

AGENDA

REGULAR SCHOOL BOARD MEETING

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

June 28, 2022

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

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

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**
 - a. May 24, 2022, 4:30 p.m. – School Board Workshop
 - b. May 24, 2022, 6:00 p.m. - Regular School Board Meeting
 - c. May 27, 2022, 5:00 p.m. - Special School Board Meeting
 - d. May 31, 2022, 1:00 p.m. – Student Expulsion Hearing
 - e. May 31, 2022, 2:00 p.m. – Student Expulsion Hearing

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) – **SEE PAGE #5**
 - a. Personnel 2021 - 2022
ACTION REQUESTED: The Superintendent recommends approval.
 - b. Personnel 2022- 2023
ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

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

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Agreement between the School Board of Gadsden County and Eric Rodriguez, DBA Lamier Technical Services – **SEE PAGE #10**

Fund Source: General Fund

Amount: \$55,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Renewal of Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, L.L.C. – **SEE PAGE #15**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- d. Articulation Agreement 2022 – 2023 GCSB and FAMU – **SEE PAGE #28**

Fund Source: FEFP Dollars

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- e. The Agency for Health Care Administration and The Gadsden County School District – **SEE PAGE #41**

Fund Source: N/A

Amount: Based on Medicaid Billing Reimbursement

ACTION REQUESTED: The Superintendent recommends approval.

- f. Florida State University (FSU) Multidisciplinary Services 2022 – 2023 School Year – **SEE PAGE #46**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- g. Panhandle Area Educational Consortium (PAEC-FL VS FRANCHISE)
Contract Agreement – **SEE PAGE #51**

Fund Source: FEFP Dollars
Amount: Undetermined – based upon enrollment

ACTION REQUESTED: The Superintendent recommends approval.
 - h. K12 Florida LLC Virtual School Agreement – **SEE PAGE #56**

Fund Source: FEFP Dollars
Amount: Undetermined – based upon enrollment

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

Case #88-2122-0231

ACTION REQUESTED: The Superintendent recommends approval.
9. SCHOOL FACILITY/PROPERTY
- a. Purchase Order Request for Brooks Building Solutions, Inc. – **SEE PAGE #98**

Fund Source: 1100E 8100 3500 9020 10005
Amount: \$95,696.00

ACTION REQUESTED: The Superintendent recommends approval.
 - b. Purchase Order Request for Mark’s Lawn Maintenance, Inc. – **SEE PAGE #124**

Fund Source: 1100E 8100 3500 0051 31000 00000 00000 (Gadsden County HS)
1100E 8100 3500 0052 31000 00000 00000 (West Gadsden MS)
1100E 8100 3500 0091 31000 00000 00000 (Havana Magnet)
Amount: \$20,800.00 for Gadsden County HS
\$20,800.00 for West Gadsden MS
\$3,900.00 for Havana Magnet

ACTION REQUESTED: The Superintendent recommends approval.
 - c. Architectural and Professional Services Continuing Services Contract
SEE PAGE #128

Fund Source: determined on a project by project basis
Amount: determined on a project by project basis

ACTION REQUESTED: The Superintendent recommends approval.

- d. Contract for Continuing Services for Roofing and Roofing Repairs
SEE PAGE #141

Fund Source: General Fund and Capital Projects Fund
Amount: Varies by project

ACTION REQUESTED: The Superintendent recommends approval.

- e. RFP 2022-0002 Pre-Qualification of Construction Managers for Capital Projects – **SEE PAGE #175**

Fund Source: Varies Identified Per Project
Amount: Budgeted by Project within Available Revenues

ACTION REQUESTED: The Superintendent recommends approval.

10. EDUCATIONAL ISSUES

- a. Medical Physicals 2022 – 2023 – **SEE PAGE #207**

Fund Source: 110
Amount: \$7,200.00

ACTION REQUESTED: The Superintendent recommends approval.

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

- a. Approval of Revised Job Descriptions (Director of Adult Career and Technical Education) – **SEE PAGE #210**

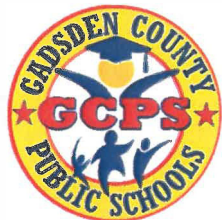
Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

THE SCHOOL BOARD OF GADSDEN COUNTY



"Putting Children First"

35 Martin Luther King, Jr. Blvd
 Quincy, Florida 32351
 Main: (850) 627-9651 or Fax: (850) 627-2760
 www.gadssdenschools.org

Elijah Key, Jr.
Superintendent
 keye@gcpsmail.com

June 28, 2022

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

Dear School Board Members:

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

Item 6A Instructional and Non-Instructional Personnel 2021-2022

Item 6B Instructional and Non-Instructional Personnel 2022-2023

The following reflects the total number of full-time employees in this school district for the 2022-2023 school term, as of June 28, 2022.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees June 2022</u>
Classroom Teachers and Other Certified	120 & 130	252.00
Administrators	110	56.00
Non-Instructional	150, 160, & 170	343.00
		<u>651.00</u>
Part Time Instructional		8.00
Part Time Non Instructional		8.00
Total		<u>16.00</u>
100% Grant Funded		143.00
Split Grant Funded		19.00
Total Grant Funded of 651 Employees		<u>177.00</u>

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 2021/2022

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jackson-Clark, Priscilla	GCHS	Secretary	06/13/2022
Lewis, Denatra	District	Assistant Director of Finance	06/06/2022
Moore, Rondarius	SSES	Custodial Assistant	05/31/2022

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

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Basford, Marilyn	HMS	Educational Paraprofessional	06/10/2022
Combs, Eugenia	CPA	Teacher	06/09/2022
Daniels, Yakesia	SSES	Teacher	06/09/2022
Jackson, Hilda	District	Program Specialist	06/30/2022
Jackson-Clark, Priscilla*	SSES	Educational Paraprofessional	06/10/2022
James, Alexander	JASMS	Teacher	06/09/2022
Johnson, Charsie	PreK/Head Start	PreK Program Assistant	06/06/2022
Liles, Mark	GCHS	Attendance Assistance	06/09/2022
McKinnon, Caroline	District	Coordinator of Assessment	06/30/2022
Miller, Sierra	JASMS	Teacher	06/09/2022
Rispress, Devin	GCHS	Attendance Assistant	06/10/2022
Robinson, Shamar	PreK/Head Start	PreK Program Assistant	06/10/2022
Shannon, Keysha	HMS	Custodial Asssitant	06/17/2022
Valencia, Kayla	GCHS	Teacher	06/09/2022
Watson, Deondra	PreK/Head Start	Hippy Coordinator	06/30/2022
Williams, Whitney	JASMS	SFS Worker	06/08/2022

*Resigned to accept another position within the District

<u>LEAVE</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Effective Date</u>
Carroll, April	SSES/SFS Worker	04/08/2022	05/02/2022
James, Felicia	CPA/Secretary	05/18/2022	06/30/2022

<u>DROP RETIREMENT</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Cogman, Hattie	JASMS	SFS Worker	06/08/2022
Walker, Faybrena	GCA	Teacher	06/30/2022

<u>RETIREMENT</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Bradley, Kathy	SSES	Teacher	06/09/2022
Nogowski, John	GCHS	Teacher	06/09/2022

AGENDA ITEM 6B INSTRUCTIONAL AND NON INSTRUCTIONAL 2022/2023

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

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Eason, Diane	JASMS/Ed. Paraprofessional	GWM/Ed Paraprofessional	08/02/2022
Esland, Sheronda	SSES/Ed Paraprofessional	WGMS/Ed Paraprofessional	08/02/2022
Garrett, Blake	WGMS/Teacher	GCHS/School Counselor	08/02/2022
Green, Kimi	SSES/Teacher	GWM/Teacher	08/02/2022
Jackson, Laterica	CPA/SFS Worker	GBES/SFS Worker	08/09/2022

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2022/2023

DISTRICT

Bryant, Mathew	District	Safety and Security Specialist
Denson, Valencia	PreK/Headstart	Supervisor, Early Childhood
Gay, Gerald	Transportation	Director, Transportation
Hunter, William	Maintenance	Director, Facilities
Jackson, Sonya	District	Director, Human Resources
Jackson, Sylvia	District	Assistant Superintendent
Lewis, Denatra	District	Assistant Director, Finance
Mays, Laclarence	District	Director, Finance
McGriff-Farlin, Tammy	District	Assistant Superintendent
Robinson, Lisa	District	Director, Elementary Education
Saxton, Thomas	Gadsden Technical College	Director, Adult/Vocational Education
Thomas, Jeanette	District	Director, Federal Programs
Wiggins, Sheantika	District	Director, Media and Technology
Dennis, Wytonia	Finance	Chief Account Clerk

**SCHOOL LEVEL
ADMINISTRATION**

Akins, Zola
Black, O'Hara
Cummings, Kimberly
Davis, Allysun
Floyd, Camry
Franklin, Chelsea
Frazier-Lee, Laronda
Galloway, Tireshia
Germany, Christopher
Green, Thaddius
Hankerson, Latoyer
Hickman, Thelma
Jackson, Willie
Jones, Pamela
Jones, Valarie
Kirkland, Germaine
Moore, Stephanie
Pitts, Stephen
Riggins, Sandra
Shaffer, Deborah
Sneed, Jr. Michael
Solz, Brooke
Williams, Shannon

