on the Grade 10 FSA Reading Assessment.
- Students who completed Algebra 1 or an equivalent course in the 2011-12 school year through the 2013-14 school year were required to earn a passing score of 399 on the NGSSS Algebra 1 EOC Assessment.

**Students with these requirements currently have the following opportunities to meet them:**

- Students whose graduation requirement is Grade 10 FSA Reading must earn an alternate passing score (see Table 1) on the FSA ELA Retake or a concordant score as described in Table 3.
- Students whose graduation requirement is Grade 10 FSA Mathematics must earn a comparative to the Algebra 1 EOC as described in Table 4. Students may also meet the F.A.S.T. Mathematics requirement by passing the FSA Algebra 1 EOC Assessment.
- Students whose graduation requirement in requirement is Grade FSA Reading may satisfy this requirement by earning the alternate passing score of **349** on the FSA ELA Retake or by earning a concordant score as described in Tale 3.
- Students whose graduation requirement is the NGSSS Algebra 1 EOC Assessment may satisfy this requirement by earning the alternate passing score of 489 on the FSA Algebra 1 EOC Assessment or by earning a comparative score as described in Table 4.
  - Note: Students who entered grade 9 in the 2020-11 school year were required to earn course credit in Algebra 1 or an equivalent course and participate in the NGSSS Algebra 1 EOC Assessment. The results of the NGSSS Algebra 1 EOC must constitute 30% of these students’ final course grade, but there is not a passing requirement for this cohort of students.

The required passing and concordant scores for students who entered grade 9 from 2000–01 to 2009–10 are provided in Table 6 on the following page.

**Class of 2003**—Students who were originally scheduled to graduate in 2003 may satisfy their graduation requirement by earning a score of **339** on the Grade 10 F.A.S.T. ELA Assessment, which is equivalent to a score of **236** on Grade 10 F.A.S.T. 2.0 Reading Assessment. The Mathematics requirement for Class of 2003 students is the same as that described.

**High School Competency Test (HSCT) Requirement**—The HSCT State Board Rule ([6A-1.09421, F.A.C.](#)) was repealed in fall 2015. Students who were scheduled to graduate in 2002 or earlier and have not passed the HSCT as part of their graduation requirements will need to enroll in an adult education program to earn a standard high school diploma. In accordance with [Rule 6A-6.020, F.A.C.](#), those who enter adult high school after their ninth-grade cohort has graduated or who are not part of a ninth-grade cohort must meet the current grade 12 cohort’s graduation requirements that are in effect the year they enter adult high school.

**Table 6: Passing Scores for Students Entering Grade 9 from 2000–01 to 2009–10**

Assessment	Reading	Mathematics
FCAT	1926 (scale score of 300)	1889 (scale score of 300)
FCAT	241*	N/A
<b>SAT Concordant Score</b>	<p><u>SAT administered prior to March 2016</u> For students who entered grade 9 in 2006–07 or earlier: 410 – Critical Reading</p> <p>For students who entered grade 9 in 2007–08, 2008–09, or 2009–10: 420 – Critical Reading</p> <p><u>SAT administered after March 2016</u> For students who entered grade 9 in 2006–07 or earlier: 410 – Evidence-Based Reading and Writing (EBRW) OR 22 – Reading Subtest</p> <p>For students who entered grade 9 in 2007–08, 2008–09, or 2009–10: 420 – EBRW OR 23 – Reading Subtest</p>	340**
<b>ACT Concordant Score</b>	15 (for students who entered grade 9 in 2006–07 or earlier) 18 (for students who entered grade 9 in 2007–08, 2008–09, or 2009–10)	15

\*Students who participated in the spring 2011 Grade 10 FCAT 2.0 Reading Assessment received scores called FCAT Equivalent Scores that were reported on the FCAT score scale, and the passing score was 1926 (scale score of 300). This is comparable to a score of 241 on the FCAT 2.0.

\*\*A concordant score of 370 on SAT Mathematics was previously established in 2003 as an alternative for the Grade 10 FCAT Mathematics requirement. This alternative passing score was lowered to a score of 340 after a concordance study was conducted in November 2009 on a revised, more challenging version of the SAT. Students required to pass FCAT Mathematics for graduation may submit a score of 340 or higher regardless of their year of enrollment in grade 9 if the score is dated March 2005 and beyond.

## Helpful Resources

- For a full schedule of all statewide assessments, see the 2020-2021 Statewide Assessment Schedule. Flexibility will be offered this year based on district shifts in school year calendars.
- An academic advisement flyer for students related to graduation requirements is available on the [Graduation Requirements](#) page.
- The [Florida Statewide Assessments Portal](#) provides information about the assessments currently administered and serves as valuable resources to students, parents/guardians, and educators.
- [FloridaStudents.org](#) provides student tutorials and resources for the Florida Standards.
- [CPALMS.org](#) is Florida’s official source for standards information and course descriptions and includes helpful resources for educators and students.
- The [Statewide Assessment Program Information Guide](#) describes the processes involved in developing, administering, and scoring the FSA and NGSSS assessments.



## APPENDIX J: COLLEGE READINESS COURSES

The State Board of Education shall adopt rules that require high schools to evaluate before the beginning of grade 12 the college readiness of each student who indicates an interest in postsecondary education and scores at Level 2 or Level 3 on the reading portion of the grade 10 FSA or Level 2, 3, or 4 on the Algebra 1 EOC. High schools shall perform this evaluation using results from the corresponding component of the Postsecondary Education Readiness Test (PERT) or an equivalent test identified by the State Board of Education. The State Board of Education shall establish by rule the minimum test scores a student must achieve to demonstrate readiness.

Students who demonstrate readiness by achieving the minimum test scores established by the state board and enroll in a community college within two years of achieving such scores shall not be required to enroll in remediation course as a condition of acceptance to any community college. The high school shall use the results of the test to advise the students of any identified deficiencies and to the maximum extent practicable provide grade 12 students access to appropriate remedial instruction prior to high school graduation. The college ready instruction provided under this subsection shall be a collaborative effort between secondary and postsecondary educational institutions. To the extent courses are available; the Gadsden County Virtual School may be used to provide the college-ready instruction required by the subsection.