INSTRUCTIONAL AC

Adams, Tracy
Borra, Samyuktha
Caras, Anna
Mallepogu Reuben, Bennet Robinson
Martin, Marsha
Mathew, Sancho
Mercado, Mayo
Miles, Krystal
Nallathambi Sarasam, Prathap Singh
Sailor, Dalis
Starks, Tammy
Terrelonge, Kevin

Social Worker

Leath, Kimberly

NON INSTRUCTIONAL NP

Educational Paraprofessional

Brown, Vernita*

Bus Aides

Jackson, Rosemary*
Jessie, Cassandra*

Custodial Assistant

Gordon, Stenet*
Kenon, Geraldine
Munroe, Lisa

NON INSTRUCTIONAL NA

Educational Paraprofessionals

Hussein, Frederick
Moore, Rondarius

Cusstodial Assistant

Herring, Joyce

Maintenance

Holloway, Lucius

*correction from 05/27/22 Board Letter

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: June 28, 2022

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

DIVISION: Finance Department

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

Action	Date	Description
Board Meeting	July 19, 2022	Superintendent sends the tentative budget to the Board for approval and Board approves tentative budget for advertising
Newspaper Ads	July 20, 2022	School District advertises its intent to adopt a tentative budget and millage rates, including proposed millage for capital outlay projects
Board Meeting	July 28, 2022	Public hearing on the tentative budget and millage, adopting the tentative millage rates and tentative budget and publicly announcing the percentage the millage rates exceed the roll-back rate, if applicable
Board Meeting	September 8, 2022	Hold a public hearing on the final budget and millage rates. Approve AFR for submission to the FDOE

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

PREPARED BY: LaClarence Mays

POSITION: Budget Manager

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Agreement between the School Board of Gadsden County and Eric Rodriguez, DBA Lamier Technical Services.

DIVISION: K-12 Education

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

PURPOSE AND SUMMARY OF ITEM:

The contractor will provide professional computer technology support and maintenance for digital equipment and systems. Contract will also include oversight, operation and staff training to include Tru-Time time and attendance devices, interactive devices such as panels, scheduling boards and other classroom equipment and peripheral devices. The contractor shall receive assignments from the Assistant Superintendent for Academic Services, Director of Federal Programs, Director of Media and Technology, and the Superintendent to ensure maintenance and superior operation of all district-owned digital equipment for Title I schools.

FUND SOURCE: General Fund

AMOUNT: \$55,000

PREPARED BY:  Tammy McGriff, EdS/Dr. Sheantika B. Wiggins

POSITION: Assistant Superintendent for Academic Services/Director Media & Technology

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

School Board of Gadsden County, Florida
RENEWABLE CONTRACTUAL
AGREEMENT
Fiscal Years: 2022-2023

This contractual AGREEMENT is made between the School Board of Gadsden County, Florida, a school district, referred to as the "RECIPIENT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King, Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Eric Rodriguez, DBA Lamier Technical Services a for-profit CONTRACTOR organized and existing with its principal place of operations at 9950 Hosford Hwy. Quincy. Florida 32351, herein referred to as "CONTRACTOR". The CONTRACTOR is a provider of services to meet the needs of a federal award, not a sub-recipient of the RECIPIENT. The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and RECIPIENT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The RECIPIENT agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the functions as outlined in the Scope of Services below. The CONTRACTOR understands and agrees that all services are to be secured and implemented solely by the CONTRACTOR and no subcontractor will be assigned as a CONTRACTOR without the prior written consent of the RECIPIENT. **The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for Title I, Part A Basic.**

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR has agreed to provide the RECIPIENT with professional technical support for all types of digital equipment and systems, including but not limited to: digital devices for classrooms in Title I schools, laser operation, 3-D printers, system design, operation, imaging, software installation, troubleshooting, deployment and maintenance of school system digital technology, networks, sound and video and other digital systems throughout school sites. The CONTRACTOR, also agrees to be responsible for oversight, operation, and training of staff for the operation of Tru-Time attendance systems, interactive televisions, scheduling boards, and other classroom equipment and technologies. The CONTRACTOR shall receive assignments collaboratively from the Area Director of Academic Services, the Director of Federal Programs, Director of Media and Technology, and the Superintendent to ensure maintenance and superior operation of all district-owned digital equipment for Title I schools. The CONTRACTOR will submit a time and effort sheet through established deliverables, to document on-call time and scheduled site visits. The CONTRACTOR agrees to meet with any district personnel requested by RECIPIENT to ensure that work is responsive to district needs.

The CONTRACTOR agrees that all data relating to RECIPIENT'S business affairs and other information identified as confidential by RECIPIENT remain confidential information of the RECIPIENT. Any other information identified as confidential by CONTRACTOR, is confidential information of CONTRACTOR. Each party shall use confidential information of the other party which is disclosed to it only for the purposes of this contract and shall not disclose such confidential information to any third party, without the other party's prior written consent, other than to each other's employees on a need-to-know basis.

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on July 1, 2022 and end on June 30, 2023 contingent upon the approval by school board and contingent upon approval and funding by the Florida Department

of Education. The contract may be renewed annually for up to five (5) years by written agreement between the CONTRACTOR and the RECIPIENT based on Superintendent, School Board, and supervisors' approval; satisfactory performance; and available funding.

ARTICLE 4. DEFINITIONS

Term	Definition
Advance	Means a payment made by Treasury check or other appropriate payment mechanism to a CONTRACTOR or CONTRACTOR upon its request either before outlays are made by the CONTRACTOR or through the use of predetermined payment schedules.
Award	Means financial assistance that provides support or stimulation to accomplish a public purpose.
CONTRACTOR	Means the legal entity to which a sub-award is made and which is accountable to the RECIPIENT for the use of the funds provided.
Date of Completion	Means the date on which all work under an award or sub-award is completed or the date on the award document, or any supplement or amendment thereto, on which Federal sponsorship ends.
Project costs	Means all allowable costs, as established in the applicable Federal cost principles, incurred by a RECIPIENT and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	Means the period established in the award document during which Federal sponsorship begins and ends.
RECIPIENT	Means an organization receiving financial assistance directly from the Department of Education to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations such as, but not limited to, community action agencies, research institutes, educational associations, and health centers.
Renewal	Means a continuation of the contract on an annual basis for up to three years based on continued satisfactory performance, approval of immediate supervisor, approval of senior district leadership and school board, and contingent upon available funding
Sub-award	Means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a RECIPIENT to an eligible CONTRACTOR or by a CONTRACTOR to a lower tier CONTRACTOR. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "award". The CONTRACTOR is not a sub-recipient of federal dollars.
Termination	Means the cancellation of award, in whole or in part, under an agreement at any time prior to the date of completion
Working Capital	Means a procedure whereby funds are advanced to the RECIPIENT to cover its estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

This is a professional services contract not to exceed the amount of \$55,000 (fifty-five thousand dollars) for responsibilities as outlined in this contract. In consideration for the work performed by CONTRACTOR, the RECIPIENT shall pay the CONTRACTOR at \$4,583.33 monthly in support of the period that the invoices cover. The CONTRACTOR will submit time and effort

logs to the Director of Media and Technology to document services provided. Quarterly deliverables will be submitted to the Area Director of Academic Services and the Federal Programs Director. In full and complete compensation for all services provided by CONTRACTOR under this AGREEMENT, the RECIPIENT shall pay to Lamier Technical Services, LLC the total amount of \$55,000 for services rendered as described under the Scope of Services and detailed in the Deliverables. Checks will be made payable to Lamier Technical Services, LLC and will be sent to the agency office.

(b). The CONTRACTOR shall not pledge the RECIPIENT'S credit or make the RECIPIENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c). Total cost of the AGREEMENT is \$55,000.

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the designated time period cited above subject to review as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with no more than thirty (30) days written notice specifying the effective termination date. Upon termination, the district shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the AGREEMENT prior to termination. Upon termination, all finished or unfinished documents and other material related to these services shall become the property of the RECIPIENT.

ARTICLE 8. AMENDMENTS

Any changes must be mutually agreed upon in writing by the Assistant Superintendent of Academic Services, Director of Media and Technology, the Director of Federal Programs, the Superintendent, and the designee from Lamier Technical Services. Written amendments will be incorporated into this AGREEMENT, as necessary.

ARTICLE 9. PERSONNEL and LEVEL 2 CLEARANCE

Pursuant to Florida Statutes 1012.465 Background screening requirement for certain non-instructional school district employees and contractors - non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32 F.S. Contractual personnel shall include any vendor, individual or entity under contract with the school board. The CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act as described in this article. The CONTRACTOR will work cooperatively with all district employees.

ARTICLE 10. NONDISCRIMINATION AND COMPLIANCE

During the performance of this contract, the CONTRACTOR agrees to work in an environment free from all forms of discrimination. The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, disability, marital status, sexual orientation, veteran status, or age in the performance of work.

ARTICLE 11. ADMINISTRATION OF AGREEMENT

(a) The CONTRACTOR'S contract administrator and contact is Mr. Eric Rodriguez, DBA Lamier Technical Services, LLC and/or his designee.

(b) The RECIPIENT'S contract administrators and contacts are Dr. Sheantika Wiggins, Director of Media and Technology and Ms. Tammy McGriff, Director of Federal Programs and/or their designees.

(c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.

(d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 12. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, prior negotiations, offers, representations or agreements on this subject made by either party, their agents or employees.

CONFLICT OF INTEREST: For the duration of this AGREEMENT, the CONTRACTOR pledges that he does not have any conflict of interest. He is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with his ability to fulfill the terms of the AGREEMENT.

ARTICLE 13, DISPUTES, CONFLICTS, and ENFORCEMENT

It is mutually agreed and understood that this contract shall be governed by the laws of the State of Florida, both as to interpretation and to performance, and that any action at law, suit in equity, or judicial proceeding for the enforcement of this contract, or any provision thereof, shall be instituted and maintained in any court of competent jurisdiction in Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County. Pending final determination of any dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of this contract. This contract shall be construed and interpreted solely in accordance with the laws of the State of Florida without giving effect to the conflicts of laws or provisions thereof. Conflicts of law contained in any part of this contract shall not warrant the entire contract as voided.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Mr. Eric Rodriguez, OBA Lamier Technical Services, LLC have executed this AGREEMENT.

Mr. Eric Rodriguez, DBA
Lamier Technical Services, LLC

Date

Mr. Elijah Key
Superintendent of Schools

Date

Mr. Leroy McMillian
Chairman, Gadsden County School Board

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Renewal of Capital Health Plan, In., World Class Schools of Leon County, Inc., and Titus Sports Academy, L.L.C.

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

This annual agreement allows CHP Champions to work with Gadsden County School District students and employees to provide before, during, and after-school fitness and exercise programs.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Dr. Sylvia R. Jackson

POSITION: Assistant Superintendent for Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 12

CHAIRMAN'S SIGNATURE: page(s) numbered 12

REVIEWED BY:  6/15/22

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, CAPITAL
HEALTH PLAN, INC., WORLD CLASS SCHOOLS OF LEON COUNTY, INC.,
and TITUS SPORTS ACADEMY, L.L.C**

This Agreement is entered into this _____ day of _____, 2022, by and between the School Board of Gadsden County, Florida; Capital Health Plan, Inc., a Florida Corporation, not for profit; World Class Schools of Leon County, Inc., a Florida Corporation, not for profit, and a unit of the Greater Tallahassee Chamber of Commerce; and Titus Sports Academy, LLC. The School Board of Gadsden County, Florida, Capital Health Plan, Inc., World Class Schools of Leon County, Inc., and Titus Sports Academy, LLC are collectively referred to as “the Parties.” The term “Party” shall be the singular of “Parties.”

Recitals

WHEREAS, the School Board of Gadsden County, Florida (“SBGC”) is the governing body of the Gadsden County School District (“District”); and

WHEREAS, Capital Health Plan (“CHP”) is a Florida Corporation, not for profit and a federally qualified non-profit health maintenance organization created to provide comprehensive and coordinated medical care in Calhoun, Gadsden, Jefferson, Leon, Liberty and Wakulla counties; and

WHEREAS, World Class Schools of Leon County, Inc., is a Florida Corporation, not for profit, and a unit of the Greater Tallahassee Chamber of Commerce (“WCS”), created to involve business and civic leaders in the attainment of the highest levels of academic achievement in the District; and

WHEREAS, Titus Sports Academy, LLC (“Titus”), provides sports training in the Tallahassee, Leon County area and throughout the State of Florida; and

WHEREAS, CHP and Titus have partnered together to offer a physical fitness and exercise program to students and staff in the District and surrounding counties, hereinafter known as the *CHP Champions* program; and

WHEREAS, CHP and Titus have engaged WCS to implement the *CHP Champions* program, whereby funds provided by CHP to WCS will be utilized to implement the *CHP Champions* program through the services of Titus; and

WHEREAS, the *CHP Champions* program is designed to help participants improve their health, fitness, and self-confidence through physical activity and

play for 45 minutes twice weekly, and additionally focuses on self esteem building through mastery of physical skills and positive coaching techniques; and

WHEREAS, over the past seventeen years of its existence, the *CHP Champions* program has expanded its operations both within Leon County and the surrounding county area (“Big Bend area”); and

WHEREAS, the Parties desire to enter into a contractual relationship reflecting the Parties’ respective responsibilities regarding the implementation and operation of the *CHP Champions* program in the District for the 2022-2023 school year which starts July 1, 2022 and ends June 30, 2023, which start and end dates for implementation of the program are to be agreed upon by Titus and WCS, after consultation with SBGC.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, SBGC, CHP, WCS, and Titus do hereby mutually agree to the following terms and conditions below:

1. **Purpose**

1.1 The purpose of this Agreement is to define the roles, relationships and responsibilities of the Parties as each relate to the *CHP Champions* program, which is operated and implemented exclusively by WCS and Titus.

1.2 The *CHP Champions* program will provide before, during, and after-school fitness and exercise programs for SBGC students and may also provide before and after-school fitness and exercise programs for employees. All programs, with the exception of the during-school student programs, shall be voluntary for participants.

2. **SBGC Rights and Responsibilities**

2.1 SBGC will permit Titus to use its school sites as the location for the provision of the *CHP Champions* program, provided that Titus adheres to all applicable state statutes, state rules and board policies regarding the use of school facilities.

2.2 SBGC will assist in making the *CHP Champions* program available to District students in accordance with the terms set forth by the school site administrators.

2.3 SBGC will maintain a copy of each executed release obtained by Titus for each District student enrolled in the *CHP Champions* program.

2.4 Level II background screenings will be performed on all Titus staff involved in the *CHP Champions* program, in accordance with Leon County School policy 2.021 and applicable state law, upon payment of the required fee. Titus shall ensure that all employees, contractors or assignees submit to Level II background checks, as set forth in section 5.6, below.

2.5 SBGC will review all manuals, program rules and guidelines, safety protocols and forms related to the *CHP Champions* program.

2.6 SBGC will prepare and require compliance with a District security and operations manual for the *CHP Champions* program, which manual shall provide guidelines on maintaining safe and secure school sites, use and/or non-use of school recreational equipment, etc., which will be available during the *CHP CHAMPIONS* Coach Certification.

2.7 SBGC agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the *CHP Champions* program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents involving said employees and arising from these duties that may constitute grounds for a worker's compensation claim, an unemployment compensation claim, or which may be subject of a wage and hour determination, shall be covered exclusively by Titus pursuant to employees acting within the scope, responsibility and duty of employment. In the event a governmental entity (other than SBGC), court, or administrative panel make a determination under any state or federal law that SBGC is, singularly or jointly, the employer for these employees, Titus will indemnify, hold harmless and/or defend SBGC.

3. **CHP Responsibilities.**

3.1 CHP shall provide funds to WCS for the implementation of the *CHP Champions* program in accordance with the approved budget and including an administration fee of \$27,000 payable from CHP to WCS at the rate of \$2,250 per month. CHP will work in coordination with WCS and Titus in developing and maintaining an annual budget for the program. Any changes to the budget after approval must be

agreed upon in writing by CHP, Titus and WCS.

3.2 CHP shall ensure that all student records and/or personal health information disclosed to and/or used by it, in accordance with a properly executed release, is not improperly disclosed to any third party in violation of SBGC policy, or state or federal law, and shall protect such student information in accordance with section 8 of this Agreement.

4. **WCS Responsibilities.**

4.1 WCS shall act as the fiscal agent and contract manager for CHP, and shall utilize the funds provided to it by CHP to support and fund the operations of the *CHP Champions* program in accordance with this Agreement. This will include, but not limited to, the following:

- a. Developing and maintaining an annual budget for the *CHP Champions* program in coordination with CHP and Titus; any changes to the budget after approval must be agreed upon in writing by CHP, Titus and WCS.
- b. Disbursing CHP funds necessary to administer the *CHP Champions* program in accordance with this agreement and the annual budget;
- c. Providing monthly financial statements, which detail all receipts and expenditures, to the Chief Financial Officer of CHP;
- d. Providing quarterly financial reports, in a format agreed upon by WCS and SBGC, to the *CHP Champions* Advisory Committee; Ensuring that SBGC and the principal of each school in which the CHP Champions program is being administered are involved in student recruitment and scheduling;
- e. Ensuring that Titus documents successful completion of Level II background screening requirements by each staff member prior to contact with SBGC students;
- f. Ensuring that Titus maintain Commercial General Liability insurance, as set forth in section 5.8 of this Agreement, and that Titus provides the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the

insurance company documenting proof of annual payment) for the current policy period;

- g. Ensuring that Titus maintain workers compensation/employers liability insurance, as set forth in section 5.9 of this Agreement, and that Titus provides the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment) for the current policy period; Ties to maturity date of policy Titus agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the CHP Champions program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents arising from these duties that might constitute grounds for a Worker's Compensation claim would be covered under the Worker's Compensation policy provided by Titus and referenced in section 5.9. pursuant to employees acting within scope, responsibility and duty of employment.