**College Readiness Course Placement Score Recommendations\***

Subject	Course Title	PERT	SAT	ACT
Reading	English 4: FL College Prep	50-105	< 440	< 19
	English 4		≥ 440	≥ 19
Writing	English 4: FL College Prep	50-102	< 440	< 17
	English 4		≥ 440	≥ 17
Mathematics	Math for College Readiness	50-113	≥ 440	≥ 19

The College Readiness Course Placement Score Recommendations apply to students who will be seniors in 2014-2015. The PERT is administered to grade 11 students who have not previously met college readiness standards.

Statewide college – ready cut scores for PERT Reading, 106  
 Writing, 103  
 Mathematics, 114

College Readiness Courses Offered in Gadsden County English IV:

- Florida College Prep (Course Code: 1001405)
- Mathematics for College Readiness (Course Code: 1200700)



## **APPENDIX K: FOREIGN EXCHANGE PROGRAM REQUIREMENTS**

The school board recognizes the importance of intercultural and international education as part of a school program.

Any student from a foreign country sponsored by a Foreign Exchange Visitor Program who fulfills all eligibility requirements (applicable federal, state, and district regulations), including the approval of the principal, may attend a Gadsden County High School at the discretion of the District School Board of Gadsden County. All students must be approved by the district, through Academic Services, before enrolling in a district school. In no case can the number of foreign exchange students exceed 1 % of the school's enrollment. The district reserves the right to limit the number of students placed by any sponsor or from any country.

Organizations and institutions sponsoring students must be approved by the Council on Standards for International Educational Travel (CSIET) and have J visa status to be eligible to participate in the Foreign Exchange Visitor Program.

### **1. ELIGIBILITY REQUIREMENTS**

- A. Sponsors: Applications may be made by CSIET approved organizations desiring to sponsor foreign students in Gadsden County School District. Any organizations sponsoring a student must supply the name, address, and telephone number of the local representative who is a resident of Gadsden County and can be contacted at any time in case of emergency or other problem.
- B. Students: Students must meet the following eligibility requirements prior to acceptance:
- agree to be in attendance for one academic school year
  - be at least 15 but not more than 18 ½ years of age on the date of enrollment in the program and have not completed more than 11 years of primary and secondary education (exclusive of kindergarten) [ NOTE: students who have already graduated will not be allowed to enroll in a Gadsden County high school ]
  - have sufficient knowledge of the English language to participate in high school classes
  - be accepted by a suitable host family, not to be hosted by the area representative of the sponsoring organization
  - provide an English translation of the student's official academic transcript for at least 2
  - years prior to entry into the program, including a description of each course

### **2. PROCEDURES FOR ADMISSION OF ELIGIBLE STUDENTS**

The sponsoring organization must apply for and obtain the approval for admission of the student through the local representative by Academic Services at least fifteen (15) working days prior to enrollment in school.

- A. Notification: A copy of the District School Board of Gadsden County Foreign Exchange Program procedures shall be sent to local coordinators when requesting placement.

Written approval or denial for admission shall be given to the local coordinator of the sponsoring organization by the Academic Services. The exchange student must be accompanied by the sponsoring organization coordinator and a member of the host family when enrolling at the approved school. Formal entrance to school shall be at the beginning of the school year. An orientation designed to acquaint the student with the American school and with the rules governing the behavior of all students shall be provided by the school staff. The student shall follow school rules and shall participate fully in the educational program provided.

- B. Supervision: It is the sponsor's responsibility to make all travel and accommodation arrangements, including securing the host family. It is the sponsor's responsibility to resolve problems that arise between the student, the host family, and /or the school including, if necessary, the changing of host families or the early return home of the exchange student due to unresolved or personal difficulties .It is the responsibility of the sponsor to notify Academic Services of all changes of host family or address.
- C. Financial Support: All expenses, including school and school-related expenses are the responsibility of the student, the sponsoring organization, and the host family. Foreign Exchange students are not eligible for lunch subsidy.
- D. Employment: Exchange students are not permitted to take regular or part-time jobs during their stay in the United States.
- E. Athletic Eligibility: Students shall be governed by the Florida High School Athletics Association rules and regulations regarding participation in inter- scholastic athletic competition.
- F. Completion: Upon completion of the stay in Gadsden County, the student shall be issued an official transcript of all work completed. A certificate of participation shall also be awarded. Schools are encouraged to honor the foreign exchange student's program completion and award the certificate at an award ceremony.
- G. Monitoring: CSIET approved programs are monitored by Academic Services for
  - quality of foreign exchange student recruited (e.g., English proficiency, attitude, behavior) and
  - appropriateness of host family placement (e.g., high school age student in host family home, family stability)

Sponsoring organizations that have violated requirements of student eligibility shall not be eligible to submit applications for students to attend Gadsden County High School for a period of two years. Programs with a second violation shall be permanently removed as approved programs for placement in Gadsden County.

## APPENDIX L

### THIRD GRADE STUDENT PROGRESSION – TECHNICAL ASSISTANCE

#### A. REQUIREMENTS FOR PROMOTION TO GRADE 4

To be promoted to grade 4, a student must score a Level 2 or higher on the statewide, standardized English Language Arts assessment required under section 1008.22, Florida Statutes (F.S.), for grade 3. (Section 1008.25(5)(b), F.S.)

The district school board may only exempt students from mandatory retention for good cause. Good cause exemptions are limited to the following:

1. Limited English proficient students who have had less than 2 years of instruction in an English for Speakers of Other Languages program based on the initial date of entry into a school in the United States.
2. Students with disabilities whose individual education plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of section 1008.212, F.S.
3. Students who demonstrate an acceptable level of performance on an alternative standardized reading or English Language Arts assessment approved by the State Board of Education.
4. A student who demonstrates through a student portfolio that he or she is performing at least at Level 2 on the statewide, standardized English Language Arts assessment.
5. Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an individual education plan or a Section 504 plan that reflects that the student has received intensive instruction in reading or English Language Arts for more than 2 years but still demonstrates a deficiency and was previously retained in kindergarten, grade 1, grade 2, or grade 3.
6. Students who have received intensive reading intervention for 2 or more years but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of 2 years. A student may not be retained more than once in grade 3. (Section 1008.25(6)(b), F.S.)