4.2 WCS shall disburse the designated funds it receives from CHP as necessary to support and fund the goals and related outcomes of the *CHP Champions* program.

4.3 WCS shall ensure that all student information disclosed to and/or used by it, in accordance with a properly executed release, is not improperly disclosed to any third party in violation of SBGC policy, or state or federal law, and shall protect such student information in accordance with section 8 of this Agreement.

4.4 WCS shall coordinate *CHP Champions* Advisory Committee meetings. In addition, WCS may also assist in preparing an annual report.

4.5 WCS shall provide any assistance reasonably requested by Titus in the implementation and operation of the *CHP Champions* program.

5. **Titus Responsibilities.**

5.1 Titus shall develop, monitor and oversee the programs and the operations of *CHP Champions* including compliance with the standards and the goals developed by Titus and CHP for the *CHP Champions* program.

5.2 Titus shall develop all program materials, student materials, and procurement of program equipment, coaches' uniforms, "*CHP Champions*" t-shirts, rewards and incentives.

5.3 Titus shall develop and enforce the program standards, inclusive of assurance that each on-site coach representing Titus is meeting its minimum requirements as described in the attachment entitled "Requirements and Expectations for Champions Coaches."

- a. Ensuring that Titus will provide adequate training and day-to-day supervision of all staff, to include appropriate safety standards set forth by SBGC policy.
- b. Ensuring that Titus complies with all District safety and operations protocols.

5.4 Titus shall provide the staff and all programs necessary to implement and operate the *CHP Champions* program. In this regard, Titus shall have the sole discretion to recruit, select, hire and fire the staff, the coaches, any volunteers, or any other persons working in the *CHP Champions* program as Titus deems necessary to implement the *CHP Champions* program.

5.5 Titus shall select, train, and assign the staff, Coaches, volunteers, or other persons that may be required to work in the *CHP Champions* program.

5.6 Titus shall ensure that all employees, contractors or assignees submit to Sexual Predator and Level II background checks in accordance with state law and Gadsden County School Board Policies. Documentation of clearance will be provided to the Gadsden County School Board's Human Resource Department prior to the start of services.

5.7 Titus shall take all precautions necessary for the safety of and prevention of injury to persons, including *CHP Champions* program participants, Titus employees, and third persons, and for the prevention of damage to SBGC property.

5.8 Titus shall maintain during the term of this Agreement, and any and all subsequent terms, Commercial General Liability insurance covering Titus and the *CHP Champions* program for bodily injury, personal injury, and property

damage, including, but not limited to, coverage for operations, products, independent contractors, and liability contractually assumed, using the latest occurrence form edition Commercial General Liability Coverage Form (ISO Form CG1), as filed for use in the State of Florida by the Insurance Services Office. The insurance shall be in the minimal amount of \$1 million per occurrence/\$3 million annual aggregate and shall clearly list SBGC as Additional Insured on the policy certificate. Titus shall provide the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment). Titus shall not permit this insurance to lapse for any reason during the term of this Agreement and any subsequent terms. Any lapse in insurance coverage will be grounds for immediate termination of this Agreement, as set forth in section 10.2 of this Agreement. Titus shall provide written notice to WCS and SBGC within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim.

5.9 Titus shall maintain workers compensation/employers liability insurance covering Titus, the *CHP Champions* program, and to the extent its subcontractors and sub-subcontractors are not insured, which would be covered by the latest edition of the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. Titus shall ensure that this coverage complies with both the Florida Workers' Compensation Act and the Federal Employer's Liability Act. Subject to the restrictions found on the Standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for those customarily insured under Part One of the Standard Workers' Compensation Policy. The minimum amount of coverage for those customarily insured under Part Two of the Standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease Policy Limit: \$500,000; EL Disease-Each Employee: \$500,000. Titus shall provide the following proof of insurance coverage to WCS and SBGC: 1) a copy of the current certificate of insurance with SBGC listed as a named insured; and 2) documentation of payment (which shall consist of a statement of the cost of an annual premium from the insurance company, and either a cancelled check, credit card statement, or letter from the insurance company documenting proof of annual payment). Titus shall not permit this insurance to lapse for any reason during the term of this Agreement and any subsequent terms. Any lapse in workers compensation/employers liability insurance coverage will be grounds for immediate termination of this

Agreement, as set forth in section 10.2 of this Agreement. Titus shall provide written notice to WCS and SBGC within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim.

5.10 SBGC agrees that SBGC personnel paid by Titus through the official Titus payroll system to assist with the CHP Champions program, whether hourly, salaried or by stipend are considered Titus employees for any duties required to perform the above referenced assistance. Therefore, incidents involving said employees and arising from these duties that may constitute grounds for a worker's compensation claim, an unemployment compensation claim, or which may be subject of a wage and hour claim or determination, shall be covered exclusively by Titus pursuant to employees acting within the scope, responsibility and duty of employment. In the event a governmental entity (other than SBGC), court, or administrative panel make a determination under any state or federal law that SBGC is, singularly or jointly, the employer for these employees, Titus will indemnify, hold harmless and/or defend SBGC.

6. **Compensation.**

6.1 Compensation shall be paid by WCS to Titus in accordance with the approved budget for the *CHP Champions* program.

7. **Protection of Proprietary and Confidential Information of Titus.**

7.1 The Parties acknowledge that during the performance of this Agreement and during the implementation and operation of the *CHP Champions* program, it may be necessary for Titus to disclose certain trade secrets, concepts, programs, intellectual property or other confidential and proprietary information (collectively referred to as "Information") that has been developed by Titus.

7.2 To the extent that any Party gains knowledge of the confidential or proprietary Information of Titus, the Parties shall not disclose to non-partner third parties any such Information except upon express, written permission of Titus.

8. **Protection of Student Information.**

The Parties acknowledge that, by virtue of entering into this Agreement, Titus and WCS may have access to certain participant information, including health information. Titus and WCS agree that neither party will at any time, either during or subsequent to the term of this Agreement, disclose to any non-partner third party, except where permitted or required by law or where such disclosure is expressly approved by the student's parent in writing, any participant information, and Titus and WCS shall comply with all Federal and State laws and regulations regarding the protection of such participant information.

9. **Term of the Agreement.**

This Agreement shall commence on the date signed ("Effective Date") and shall end on June 30, 2023, unless earlier terminated pursuant to paragraph 10. This Agreement may be extended or renewed, upon written approval of the parties.

10. **Termination of Agreement.**

10.1 This Agreement or any extension thereof may be terminated with or without cause, by any Party at any time, by giving a 60-day written notice to the other parties. Said notice shall be delivered by certified mail or in person. In the event this Agreement is terminated, the participants of the CHP Champions program shall be afforded a 30-day written notice. All costs incurred in the provision of the written notice to the participants shall be borne by the terminating party.

10.2 This Agreement or any extension thereof may be immediately terminated upon the provision of written notice by certified mail by any Party for the failure of Titus to maintain appropriate liability and workers' compensation insurance coverages in accordance with sections 5.8 and 5.9 of this Agreement.

10.3 In the event of termination pursuant to section 10.1, neither party is relieved of their respective performance obligations for the 60 day notice period. All parties are responsible to provide their respective services or payments for such services for all periods up to and including until the final expiration date of the notice period in section 10.1 above.

11. **Indemnification.**

11.1 In exchange for the ability to access SBGC property for the implementation of the CHP Champions program, WCS and Titus expressly undertake to indemnify, defend with competent counsel, and hold harmless SBGC against any and all liability, loss, damage, claims, suits, judgments, costs, fees or damages, including court costs and attorney's fees, exclusively arising out of the implementation and operation of the CHP Champions program, including, but not limited to:

- Disciplinary action or the termination of any individual involved in the CHP Champions program that is exclusively related to activities arising within the scope of the CHP Champions program;
- Debts accrued by WCS or Titus in connection with or arising out of the CHP Champions program and/or nonpayment of the same;
- Any material breach of this Agreement or violation of law;
- Personal injury, property damage, or violations of civil rights that may arise out of, or by reason of the CHP Champions program and/or its employees, agents, and representatives while performing their duties within the scope of the CHP Champions program;
- Any labor and employment related actions brought under state or federal law, as set forth in sections 2.7 and 5.10, above.

11.2 In addition to the express acknowledgment set forth in section 11.1 of this Agreement, Titus expressly undertakes to indemnify, defend with competent counsel, and hold harmless SBGC against any and all liability, loss, damage, claims, suits, judgments, costs, fees or damages, including court costs and attorney's fees, arising out of the negligence of any individuals involved in the implementation of the *CHP Champions* program, including employees, contractors, subcontractors, or other agents, in connection with and arising out of their services within the scope of this Agreement.

11.3 WCS or Titus shall provide written notice to SBGC in within 24 hours of being made aware of the existence of any third-party claim, demand, or action giving rise to a claim for indemnification under this provision.

11.4 Should it become necessary for SBGC to incur any costs and/or expenses, from the Effective Date of this Agreement forward whether directly or indirectly, including, but not by way of limitation, attorney's fees, investigator's fees, collection fees, or court costs, in connection with any claim or demand for which indemnification is provided by this Agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this Agreement or any portion of it, WCS and Titus or their respective insurance carriers agree to pay SBGC, upon the provision of reasonable notice by SBGC, such reasonable fees and/or costs for which expenditure is made or liability incurred by SBGC.

11.5 WCS and Titus's indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement and shall continue until the later of: a) five years after termination of this Agreement, or b) the final termination of all pending or threatened actions, suits, proceedings or investigations to which SBGC may be subject by virtue of this Agreement.

11.6 Nothing in this indemnification section waives or modifies the limitations of liability in section 768.28, F.S., which limits are hereby deemed applicable to this Agreement.

12. **Other Terms and Conditions.**

12.1 **Renegotiation or Modifications.** Modifications of the terms and conditions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties. The Parties agree to renegotiate this Agreement if any material changes to the *CHP Champions* program are made that adversely affect any party to this Agreement.

12.2 **Severability.** If any provision of this Agreement or the application thereof is held to be invalid for any reason, such invalidity shall not affect the validity of other provisions or applications thereof, which can be given effect without the invalid provision or application. To this end, the provisions of this Agreement are declared to be severable.

12.3 **Assignment.** Titus may assign its rights and delegate its duties pursuant to this Agreement to any wholly owned subsidiaries of Titus that it deems necessary in order to implement and operate the *CHP Champions* program.

12.4 **Controlling Law.** The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the laws of the State of Florida and the parties expressly submit to its jurisdiction.

12.5 **Authority.** Each party represents and warrants to the other party that it has all requisite authority and power to enter into and perform its obligations pursuant to the provisions of this Agreement.

12.6 **Integration.** This Agreement constitutes the entire Agreement of the Parties with respect to the implementation and operation of the *CHP Champions* program in Gadsden County.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date referenced above.

**School Board of Gadsden County,
Florida**

By: _____

Elijah Key

Its: Superintendent

**School Board of Gadsden County,
Florida**

By: _____

Leroy McMillan

Its: School Board Chair

**World Class Schools, Inc., Greater
Tallahassee Chamber of
Commerce**

By: _____

Sue Dick

Its: President

Titus Sports Academy, LLC

By: _____

Adam Faurot

Its: President

Capital Health Plan

By: _____

John Hogan

Its: President

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7d

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Articulation Agreement 2022-2023 GCSB and FAMU

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this agenda item is to request board approval of the Dual Enrollment Articulation Agreement between the School Board of Gadsden County and Florida A & M University governing the enrollment of students for the 2020-2024 school terms.

FUND SOURCE: FEFP

AMOUNT: NA

PREPARED BY: Sylvia R. Jackson, Ed.D.

POSITION: Assistant Superintendent for Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 12

CHAIRMAN'S SIGNATURE: page(s) numbered 12

REVIEWED BY: _____

**ARTICULATION AGREEMENT
2022-2023
School Board of Gadsden County, Florida
Florida A&M University**

THIS AMENDED Agreement entered into by and between the SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, hereinafter referred to as the "School Board" and FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES, a public body corporate existing under the laws of the state of Florida, for and on the behalf of FLORIDA A&M UNIVERSITY, and hereafter referred to as the "University" or "FAMU" effective as of the last date signed. This amended Agreement shall be renewed in accordance with s. 1007.271, Florida Statutes.

WITNESSETH

WHEREAS the University and the School Board agree to provide articulated accelerated learning mechanisms through dual enrollment for eligible Gadsden County Public School students who wish to shorten the time necessary to complete the requirement for obtaining a college/university degree, broaden the scope of curricular options, or increase the depth of study available for a particular subject, and

WHEREAS the University offers courses and programs which will enhance accelerated learning opportunities for qualified students in Gadsden County high schools, and

WHEREAS the School Board wishes to make courses and programs available to qualified students who are enrolled in its public high schools, and

WHEREAS the common objective of providing such educational services may best be achieved in the most economical manner through joint and coordinated action between the University and the School Board; and

WHEREAS Florida Statutes 1007.23 and 1007.271, Florida State Board of Education Administrative Rule 6A-10.024, and State University System of Florida Board of Governors (BOG) Regulation 6.006 provide a mechanism for achieving this common objective.

NOW THEREFORE IN CONSIDERATION OF THE COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

The Articulation Agreement for the School Board and University are completed annually and submitted to the Department of Education by the University by August 1 of each year.

A. Program Requirements and Allowances

1. A ratification or modification of all existing Articulation Agreements.

Once both boards sign the AMENDED Articulation Agreement, the Agreement will be active for the upcoming academic year and will nullify all previously signed agreements. Legislative changes that occur after the final draft of this document which impact the 2022-2023 academic year will take precedence. If both parties mutually agree, may be renewable for one (1) additional academic year.

ARTICULATION AGREEMENT

2022-2023

School Board of Gadsden County, Florida

Florida A&M University

2. **A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program.**
 - a. References to *students* in this document mean any student enrolled in a public Gadsden County School, including Virtual School.
 - b. FAMU will provide information to the schools regarding requirements for participation in, and the educational benefits to be derived from Dual Enrollment or other accelerated programs.
 - c. The schools, in turn, will utilize printed, published, electronic or other media to inform students and parents of the availability of the dual enrollment program, program requirements, educational benefits, and courses currently offered. The School Board will also determine if dual enrollment meets the individual's educational needs, determine if the courses requested are currently offered by the individual's school and obtain a written intent to pursue a post-secondary education and signed reimbursement requests.
 - d. The University will post application deadlines and registration dates on its Dual Enrollment website.
 - e. The University's Dual Enrollment Coordinator will work with the University's Registrar staff to ensure district and school officials are aware of targeted Dual Enrollment registration activities.
 - f. The University's Dual Enrollment Coordinator will work with district and school officials on targeted Dual Enrollment recruiting activities.

3. **A delineation of courses and programs available to students eligible to participate in dual enrollment.**
 - a. Courses to be provided by the University under this agreement will be mutually agreed upon by FAMU and the School board, and will avoid unnecessary duplication of existing courses in grades nine (9) – twelve (12). Current law allows for any course in the Statewide Course Numbering System, except developmental education courses and physical education and other courses that focus on physical execution of a skill rather than the intellectual attributes of the activity.
 - b. Postsecondary courses in foreign languages, mathematics, English, sciences, social studies, computer science, performing or visual arts, applied technology, and any other classes that comply with applicable state regulations will be counted toward meeting the graduation requirement of §1003.4282, Florida Statute (2021).
 - c. Students (age eighteen [18]) who wish to take college credit courses that contain a study abroad or travel component (during summer only) must receive permission of their school principal and parent/guardian before participating. If the permission is granted, the student will be exempt from the payment of registration, matriculation, and laboratory fees. However, the student is responsible for the full cost of travel.

**ARTICULATION AGREEMENT
2022-2023**

**School Board of Gadsden County, Florida
Florida A&M University**

4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program.

- A. Students and the parent/guardian of students wishing to pursue participation in dual enrollment must contact their school guidance counselors to discuss admissions criteria and to obtain the necessary application information. School guidance counselors may contact the University’s Dual Enrollment Coordinator for application packets and information. Application packets and registration information can be found on the University’s dual enrollment website.
- B. The student must be in the ninth grade (to ensure readiness for college); must have a 3.0 unweighted high school grade point average; must have an appropriate score on the SAT, ACT, PERT, or ACCUPLACER as listed below; and must meet any course requirements as set forth in the University undergraduate catalogue. Special dual credit enrollment programs may have admission requirements different from the above, i.e., limited access programs. These courses will be beyond the scope of this agreement.

	SAT	ACT	PERT	ACCUPLACER (Next Generation)	ACCUPLACER
Reading	25	21	106	245	83
Math	25	21	114	242	72
Writing	26	18	103	245	83

- C. The college-level courses offered through the University dual credit enrollment program must be coordinated through the curriculum offices of the University and the School Board. The student is responsible for requesting and providing the documents needed for eligibility to their guidance counselor. The Dual Enrollment Coordinator must receive all documentation by the posted application deadlines. If a student does not meet eligibility criteria or does not submit the paperwork by the posted deadline, the FAMU Dual Enrollment Coordinator will contact the school counselor. The school counselor is responsible for contacting the student.
- D. Once all documents are received and verified by the FAMU Dual Enrollment Coordinator, the packet will be forwarded to the University’s Registrar Office for processing. Once the student is fully admitted and registered for course(s) a roster is sent to the counselor if the courses are offered at the high school. If the student is attending courses on the campus, the Registrar’s Office will send an email to the student and counselor with their enrollment schedule.
- E. High school freshmen may register for three (3) credit hours only during the fall and spring terms. Sophomores may register for no more than six (6) credit hours during the fall and spring term. Rising juniors and seniors may enroll in nine (9) credit hours during the summer before their junior and senior year. Juniors may enroll in a maximum of nine (9) credits during the fall and spring terms. Seniors are able to enroll in up to 15 credit hours during the fall and spring terms.