#### B. ALTERNATIVE ASSESSMENTS FOR PROMOTION TO GRADE 4

Students who score at Level 1 on the grade 3 statewide English Language Arts Florida Standards Assessment may be promoted to grade 4 if the student demonstrates an acceptable level of performance on an approved alternative standardized reading assessment. The Department of Education shall review and approve the use of alternative standardized reading assessments to be used as a good cause exemption for promotion to grade 4 and will provide a list of approved alternative assessments to districts. The approval of an alternative standardized reading assessment must be based on whether the assessment meets the following criteria:

1. Internal consistency reliability coefficients of at least 0.80;
2. High validity evidenced by the alignment of the test with nationally recognized content standards, as well as specific evidence of content, concurrent, or criterion validity;
3. Norming studies within the last five (5) to ten (10) years, with norming within five (5) years being preferable; and,

4. Serves as a measure of grade three achievement in reading comprehension.

Districts may submit requests for the approval of alternative standardized reading assessments to be used as a good cause exemption for promotion to grade 4. Once an assessment has been 2 approved by the Department of Education, the assessment is approved for statewide use. The Department of Education shall approve the required percentile passing score for each approved alternative standardized reading assessment based on an analysis of Florida student achievement results. If an analysis is not feasible, students must score at or above the 50th percentile on the approved alternative standardized reading assessment. The earliest the alternative assessment may be administered for student promotion purposes is following administration of the grade 3 statewide English Language Arts Florida Standards Assessment. An approved standardized reading assessment may be administered two (2) times if there are at least thirty (30) days between administrations and different test forms are administered.

The table below lists approved alternate assessments and required percentiles at the publishing date of this TAP. For the current list of approved assessments, please refer to the Just Read, Florida! website, [www.fldoe.org/academics/standards/just-read-fl](http://www.fldoe.org/academics/standards/just-read-fl).

SAT-10	45 <sup>th</sup> percentile
Terranova	50 <sup>th</sup> Percentile
ITBS	50 <sup>th</sup> Percentile
NWEA MAP	50 <sup>th</sup> Percentile
STAR Enterprise	50 <sup>th</sup> Percentile (must use Enterprise version)
I-Ready	50 <sup>th</sup> Percentile (must use Table 6 from 2016-2017 Norms to determine percentile)
I-Station	50 <sup>th</sup> Percentile

(Rule 6A-1.094221, Florida Administrative Code (F.A.C.))

**C. STUDENT PORTFOLIOS FOR PROMOTION TO GRADE 4**

To promote a student using a student portfolio as a good cause exemption, there must be evidence that demonstrates the student’s mastery of the Language Arts Florida Standards in reading is equal to at least a Level 2 performance on the grade 3 statewide English Language Arts Florida Standards Assessment. Such evidence shall be an organized collection of the student’s mastery of the Language Arts Florida Standards that are assessed by the grade 3 statewide English Language Arts Florida Standards Assessment. The student portfolio must meet the following criteria:

1. Be selected by the student’s teacher,

2. Be an accurate picture of the student's ability and only include student work that has been independently produced in the classroom,
3. Include evidence that the standards assessed by the grade 3 statewide English Language Arts Florida Standards Assessment have been met. Evidence is to include multiple choice items and passages that are approximately sixty (60) percent literary text and forty (40) percent information text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district's/school's 3 adopted core reading curriculum that are aligned with the Language Arts Florida Standards or teacher-prepared assessments.
4. Be an organized collection of evidence of the student's mastery of the Language Arts Florida Standards that are assessed by the grade 3 statewide English Language Arts Florida Standards Assessment. For each standard, there must be at least three (3) examples of mastery as demonstrated by a grade of seventy (70) percent or above on each example, and,
5. Be signed by the teacher and the principal as an accurate assessment of the required reading skills.

The school principal shall review and discuss such recommendation with the teacher and make the determination as to whether the student should be promoted or retained. If the school principal determines that the student should be promoted, the school principal shall make such recommendation in writing to the district school superintendent. The district school superintendent shall accept or reject the school principal's recommendation in writing. (Rule 6A-1.094221, F.A.C., and Section 1008.25(6)(c)2, F.S.)

**D. SUMMER READING CAMPS**

Retained students must be provided intensive interventions in reading to ameliorate the student's specific reading deficiency and prepare the student for promotion to the next grade. These interventions must include participation in the school district's summer reading camp, which must incorporate evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district. Students participating in the school district's summer reading camp must be provided with a highly effective teacher as determined by the teacher's performance evaluation under section 1012.34, F.S., and, beginning July 1, 2020, the teacher must also be certified or endorsed in reading. (Section 1008.25(7), F.S.)

**E. SERVICES FOR STUDENTS PROMOTED TO GRADE 4 WITH A GOOD CAUSE EXEMPTION**

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:

1. A federally required student plan such as an individual education plan;
2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or
3. An individualized progress monitoring plan.

A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. The school district shall assist schools and teachers with the implementation of explicit, systematic, and multisensory reading instruction and intervention strategies for students promoted with a good cause exemption which 4 research has shown to be successful in improving reading among students who have reading difficulties. (Section 1008.25(4), F.S., and Section 1008.25(6)(b), F.S.)

**F. SERVICES FOR STUDENTS RETAINED IN GRADE 3**

Students retained in grade 3 must be provided with a highly effective teacher as determined by the teacher’s performance evaluation under section 1012.34, F.S., and, beginning July 1, 2020, the teacher must also be certified or endorsed in reading. These students must also be provided intensive interventions in reading to ameliorate the student’s specific reading deficiency and prepare the student for promotion to the next grade. These interventions must include:

1. Evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district.
2. Participation in the school district’s summer reading camp, which must incorporate the instructional and intervention strategies above.
3. A minimum of 90 minutes of daily, uninterrupted reading instruction incorporating the instructional and intervention strategies. This instruction may include:
  - a. Integration of content-rich texts in science and social studies within the 90-minute block.
  - b. Small group instruction.
  - c. Reduced teacher-student ratios.
  - d. More frequent progress monitoring.
  - e. Tutoring or mentoring.
  - f. Transition classes containing 3rd and 4th grade students.
  - g. Extended school day, week, or year.

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student’s difficulty, the areas of academic need, and strategies for providing academic supports to improve the student’s performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:

1. A federally required student plan such as an individual education plan;

2. A school-wide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or
3. An individualized progress monitoring plan.

Each school district shall establish at each school, when applicable, an intensive reading acceleration course for any student retained in grade 3 who was previously retained in kindergarten, grade 1, or grade 2. The intensive reading acceleration course must provide the following:

1. Uninterrupted reading instruction for the majority of student contact time each day and opportunities to master the grade 4 State Standards in other core subject areas through content-rich texts.
2. Small group instruction.
3. Reduced teacher-student ratios. 5
4. The use of explicit, systematic, and multisensory reading interventions, including intensive language, phonics, and vocabulary instruction, and use of a speech- language therapist if necessary, that have proven results in accelerating student reading achievement within the same school year.
5. A read-at-home plan. (Section 1008.25(7), F.S.)

#### **G. MID-YEAR PROMOTION OF RETAINED GRADE 3 STUDENTS**

Each school district shall implement a policy for the mid-year promotion of a student retained in grade 3 who can demonstrate that he or she is a successful and independent reader. Such mid-year promotions of retained grade 3 students should occur during the first semester of the academic year. To be eligible for mid-year promotion, a student must demonstrate that he or she:

1. Is a successful and independent reader as demonstrated by reading at or above grade level;
2. Has progressed sufficiently to master appropriate fourth grade reading skills; and,
3. Has met any additional requirements, such as satisfactory achievement in other curriculum areas, as determined by the policies of the district school board.

The criteria for students promoted on or before November 1 must provide a reasonable expectation that the student has mastery of grade 3 reading skills as presented in the English Language Arts Florida Standards. Evidence is as follows:

1. Satisfactory performance on locally selected standardized assessment(s) measuring English Language Arts Florida Standards;
2. Satisfactory performance on a state approved alternative assessment as delineated in State Board Rule 6A-1.094221, F.A.C., and described in Section B of this TAP; or
3. Successful completion of portfolio elements that meet the following requirements:
  - a. Be selected by the school district;
  - b. Be an accurate picture of the student's ability and only include student work that has been independently produced in the classroom;
  - c. Include evidence of mastery of the standards assessed by the grade 3 English Language Arts Florida Standards assessment. Evidence can include successful completion of multiple choice items and text-based responses, chapter or unit tests

from the district or school adopted core reading curriculum, or the state-provided third grade student portfolio. Portfolios should contain 50 percent literary and 50 percent informational texts.

- d. Be signed by the teacher and the principal as an accurate assessment of the required reading skills.

The criteria for students promoted after November 1 must provide a reasonable expectation that the student's progress is sufficient to master appropriate grade 4 level reading skills. These students must demonstrate proficiency levels in reading equivalent to the level necessary for the beginning of grade 4.

The Progress Monitoring Plan for any retained third grade student who has been promoted midyear to fourth grade must continue to be implemented for the entire academic year and if necessary for additional school years. (Section 1008.25(7), F.S., and Rule 6A-1.094222, F.A.C.)

## **H. REQUIRED PARENTAL NOTIFICATIONS**

For all students in kindergarten through grade 3, schools may not wait for a student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. A student who has a substantial reading deficiency must be covered by a federally required student plan, such as an individual education plan or an individualized progress monitoring plan, or both, as necessary. The parent of any student who exhibits a substantial deficiency in reading based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must be notified in writing of the following:

1. That his or her child has been identified as having a substantial deficiency in reading, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading.
2. A description of the current services that are provided to the child.
3. A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency.
4. That if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause.
5. Strategies, including multisensory strategies, through a read-at-home plan the parent can use in helping his or her child succeed in reading.
6. That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion and that additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and the school district in knowing when a child is reading at or above grade level and ready for grade promotion.
7. The district's specific criteria and policies for student portfolios and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A parent of a student in grade 3 who is identified anytime



during the year as being at risk of retention may request that the school immediately begin collecting evidence for a portfolio.

8. The district's specific criteria and policies for midyear promotion. Mid-year promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level. Additionally, each school district shall provide written notification to the parent of a student who is retained in grade 3 that his or her child has not met the proficiency level required for promotion and the reasons the child is not eligible for a good cause exemption. This notification must comply with the aforementioned notification for parents of a student with a substantial deficiency in reading and must include a description of proposed interventions and supports that will be provided to the child to remediate the identified areas of reading deficiency.

Section 1008.25(5)(a) F.S.

Section 1008.25(5)(c), F.S.

Section 1008.25(7)(b)(1), F.S.

## APPENDIX M: HOUSE BILL 7069 CHANGES TO ASSESSMENT, ACCOUNTABILITY AND STUDENT PROGRESSION

<https://info.fl DOE.org/docushare/dsweb/Get/Document-8139/DPS-2017-118.pdf>

House Bill 7069 was passed during the 2017 legislative session, signed into law by Governor Rick Scott and took effect on July 1, 2017. It enacts changes that impact assessment, accountability and student progression for schools and districts. Below is information regarding these changes listed by the section of the bill in which they are found. If there are questions about this information, please contact the appropriate staff member at the department, as indicated for each section.

**Section 27. (Contact: Jason Gaitanis; 850-245-9618; Jason.Gaitanis@fldoe.org)** Amends section (s.) 1008.34, Florida Statutes (F.S.), School grading system; school report cards; district grade, to:

- Require that students who transfer to a private school with which the district has a contractual relationship be included in the students' home school's graduation rate. District MIS Directors and Accountability Coordinators received information in a memo about the graduation rate corrections process about a new withdrawal code established to collect data so that this requirement can be implemented. This began with the 2016-17 graduation rate calculations.

**Section 28. (Contact: Jason Gaitanis; 850-245-9618; Jason.Gaitanis@fldoe.org)** Amends s. 1008.341, F.S., School improvement rating for alternative schools, to:

- Require that concordant scores be used in determining an alternative school's school improvement rating. The 2016-17 School Improvement Ratings were calculated with this change.