**ARTICULATION AGREEMENT
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School Board of Gadsden County, Florida
Florida A&M University**

	Fall Credit Hours	Spring Credit Hours	Summer Credit Hours*	Total
Freshmen	3	3	0	6
Sophomores	6	6	9	21
Juniors	9	9	9	27
Seniors	15	15		30

- 5. List of any additional initial student eligibility requirements for participation in the dual enrollment program.**
- A. The University agrees to permit high school students enrolled in a public high school in Gadsden County, who have been certified by their principals as qualified, to dually enroll in regularly offered courses listed and described in the University's undergraduate catalogue as satisfying general education/liberal arts requirements, under the provisions of Florida Statutes, applicable state rules or regulations.
 - B. Students may lose the opportunity to participate in the dual enrollment program if their behavior or actions are disruptive to the classroom learning process. Dual enrollment students are to be held to the FAMU Academic Honesty Policy and the Student Code of Conduct. Specific conduct guidelines which outline the student compliance and expectations can be found in the FAMU Student Code of Conduct.
 - C. Dual enrollment students are not permitted to drop courses after the add/drop period closes on the fourth day of classes except for documented extenuating circumstances approved by both the FAMU University Registrar or designee and the school guidance counselor. If a student is determined to be "not fee liable" for a medical or other course drop after this date, FAMU will reimburse the school district for the standard state university tuition rate per credit hour paid for such student during a fall or spring semester. Early admit students are considered degree-seeking students and therefore, must comply with all academic policies outlined in the FAMU University Regulations.
 - D. Student progress subsequent to enrollment in dual credit enrollment courses shall be monitored by individual student assessment. To remain in a dual credit enrollment program, each student must successfully complete each dual credit enrollment course with a grade of "C" or better. The University shall be solely responsible for determining the enrolled student's status and grades in accordance with standard University policies and regulations. Successful completion of dual credit enrollment courses does not ensure admission to the University.
 - E. Students interested in enrolling in MAC 1105 must submit a passing score on a standardized math placement exam to the University's Testing Services Bureau famutesting@famu.edu or (850) 599-3333. Once this score has been verified, the

**ARTICULATION AGREEMENT
2022-2023
School Board of Gadsden County, Florida
Florida A&M University**

student will receive access to required ALEKS prep and learn modules prior to being administered the ALEKS to determine the appropriate college level math course for enrollment. The student must score, at minimum, a 30 on the ALEKS in order to register for MAC 1105.

- 6. A delineation of the high school credit earned for the passage of each dual enrollment course.**
 - A. Credit will be awarded in accordance with the Florida Department of Education Dual Enrollment Course High School Subject Area Equivalency List as satisfying secondary and postsecondary degree requirements. The list can be found here <https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf>
 - B. Current law allows for any course in the Statewide Course Numbering System (SCNS) to be offered as dual enrollment, with the exception of remedial courses and Physical Education skills-based courses. Physical Education courses that can be offered for dual enrollment are limited to those that satisfy the personal fitness requirement. Three credit (or equivalent) postsecondary courses taken through dual enrollment that are not listed on this list shall be awarded at least 0.5 high school credits either as an elective or subject area credit as determined by the local school district. Postsecondary courses that are offered for fewer than three (3) credits may earn less than 0.5 high school credit.
 - C. Courses indicated as Postsecondary General Education Core Subject Area courses (GE Core), may also be applied to the General Education Core requirements for an undergraduate degree from a public postsecondary institution in Florida. Students should check with their postsecondary institution regarding these requirements.

- 7. A description of the process for informing students and their parents of college-level course expectations.**
 - A. The University agrees to permit students enrolled in a public secondary school in Gadsden County, who have been certified by the guidance counselor or principal/designee as qualified, to dual enroll each semester, based on grade level classification, in courses included on the Florida Department of Education Dual Enrollment Course-High School Subject Area Equivalency List. The list includes courses that satisfy statewide general education core requirements (pursuant to s. 1007.25, Florida Statutes), courses for which statewide general education core courses are prerequisites, foreign language course sequences up to the intermediate level, and other courses specifically selected for inclusion in the dual enrollment program at FAMU. All courses on the list satisfy secondary and postsecondary degree requirements.
 - B. Courses completed through the University dual credit enrollment program may qualify for high school credit and for regular university credit to be applied toward specific degree requirements of the University. In no event will a physical

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education course, college- preparatory or pre-collegiate instruction courses offered by the University be considered to be a qualified course under this agreement. Courses to be offered by the University will under no circumstances duplicate a course(s) offered in the individual's high school. The University reserves the right to cancel a course due to insufficient enrollment.

- C. Dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary
- 8. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis.**
- A. Student progress subsequent to enrollment in dual credit enrollment courses shall be monitored by individual student assessment. To remain in a dual credit enrollment program, each student must successfully complete each dual credit enrollment course with a grade of "C" or better. The University shall be solely responsible for determining the enrolled student's status and grades in accordance with standard University policies and regulations. Successful completion of dual credit enrollment courses does not ensure admission to the University.
 - B. The University will notify the student of earned grades as is regularly done with University students. In addition, an official University document will be forwarded to the appropriate high school indicating earned grades for each participating student provided suitable authorization is submitted to the University for such disclosure.
- 9. The registration policies for dual enrollment courses as determined by the postsecondary institution.**
- A. Dual Enrollment at FAMU Tallahassee campus is administered by the Office of the Registrar in the Center for Access and Student Success located at 1735 Wahnish Way, Suite 206, Tallahassee, Florida. Application materials and instructions are provided on the Dual Enrollment website.
 - B. Dual enrollment students are not permitted to drop courses after the add/drop period closes on the fourth day of classes except for documented extenuating circumstances approved by both the FAMU University Registrar or designee and the school guidance counselor. If a student is determined to be "not fee liable" for a medical or other course drop after this date, FAMU will reimburse the school district for the standard state university tuition rate per credit hour paid for such student during a fall or spring semester. Early admit students are considered degree-seeking students and therefore, must comply with all academic policies outlined in the FAMU University Regulations.
 - C. Academic Support. Dual enrollment students will have access to academic support services at FAMU, including academic advising; libraries; student

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Florida A&M University

disability resources; and various learning centers that offer writing assistance, tutoring for selected courses, and study skills instruction.

- D. Mature Course Content. While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

10. Exceptions, if any, to the professional rules, guidelines, and expectations state in the faculty or adjunct faculty handbook for the postsecondary institution.

All School Board employees serving as dual enrollment faculty approved to teach college courses under this agreement will annually attend a new faculty or adjunct pre-planning conference conducted by the University. All faculty resources for the university can be found at <http://www.famu.edu/administration/division-of-academic-affairs/faculty-resources.php>.

11. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members.

- A. The school board will annually assess the demand for dual enrollment and provide that information to the University for assistance in planning classes in the University scheduling system.
- B. FAMU will be responsible for ensuring that the quality of instruction provided dual enrollment students is comparable to that afforded other FAMU students. To this end, the following will apply to dual enrollment courses taught on high school campuses:
 - 1. The course syllabus must be provided to students and filed with the University academic chairperson before the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at FAMU.
 - 2. Textbooks, technology, and instructional materials used in dual enrollment courses must be the same or comparable with those used in course taught on the FAMU campus. If not identical, they must be approved by the discipline chairperson at FAMU.
 - 3. For academic disciplines where a departmental exam is used, the final exam will be provided to the school Board's Dual Enrollment faculty by the University in a timely fashion to ensure availability before the scheduled administration dates.
- C. The high school principal, or his/her designee, will recommend qualified high school teachers as instructors for Dual Enrollment courses to be taught during the regular school day or extended school day on high school campuses. To be qualified, faculty selected to teach Dual Enrollment classes must submit a completed New Courtesy Appointment packet with all requested documentation, including official postsecondary transcripts to the FAMU Dual

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Enrollment Coordinator. The coordinator will review the packet prior to submitting documents to the University's Provost/Division of Academic Affairs.

- D. In the absence of qualified high school teachers, the University may provide adjunct instructors to teach dual enrollment courses on the high school campus, if such arrangements are approved by the University's Provost/Vice President of Academic Affairs. In each case, once an academically qualified instructor is identified he/she must meet all of the requirements established by the School Board before having contact with the students. The process will be coordinated through the School Board by an appropriate member of personnel.
- E. All instructors, regardless of location must meet the University's faculty credentialing requirements set by the Southern Association of Colleges and Schools Commission on Colleges' (SACSCOC) *Principles of Accreditation: Foundations for Quality Enhancement, Current Edition* (section 3.7.1).
- F. Dual Enrollment courses taught on a high school campus may not be combined with any non-college credit high school course.
- G. As is appropriate for college level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not to be modified to accommodate variations in student age or maturity.
- H. Any course, discipline, college, or system wide learning assessments required by the University in non-dual enrollment sections of a course will also be administered in all dual enrollment sections of the course.
- I. The University will analyze student performance in dual enrollment course offerings on high school and college campuses to ensure that the level of preparation for future success is comparable with non-dual enrollment college students. Analyses and recommendations will be shared and reviewed with School Board administrators and principals.
- J. The University and School Board will design strategies for collaborative professional development to improve Dual Enrollment counseling and instructional efficacies, encourage teacher utilization of instructional technologies, address critical needs and issues, and support in-service initiatives.
- K. If a high school wants to offer 15 or more credits on their campus, they must submit a request to the University's Provost at least six (6) months in advance to allow sufficient time for approval and notification to SACSCOC. If approved by University officials, the high school and School Board administrators will work with FAMU officials to create and submit a "substantive change" to SACSCOC. Approval must be received from SACSCOC before the additional courses on the high school campus may be advertised or offered.