**Section 33. (Contact: Monica Verra-Tirado; 850-245-0941; Monica.Verra-Tirado@fldoe.org)** Amends s. 1003.4282, F.S., Requirements for a standard high school diploma, to make the following changes:

### Additions

- A district school board or charter school governing board may allow a student to satisfy the online course requirement by completing a blended learning course.
- A school district may not require a student to take a blended learning course outside of the school day or in addition to a student's courses for a given semester.
- The online course graduation requirement does not apply to a student who has an individual educational plan (IEP) under s. 1003.57, F.S., which indicates a blended learning course would be inappropriate.

### Deletions

- The requirement that a student selecting Algebra 2 must take the Algebra 2 End-of- Course (EOC) assessment and must have the results constitute 30 percent of the student's final course grade.

- The provision for the requirement for a student to pass a personal fitness competency test with a score of “C” or better if they satisfy the one-credit physical education requirement through participation in two full seasons of an interscholastic sport (junior varsity or varsity level).
- The provision that a student may satisfy the online course requirement by passage of an online content assessment without enrollment in or completion of the corresponding course or courses.

Districts will need to review and revise their pupil progression plans to incorporate the additions and deletions noted above, and to provide this information to students, parents and other interested stakeholders.

The 2017-2018 Secondary Student Progression Frequently Asked Questions resource is available on the Graduation Requirements webpage.

**Section 34. (Contact: Monica Verra-Tirado; 850-245-0941; Monica.Verra-Tirado@fldoe.org)** Amends s. 1003.4285, F.S., Standard high school diploma designations, to:

- Delete the requirement that a student must pass the Algebra 2 EOC statewide standardized assessment to earn a scholar diploma designation

**Section 35. (Contact: Vince Verges; 850-245-0513; Vince.Verges@fldoe.org)** Amends s. 1008.22, F.S., Student assessment program for public schools, to:

- Make the following changes that impact statewide assessment schedules and test administration. The updated 2017-18 statewide assessment schedule is posted on the department’s website at <http://fldoe.org/accountability/assessments/k-12-student-assessment/assessment-schedules.stml>.
  - Removes the provision for an Algebra 2 EOC assessment. The last test administration of the Algebra 2 EOC assessment was the spring 2017 test administration.
  - Requires that the statewide, standardized English Language Arts (ELA) and Mathematics assessments in grades 3 to 6 be delivered only in a paper-based format with a process that begins with the 2017-18 school year so that all such assessments are paper-based no later than the 2018-19 school year. There is no longer a requirement that the grade 3 ELA assessment be computer-based in 2017-18.
  - The testing windows and administration timeframes for the statewide assessments (excluding retake assessments) are now specified in s. 1008.22, F.S., and will be effective beginning in the 2018-19 school year, as follows:
    - The grade 3 ELA assessment and the Writing component of the ELA assessment for grades 4 through 10 cannot start earlier than April 1, and its window can be no more than two weeks.
    - All other paper-based assessments cannot start earlier than May 1, and their window cannot exceed two weeks.
    - All assessments not specified in the above bullets (i.e., any computer-based

assessments other than ELA Writing) must be administered within a four-week assessment window that opens no earlier than May 1.

- Assessments other than the grade 3 ELA assessment and the Writing component of the ELA assessment can only be administered no earlier than four weeks before the last day of school for the district. The bill analysis provided by legislative staff offers the following guidance: “[HB 7069] requires school districts to administer the assessments associated with a May 1 assessment window no earlier than four weeks before the last day of school for the district. In effect, this will require the last four weeks of a school district’s school year to overlap with the May 1 assessment windows to the extent necessary for all assessments in the district to be administered. This does not require the last four weeks of the school year to start with the May 1 assessment window; rather, school districts will have the flexibility to adjust their last day of school to provide sufficient time, based upon the district’s capacity and needs, to administer these assessments within their respective assessment windows.”
- The department’s publication requirement for the uniform assessment calendar is moved from August to January each year, beginning in 2018. By January 1, 2018, the department will publish the statewide assessment schedule in the uniform assessment calendar format for the 2018-19 and 2019-20 school years. The uniform assessment calendars will be sent to school district superintendents and district assessment coordinators and posted at <http://fldoe.org/accountability/assessments/k-12-studentassessment/assessment-schedules.shtml> on the department’s website. District requirements for publishing the uniform assessment calendar did not change.
- Make the following changes that impact the reporting of students’ assessment scores.
  - Statewide assessment results must be made available no later than June 30, except for the results for the grade 3 ELA assessment which must be available by May 31.
  - Districts must report district-required assessment results to teachers within 1 week of their test administration and to the student’s parents within 30 days after administering the assessments.
  - A new, more comprehensive student score report for the statewide assessments will be implemented. The new report format must contain an explanation of the student’s results; information identifying the student’s strengths and weaknesses; specific actions that can be taken and resources that can be utilized for improving areas of weaknesses; and longitudinal, comparative and predictive data for the student.
- Require the department to solicit cost proposals for releasing the grades 3-10 ELA and grades 3-8 Mathematics assessments in any procurement for such assessments, beginning with the next scheduled procurement. Assessments must be published on a triennial basis, based on a schedule determined by the commissioner. Each published assessment must have been administered during the most recent school year. The deadline for the initial publication of released statewide assessments is June 30, 2021, subject to legislative appropriation, and must at a minimum include grade 3 ELA and Mathematics, grade 10 ELA and the Algebra 1 EOC assessment. The department must publish materials on its website for understanding released statewide assessments.
- Clarify in adult education reporting requirements that secondary education subsequent to grade 8 refers to grades 9-12, not adult education.

**Section 36. (Contact: Jason Gaitanis; 850-245-9618; Jason.Gaitanis@fldoe.org)** Amends s. 1012.34, F.S., Personnel evaluation procedures and criteria, to make the following changes to the teacher evaluation system in Florida:

- Districts may choose, but are no longer required, to use the student growth measure adopted by the Commissioner in teacher evaluation systems. The law does still require that at least 1/3 of each teacher's evaluation is based upon three years (if available) of student performance data (either growth or achievement) for students taught by the teacher.
- The bill removes rulemaking requirements to establish performance-level standards based on the Commissioner's approved student learning growth model.

In addition to the above changes, the department is required to contract with a third party to develop a data visualization tool using the data from the Commissioner's approved student learning growth model (Florida's value-added model), to enable teachers to understand and evaluate data and to enable school administrators to improve instruction, evaluate programs, allocate resources, plan professional development and communicate with stakeholders.

**Section 37. (Contact: Vince Verges; 850-245-0513; Vince.Verges@fldoe.org)** Creates a new section of law to:

- Require the Commissioner to contract for an independent study to determine whether the SAT and ACT may be administered in lieu of the grade 10 ELA and Algebra 1 EOC assessments while continuing to meet federal requirements. The findings of the study are due to the Governor, President of the Senate, Speaker of the House and the State Board by January 1, 2018.

**Section 42. (Contact: Tammy Duncan; 850-850-245-0022; Tammy.Duncan@fldoe.org)** Amends s. 1008.345, F.S., Implementation of state system of school improvement and education accountability, to include the following reporting requirements:

- The commissioner must annually report to both the State Board of Education and Legislature recommended changes to state policy for fostering school improvement and education accountability. Additions to this report include:
  - Information contained in the district's annual report required under s. 1008.25(8), F.S. Components of the district's annual report are published in the PK-12 portal of the EDStats tool, which may be accessed at <https://edstats.fldoe.org>.
  - Intervention and support strategies effective in improving reading performance of students who are identified as having a substantial reading deficiency.

Changes listed here for this section of the bill are specific to reporting requirements for the annual report. For information about school improvement policies, please contact Melissa Ramsey at 850-245-0841 or [Melissa.Ramsey@fldoe.org](mailto:Melissa.Ramsey@fldoe.org).

## **APPENDIX N: GRADUATION REQUIREMENTS FOR DISPLACED PUERTO RICO HIGH SCHOOL STUDENTS**

<https://info.fldoe.org/docushare/dsweb/Get/Document-8138/DPS-2017-172.pdf>

We are excited and pleased to announce that we have confirmation for graduation requirements for displaced Puerto Rican high school juniors and seniors to substantially complete the Puerto Rico high school curriculum and earn a Puerto Rico high school diploma if they choose this option.

### **Eligible Students**

The Florida Department of Education (FDOE) will request that Florida public school districts provide students with an option to earn a Puerto Rico high school diploma if the student

- 1) is enrolled in a public school in Florida;
- 2) was enrolled in a public school in Puerto Rico;
- 3) has been displaced by Hurricane Maria; and
- 4) had attained the 11th or 12th grade in Puerto Rico by the time Hurricane Maria made landfall in October 2017.

Requirements for Earning a Puerto Rico High School Diploma for a Student Who is currently a junior or a senior in High School

- In order for a student to earn a high school diploma from Puerto Rico, the student must complete a minimum of 18 credits, 20 hours of occupational experiences (which may include mentoring, internship or work experience, or a combination thereof) and 40 hours of community service.
- The 18 credits required for a student to earn a Puerto Rico high school diploma must include the following:
  - Spanish – 3.0 credits
  - English – 3.0 credits
  - Mathematics – 3.0 credits
  - Social Studies – 3.0 credits
  - Science – 3.0 credits
  - Physical Education – 1.0 credit
  - Art – 0.5 credit
  - Health – 0.5 credit
  - Responsible Parenting – 0.5 credit (may also be satisfied with a Health Education or elective course)
  - Technology, Family Science, Agriculture or other elective – 0.5 credit.
- There are no specific courses required for the credits in mathematics, English, Science or Social Studies.
- There are no requirements for a student to earn a minimum grade point average or satisfy standardized assessment requirements.

### **Student Transcripts**

We will need to identify the process by which students may request official transcripts and a diploma from the Puerto Rico Department of Education. Until that process has been established, there is a process in place for establishing a student's progression plan that is outlined in State Board of Education Rule 6A1.09941, Florida Administrative Code. When a high school student transfers into a Florida public school, the credits and grades earned and offered for acceptance are based on official educational records. If a high school student from Puerto Rico transfers into a Florida public school without official educational records, then the receiving school determines grade-level placement based on the district student progression plan. Principals, in cooperation with faculty, take steps to assess the student's level of learning in the core content areas. An academic history is created based on student and parent interviews, assessments, teachers' consultation and other factors. The student is then placed in the most appropriate sequential course. Validation of credits established in the academic history is based, in part, upon performance during the first grading period. Please refer to questions and answers in the Guidance to School Districts of Enrolling Students Displaced by Hurricane Maria (pdf).

The Florida Department of Education is working collaboratively with the Puerto Rico Department of Education to ensure that student credit hours are accurately transferred. Further information will be forthcoming. In the meantime, any student choosing this option and transferring back to their school in Puerto Rico will not count in the denominator and/or adversely affect graduation rates. These students will be coded as "W3B – Any PK12 student who withdraws to attend a public school in another public school out-of-state or out-of-country." This code should be used for all students returning to Puerto Rico including seniors who are returning to receive their high school diploma.

## APPENDIX O: MULTI-TIERED SYSTEM OF SUPPORTS

Schools are required to utilize the district Multi-Tiered System of Support Plan for all students, including those students who fail to meet performance standards. The *Multi-Tiered System of Support Handbook* (located on our District Website) is designed to guide schools and teachers as they implement a Multi-Tiered System of Support for all students. The Multi-Tiered System of Support model requires that teachers monitor student data obtained through universal screening, formative progress monitoring and classroom assessment/observation throughout the year and implement interventions to meet student needs as identified by this data. According to House Bill 7069 "...students must be provided intensive explicit, systematic, and multisensory reading interventions" (F.S. 1001.215).