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Florida A&M University

12. The responsibilities of the school district regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program.

The School Board agrees to permit certain qualified students to participate in University classes under the following terms:

A. The high school student must be in the ninth grade; must have a 3.0 unweighted high school grade point average; must have an appropriate score on the ACT, CPT or SAT; and must maintain a "C" or better in each course in order to remain in the dual credit enrollment program.

B. Students may enroll in courses conducted during school hours, after school hours, and during the summer term. However, if the student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not register for that course through Dual Enrollment. The student may apply to the University and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees, and textbooks/instructional materials for the summer "B" session.

C. The Dual Enrollment Course—High School Subject Area Equivalency List published by the Florida Department of Education mandates the minimum subject area credit awarded for specific courses taken through Dual Enrollment. Courses not appearing on this list will be awarded high school elective credit with 3 University credit hours translating to 0.5 high school credits.

D. The school board will perform the initial screening and monitor student performance while participating in the Dual Enrollment program. The school's counselors will communicate, as needed, with the University's Dual Enrollment staff in connection with student monitoring (and, if necessary, providing support for) while participating in the Dual Enrollment program.

13. The responsibilities of the postsecondary institution regarding the transmission of student grades in dual enrollment courses to the school district.

A. The University will notify the student of earned grades as is regularly done with University students. In addition, an official University document will be forwarded to the appropriate high school indicating earned grades for each participating student provided suitable authorization is submitted to the University for such disclosure.

B. The University shall assign a letter grade to each student enrolled in a dual enrollment course. The letter grade assigned by the University shall then be posted to the high school transcript by the District pursuant to Section 1007.271(20), Florida Statutes.

C. If a dual enrollment student earns a "D," "F," or "FF" grade in any course(s) during one (1) semester, he/she will no longer be eligible to participate in Dual enrollment. Payment for courses cannot be made on behalf of the student or by

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the student's family, etc. while the student is still in school. The student must have graduated and have been admitted as a regular college student to do this.

- D. Students with unsatisfactory progress reports should be counseled by the school guidance counselor immediately upon receipt of the college reports.

14. A funding provision that delineates costs incurred by each entity.

- A. The School Board shall provide the required textbooks and other instructional materials as defined in §1006.28, Florida Statutes (2021) for all approved dual enrollment courses.
- B. The School Board shall report the qualified individuals as being enrolled under the Florida Education Finance Program.
- C. If a University faculty member teaches a dual enrollment course on a high school campus, the high school will be required to cover the cost of that instructor. For online courses taught by a university instructor, the high school will be required to cover the cost of the instructor.
- D. School Board Payment. Pursuant to s. 1007.271(21)(n)1., Florida Statutes, the School Board shall pay the standard state university tuition rate per credit hour from funds provided in the Florida Education Finance Program to the University for dual enrollment student course credits during the fall, spring, or summer term.

15. Any institutional responsibilities for student transportation, if provided.

Dual enrollment students completing courses at a FAMU facility will be responsible for their own transportation arrangements.

16. For students with disabilities, a postsecondary institution eligible to participate in dual enrollment pursuant to s. 1007.271(25) shall include in its dual enrollment articulation agreement, services and resources that are available to students with disabilities who register in a dual enrollment course at the eligible institution.

- A. Students with disabilities should register with and provide related documentation to the Center for Disability Access and Resources (CeDAR), after which time they will be eligible to receive the appropriate accommodations. For more information about CeDAR, please visit <http://www.famu.edu/index.cfm?cedar>
- B. To be eligible for academic accommodations, students with disabilities who enroll in a course provided at the University must meet the requirements established by the Center for Disability Access and Resources (CeDAR). If a student with a disability enrolls in a dual enrollment course offered at a high school facility, the high school will be responsible for determining and providing accommodations.

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2022-2023
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Florida A&M University**

NOTICE PROVISION

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designated the following as the respective places for giving notice:

To School Board: Mr. Elijah Key
 Superintendent
 Gadsden County Schools
 35 Martin Luther King, Jr. Boulevard
 Quincy, Florida 32351

 Mr. Leroy McMillian
 Board Chairperson
 Gadsden County Schools
 35 Martin Luther King, Jr. Boulevard
 Quincy, Florida 32351

To University: Dr. Maurice Edington
 Provost
 Division of Academic Affairs
 301 Lee Hall
 Tallahassee, Florida 32307

AUTHORITY PROVISION

Each person signing this Agreement on behalf of either party individually warrants that he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

INDEMNIFICATION PROVISION

Each party agrees to be fully responsible for its own acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

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Florida A&M University**

NON-DISCRIMINATION PROVISION

The parties shall not discriminate against any employee or participant in this program because of race, creed, age, religion, color, gender/sex, national origin, marital status, disability, sexual orientation, veteran's status, genetic information, gender identity, gender expression, or any other legally protected group status.

TERMINATION PROVISION

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause.

IN WITNESS WHEREOF, the duly authorized officials of the parties executed this agreement as of the last date signed below.

For the School Board

THE SCHOOL BOARD OF GADSDEN COUNTY,
FLORIDA

Superintendent Signature: _____

Date: _____

Board Chair Signature: _____

Date: _____

For the University

FLORIDA A&M UNIVERSITY
BOARD OF TRUSTEES

Maurice Edington, Provost and Vice President for
Academic Affairs

Signature: Maurice Edington

Date: 5/25/22

Approved as to form and legal sufficiency.
Shura R. Whomey
Deputy General Counsel Date
Florida A&M University 5/20/22

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: **The Agency for Health Care Administration and
The Gadsden County School District**

DIVISION: **Exceptional Student Education and Student Services**

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

PURPOSE AND SUMMARY OF ITEM:

The contractual agreement between The Agency for Health Care Administration (AHCA) and the Gadsden School District defines each party's responsibilities in order to effectively administer the provision of and reimbursement for Medicaid administrative claiming activities.

FUND SOURCE: N/A

AMOUNT: Based on Medicaid Billing Reimbursement

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

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 5

CHAIRMAN'S SIGNATURE: page(s) numbered 5

REVIEWED BY: _____



**AGREEMENT BETWEEN THE AGENCY FOR HEALTH CARE ADMINISTRATION
AND THE GADSDEN County School District
FOR THE PROVISION AND REIMBURSEMENT
OF ADMINISTRATIVE CLAIMING ACTIVITIES**

The Agency for Health Care Administration (AHCA) and the Gadsden County School District hereby agree to the principles, terms and effective dates carried in this agreement. This agreement is set forth to define each party's responsibilities in order to effectively administer the provision of and reimbursement for Medicaid administrative claiming activities and is necessary to implement parts of the Medicaid state plan under Title XIX of the Social Security Act. Legal authority for this program is found in sections 1011.70, 409.9071, and 409.908, Florida Statutes, and Title XIX of the Social Security Act. AHCA is the single state agency in Florida under Title XIX of the Social Security Act. Additional, specific federal governing policies and procedures are found in the Office of Management and Budget's (OMB) Circular A-87 and the Code of Federal Regulations (CFR), Title 45, Parts 74 and 95.

I. General Principles

This agreement is to be based on the following general principles:

1. The aforementioned parties have a common and concurrent interest in providing and reimbursing Medicaid administrative claiming activities, within parameters set by the federal Centers for Medicare and Medicaid Services (CMS) and only as approved by CMS. Any changes in the program required by CMS are to be implemented by both of the aforementioned parties.
2. This agreement is in no way intended to modify the responsibilities or authority delegated to the parties.
3. This agreement shall replace any previous agreements or memorandums or understanding which may already exist between these parties regarding the implementation of the mutual obligations of the parties for School District Administrative Claiming. This agreement does not replace or supersede the requirement for each school district to execute a Medicaid Non-Institutional Provider Agreement and to be a current Medicaid Provider to receive reimbursement.
4. Any County School District contractors involved with administrative claiming activities are bound by this agreement with regard to administrative policies and procedures.
5. This agreement provides a mechanism for payment of federal funds from CMS and the parties agree that it in no way creates a requirement for AHCA to reimburse any County School District from AHCA state funds.