Students who need instructional intervention beyond what is provided universally for positive behavior or academic content areas are provided with targeted, supplemental interventions delivered individually or in small groups at increasing levels of intensity (tiers). Three Tiers describe the level and intensity of the instruction/interventions provided across the continuum:

### **Tier 1 - Core Universal Instruction and Supports**

General academic and behavior instruction and support designed and differentiated for all students in all settings

### **Tier 2 - Targeted Supplemental Interventions and Supports**

More focused, targeted instruction/intervention and supplemental support, in addition to and aligned with the core academic and behavior curriculum/instruction

### **Tier 3 - Intensive Individualized Interventions and Supports**

More focused, targeted *individualized* instruction/intervention and supplemental support, in addition to and aligned with the core academic and behavior curriculum/instruction

***The three Tiers are not used to describe categories of students, timelines, procedures, or specific programs.***



**APPENDIX P: REQUEST FOR ASSIGNMENT TO NEXT GRADE FOR GOOD CAUSE**

School Name: \_\_\_\_\_  
Student Name: \_\_\_\_\_ Student Number: \_\_\_\_\_  
Current Grade: \_\_\_\_\_

Record of Prior Retentions: \_\_\_\_\_  
Special Classes (i.e. ESOL, ESE): \_\_\_\_\_

**FSA RESULTS**

Reading: \_\_\_\_\_ Mathematics \_\_\_\_\_

**GRADES IN ACADEMIC SUBJECTS**

Lang. Arts \_\_\_\_\_ Reading \_\_\_\_\_ Mathematics \_\_\_\_\_

Social Studies \_\_\_\_\_ Science \_\_\_\_\_ Writing \_\_\_\_\_

**Checked below to indicate the area in which the above named student is eligible for assignment to the next grade as provided by the Student Progression Plan.**

- \_\_\_\_\_ 1. A student with limited English proficiency who has had less than two (2) years of instruction in an English for Speakers of Other Languages (ESOL) program based on the initial date of entry into a school in the United States and meets all other district promotion requirements;
- \_\_\_\_\_ 2. A student with a disability whose Individual Education Plan (IEP) indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule (Section 1008.212, F.S.);
- \_\_\_\_\_ 3. A student who demonstrates an acceptable level of performance on a district and State approved alternative standardized reading or English Language Arts assessment;
- \_\_\_\_\_ 4. A student who demonstrates, through a student portfolio, that he/she is reading on grade level as evidenced by demonstration of mastery of the English Language Arts Florida Standards tested in reading equal to at least a Level 2 performance. A student in grades 4-8 who demonstrates through a portfolio that promotion requirements have been met in other applicable subject areas;
- \_\_\_\_\_ 5. A student with a disability, who has been previously retained in the K-3 grade group, who participates in the FSA, and who has an Individual Education Plan (IEP) or a 504 plan that reflects that the student has received intensive remediation in reading or English Language Arts for more than 2 years but still demonstrates a deficiency in reading;
- \_\_\_\_\_ 6. A K-3 student who has received intensive remediation in reading for 2 or more years but still demonstrates a deficiency in reading and/or mathematics, and who was previously retained in the K-3 grade group for two or more years;
- \_\_\_\_\_ 7. A 4-8 student who has received intensive remediation in reading and/or mathematics for 2 or more years in the 4-8 grade group but still demonstrates a deficiency in reading and/or mathematics and who has previously retained for 2 or more years in the 4-8 grade group or combined retentions of 3 years in the K-8 grade group.

\_\_\_\_\_  
**Superintendent's Signature**

\_\_\_\_\_  
**Principal's Signature**

# Appendix Q: Standard Diploma Requirements

## Academic Advisement – What Students and Parents Need to Know

### What are the diploma options?

Students must successful complete on of the following diploma options:

- 24-credit standard diploma
- 18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL)
- Career and Technical Education (CTE) Pathway
- Advanced International Certificate of Education (AICE) curriculum
- International Baccalaureate (IB) Diploma curriculum

### What are the state assessment requirements?

Students must pass the following statewide assessments:

- Grade 10 English Language Arts (ELA) or a concordant score
- Algebra 1 end of course (EOC) or a comparative score

Refer to [Graduation Requirements for Florida's Statewide Assessments](#) for concordant and comparative scores.

Students enrolled in the following courses must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade\*:

- Algebra                      Geometry
- Biology 1                      U.S. History

\* Special Note: Thirty percent not applicable if not enrolled in the course but passed the EOC (credit acceleration program [CAP])

### What is the difference between the 18-credit ACCEL option and the 24-credit option?

- 3 elective credits instead of 8
- Physical Education is not required
- Online course is not required

### What is the difference between the CTE Pathway option and the 24 credit option?

- At least 18 credits are required
- 4 elective credits instead of 8
  - 2 credits in CTE courses, must result in completion and industry certification
  - 2 credits in work-based learning programs or up to 2 elective credits including financial literacy
- Physical Education is not required
- Fine and Performing Arts, Speech and Debate, or Practical Arts is not required
- Online course is not required

## 24 Credit Standard Diploma

4 Credits ELA
<ul style="list-style-type: none"> <li>• ELA 1, 2, 3,4</li> <li>• ELA honors, Advanced Placement (AP), AICE, IB and dual enrollment courses may satisfy this requirement</li> </ul>
4 Credits Mathematics*
<ul style="list-style-type: none"> <li>• One of which must be Algebra 1 and one of which must be Geometry</li> <li>• Industry Certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra 1 and Geometry)</li> <li>• An identified computer science** credit may substitute for up to one mathematics credit (except for Algebra 1 and Geometry)</li> </ul>
3 Credits Science
<ul style="list-style-type: none"> <li>• One of which must be Biology 1, two of which must be equally rigorous science courses</li> <li>• Two of the three required course credits must have a laboratory component</li> <li>• Industry Certifications that lead to college credit may substitute for up to one science credit (except for Biology 1)</li> <li>• An identified computer science** credit may substitute for up to one science credit (except for Biology 1)</li> </ul>
3 Credits Social Studies
<ul style="list-style-type: none"> <li>• 1 credit in World History</li> <li>• 1 credit in U.S. History</li> <li>• 0.5 credit in U.S. Government</li> <li>• 0.5 credit in Economics</li> </ul>
1 Credit Fine and Performing Arts, Speech and Debate, or Practical Arts*
1 Credit Physical Education*
<ul style="list-style-type: none"> <li>• To include the integration of health</li> </ul>
8 Elective Credits
1 Online Course
<p>Students must earn a 2.0 grade point average (GPA) on a 4.0 scale for all cohort years and pass statewide, standardized assessments unless a waiver of assessment results is granted by the IEP team for students with disabilities.</p>
<p>* Eligible courses are specified in the Florida Course Code Directory.                  **A computer science credit may not be used to substitute for both a mathematics and science credit.</p>

### Scholar Diploma Designation

In addition to meeting the 24-credit standard high school diploma requirements, a student must meet all of the following requirements:

- Earn 1 credit in Algebra 2 or an equally rigorous course
- Pass the Geometry EOC
- Earn 1 credit in Statistics or an equally rigorous mathematics course
- Pass the Biology 1 EOC\*
- Earn 1 credit in Chemistry or Physics
- Pass the U.S. History EOC\*
- Earn 2 credits in the same World Language
- Earn at least 1 credit in an AP, IB, AICE or a dual enrollment course

\* A student is exempt from the Biology 1 or U.S. History EOC assessment if the student is enrolled in an AP, IB, or AICE Biology 1 or U.S. History course; takes the respective AP, IB, or AICE assessment; and earns the minimum score to earn college credit.

### Merit Diploma Designation

- Meet the standard high school diploma requirements
- Attain one or more [industry certifications](#) from the list established (per s.1003.492,F.S.)

### What are the additional graduation options for students with disabilities?

Two additional options are available only to students with disabilities. Both allow students to substitute a CTE course with related content for one credit in ELA 4, mathematics, science and social studies (excluding Algebra 1, Geometry, Biology 1 and U.S. History).

The two options are as follows:

- Students with significant cognitive disabilities may earn credits via access courses and be assessed via an alternate assessment
- Students who choose the academic and employment option must earn at least 0.5 credit via paid employment

### What is the CAP?

The CAP allows a student to earn high school credit if the student passes an AP examination, a College Level Examination Program (CLEP) or a statewide course assessment without enrollment in the course.

- Algebra 1
- Biology 1
- Geometry
- U.S. History

### State University System (SUS)

Admission into Florida's public universities is competitive. Prospective students should complete a rigorous course of study in high school and apply to more than one university to increase their chance for acceptance. To qualify to enter one of Florida's public universities, a first-time-in-college student must meet the following minimum requirements (credit earned by industry certification does not count for SUS admission):

- High school graduation with standard diploma, a minimum of a 2.5 GPA, and admission test scores meeting minimum college-ready test scores per Board of Governors (BOG) Regulation 6.008
- 16 credits of approved college preparatory academic courses per BOG Regulation 6.002
- 4 English (3 with substantial writing)
- 4 Mathematics (Algebra 1 level and above)
- 3 Natural Science (2 with substantial lab)
- 3 Social Science
- 2 World Language (sequential, in the same language or other equivalents)
- 2 approved electives

[State University System of Florida](#)

### The Florida College System

The 28 colleges of the Florida College System serve nearly 800,000 students. Colleges offer affordable and stackable workforce credentials including certificate programs, associate in science degrees and associate in art degrees, which transfer to a bachelor's degree program. Many colleges also offer workforce bachelor's degree programs in areas of high demand. All Florida College System institutions have open-door admissions for students who earned a standard high school diploma or an equivalent diploma or successfully earned college credit.

[Florida College System](#)

### Career and Technical Colleges and Center

Florida also offers students 49 accredited career and technical colleges or centers throughout the state, which provide the education and certification necessary to work in a particular career or technical field. Programs are flexible for students and provide industry-specific education and training for a wide variety of occupations.

[Career and Technical Education Directors](#)

### Where is information on financial aid located?

The Florida Department of Education's Office of Student Financial Assistance administers a variety of postsecondary educational state-funded grants and scholarships.

[Office of Student Financial Assistance](#)



VERIFICATION OF RESIDENCE

(Families Residing With Other Families)

OFFICE USE ONLY (check one)
Initial Application \_\_\_\_\_
Re-Application \_\_\_\_\_

FLORIDA STATUTES 837.06 PROVIDES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE.

TO BE COMPLETED BY PARENT/LEGAL GUARDIAN

PART A: I \_\_\_\_\_, hereby swear/attest that my child, \_\_\_\_\_ (Parent/Legal Guardian) \_\_\_\_\_, and I are currently residing with \_\_\_\_\_ (Child's Name) \_\_\_\_\_ (Homeowner/Lessee Name) whose legal Gadsden County residence is \_\_\_\_\_ (Street Address) \_\_\_\_\_ (City) \_\_\_\_\_ (Zip Code) This verification of residency is necessary to attend \_\_\_\_\_ (School Name)

I understand that falsification of this information may lead to the immediate withdrawal of my child from this school. I also understand that this form is valid for one (1) school year ONLY and it is my responsibility, as parent, to renew this form with child's school no later than May 31st for the next school year. Note: Any student's residence information not renewed by the time allotted will be withdrawn from school until residence information is verified.

Note: A copy of two of the following items must be attached: A valid Florida Driver's License (or DMV picture ID), voter registration, or auto registration with the Gadsden County street address shown above.

\_\_\_\_\_  
(Parent/Legal Guardian Signature) \_\_\_\_\_ (Date)

TO BE COMPLETED BY HOME OWNER/LESSEE

PART B: I \_\_\_\_\_, hereby swear/attest that the above (Legal Gadsden County Resident) statement is true and accurate and the above named individuals are indeed residing at my permanent residence.

Note: A copy of a warranty deed or homestead exemption or lease, a copy of a current electric bills, plus one of the following current documents must be attached: voter's registration, auto registration, valid Florida Driver's License (or DMV picture ID), each showing the Gadsden County street address as evidence of residence.

\_\_\_\_\_  
(Print Name) \_\_\_\_\_ (Signature) \_\_\_\_\_  
\_\_\_\_\_  
(Street Address) \_\_\_\_\_ (City, State, Zip Code) \_\_\_\_\_  
\_\_\_\_\_  
(Home Telephone Number)

PART C: NOTARY

State of \_\_\_\_\_ County of \_\_\_\_\_  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
respectfully, who are personally known by me or produced identification,  
\_\_\_\_\_ and \_\_\_\_\_,  
Notary Signature \_\_\_\_\_  
ATTENTION: Individuals from Part A and Part B must appear before you jointly with the proper identification.