II. Terms

Letter of Agreement between Agency for Health Care Administration and School Districts eff: 7-1-2022

1. AHCA will develop a list and description of Medicaid reimbursable school district administrative claiming activities as defined in Chapter 2 of the federally approved School District Administrative Claiming Guide performed by County School District contract or salaried staff, in coordination with the Department of Education.
2. AHCA will review school district administrative claims for Medicaid reimbursement on a quarterly basis and reimburse the County School District for administrative claiming where allowed under CMS' policies and procedures for the program.
3. AHCA will reimburse the County School District based on federally established rates of 50 percent of allowable administrative activities performed by personnel.
4. AHCA will reimburse the County School District one hundred percent (100%) of the federal share of actual and reasonable costs for Medicaid administrative activities provided by county school districts, as determined by CMS approved cost allocation methodologies and time study formulas.
5. AHCA will forward claims for funding to CMS for Title XIX participation.
6. AHCA will periodically monitor the County School District for compliance with record keeping requirements for reporting reimbursable activities and capturing time, as well as the sampling process and results.
7. AHCA will produce any Medicaid specific reports deemed necessary for the County School District.
8. AHCA will develop procedures for recoupment from the County School District, if warranted by AHCA or CMS monitoring.
9. AHCA will notify the County School District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
10. AHCA will designate an employee to act as a liaison for the County School District for the administrative claiming program.

The County School District agrees to the following terms:

1. The time accounting system used by the County School District or its contractor must comply with the requirements contained in OMB Circular A-87 and 45 CFR.
2. The County School District must follow the policies and procedures contained in the AHCA "School District Administrative Claiming Guide."

3. Any recoupment of funds due to an audit exception, deferral, or denial deemed appropriate by CMS or AHCA will be the responsibility of the County School District, even after withdrawal from the program.
4. The County School District will maintain (or coordinate a contractor's assistance in maintaining) an AHCA/CMS approved administrative claiming program to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools and the application of sample percentages to accounting pools in a manner which will document the process for audits.
5. The County School District will submit claims to AHCA for administrative activities on a quarterly basis. Claims must be submitted as required in Chapter 7 of the School District Administrative Claiming Guide.
6. The County School District shall maintain and be able to produce within specified time frames requested records and material for CMS or AHCA audits.
7. The County School District will designate an employee to act as liaison with AHCA for issues concerning this agreement.

III. Confidentiality

The County School District agrees to safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.

IV. Effective Date, Changes, Life of this Agreement

1. Effective July 1, 2022, all districts will enter into a new agreement with the Agency. This new agreement will be valid for five (5) years and eligible to be renewed at five year intervals (July 1, 2022 to June 30, 2027). The effective date of this agreement will be July 1, 2022 for all districts that intend to participate in this program on and after July 1, 2022, and that have executed this agreement before July 1, 2022. Any other school district that enters the program between July 1, 2022 and June 30, 2027 will have the same effective date and termination date of the other established districts.
2. Changes may be made to the agreement in the form of amendments and must be signed by all parties.
3. Changes in the CMS matching percentage or costs eligible for match will not be made via this agreement but will be applied pursuant to changes in applicable Medicaid federal regulations and effective the date specified by CMS.
4. The initial agreement will continue in effect for the earlier of five years or until terminated by either AHCA or the County School District. Thereafter, each renewal agreement shall be in effect for a period of five (5) years or until terminated by either AHCA or the County

School District. AHCA or the County School District may terminate this agreement by providing a thirty (30) day written notification to the other party.

SIGNATORIES:

Authorized School District Representative

Date

Gadsden

Name of County School District

Deputy Secretary for Medicaid

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7f

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Florida State University (FSU) Multidisciplinary Services 2022-2023 School Year

DIVISION: Exceptional Student Education and Student Services

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

PURPOSE AND SUMMARY OF ITEM:

The contractual agreement between FSU and Gadsden School District provides for evaluation, follow-up, and intervention services beyond what the district provides. The District will be allocated referrals for up to 10 evaluations to be devoted to diagnostic and consultation services.

Note: This non-revenue bearing contract replaces the previous agreement.

FUND SOURCE: N/A

AMOUNT: N/A

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

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

REVIEWED BY: _____





FLORIDA STATE UNIVERSITY
COLLEGE OF SOCIAL WORK

Multidisciplinary Evaluation and Consulting Center

The College of Social Work

2139 Maryland Circle, Suite 1200, Tallahassee, FL 32303-1001

850-644-2222 (Main) • 850-644-6591 (Fax)

<http://mdc.fsu.edu>

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

This Cooperative Service Agreement (the “Agreement”) between Florida State University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of Florida State University’s Multidisciplinary Evaluation and Consulting Center (the “University”) and the Gadsden County School District (the “District”) sets forth services to be provided to the District and the responsibilities of the University and the District for the purposes of the Agreement.

Accordingly, the parties agree as follows:

The Agreement shall begin on July 1, 2022, or upon execution, whichever comes latest, and shall terminate on June 30, 2023.

The District will be allocated referrals for up to 10 evaluations to be devoted to diagnostic and consultation services. Given the diverse nature of referrals from school districts, each case will be reviewed on an individual basis. Allocated service hours not utilized in the District may be made available to other participating Districts after February 1, 2023.

The District will identify children to be referred to the University. Referrals should be for children served by the District from pre-school through grade 12. These children may be Exceptional Student Education students whom the District identifies as not adequately evaluated through District evaluation procedures or students in regular classrooms who are experiencing severe learning and/or behavioral problems. The University referral forms must be used and authorized district signature must be completed.

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

1. The University agrees to provide professional services in the following areas:
 - The University agrees to provide a written report of each multidisciplinary evaluation to the parent or legal guardian and to those staff members designated by the District for receipt of such reports, and to appropriate individuals or agencies requested, in writing, by the parent or legal guardian.
 - The University agrees to provide written and verbal recommendations for teachers and to parents.
 - The University agrees to participate in case conferences with school personnel at the student's school(s).
 - The University will notify the District after three failed attempts to schedule the evaluation with the parent/guardian. The University will notify the District if the parent/guardian fails to keep appointment without notification.
 - The University agrees to provide in-service education for teachers in participating school districts, when specifically requested by the District.
 - The University will provide virtual webinars throughout the academic year on topics requested by the districts and/or related to current issues of concern to students, families, school personnel and communities.

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

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

Confidentiality of Information, Non-Disclosure. Each party acknowledges that its employees may, in the performance of the Agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If either party is exposed to confidential information, they will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and University will respond to public records requests without any duty to give prior notice. This provision shall survive termination of the Agreement.

Indemnity and Hold Harmless. Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party's respective tasks and duties that are the subject of the Agreement. This recognition by the parties is intended to be consistent with the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes and the Florida Supreme Court's decision in Florida Department of Natural Resources v. Garcia, 753 So.2d 72, 77-78(Fla. 2000), and does not alter such waiver, waive any lawful defense, or extend liability of either party beyond the provisions established in Section 768.28, Florida Statutes. In the event of litigation each party agrees to be liable and responsible for its own legal costs, expenses and attorney fees.


Disputes. In the event that any disputes arising out of the Agreement lead to arbitration between the parties, such arbitration will be conducted pursuant to the rules of the American Arbitration Association then in force, in Tallahassee, Florida. The parties agree that each party shall be responsible for its own attorney's fees, costs, and charges arising out of litigation, arbitration or any dispute relative to the Agreement, regardless of outcome.

Termination. Either party may terminate this agreement with thirty (30) days' notice.

Each party agrees to be solely responsible for the negligent or wrongful acts of its employees, agents and representatives arising out of that party's respective tasks and duties that are the subject of the Agreement. This recognition by the parties is intended to be consistent with the State's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. In the event of litigation, each party agrees to be liable and responsible for its own legal costs, expenses and attorney fees.

In the event that public schools are closed, the MDC will work with your school district to provide virtual equivalency services.

Agreed to as of the day and year set forth below:

DocuSigned by:


Anne Sevey, Director
Multidisciplinary Center
Florida State University

5/6/2022 | 2:16 PM EDT

Date

DocuSigned by:


D2CCCFA3D541402
Craig Stanley, III, Interim Dean
College of Social Work
Florida State University

5/6/2022 | 2:40 PM EDT

Date

Elijah Key, Superintendent
Gadsden County School District

Date

Leroy McMillan, Chair
Gadsden County School District

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7g

DATE OF SCHOOL BOARD MEETING: June 28, 2022

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

DIVISION: K-12 Education

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

PURPOSE AND SUMMARY OF ITEM:

The State of Florida requires each district to have a virtual instruction program pursuant to F.S.1002.45. Approval of the Panhandle Area Educational Consortium (PAEC-FL VS FRANCHISE) Contract agreement is requested to provide a virtual instruction program to the students of Gadsden County as a school choice option.

FUND SOURCE: FEFP

AMOUNT: Undetermined – based upon enrollment

PREPARED BY: Carolyn Francis

POSITION: District Virtual School Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered 3

CHAIRMAN’S SIGNATURE: page(s) numbered 3

REVIEWED BY:  6/13/22

Panhandle Area Educational Consortium Contract Agreement

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

The contract will commence July 1, 2022 and will continue until June 30, 2023. Brenda Crouch will direct the activities of the contract.

The Contractee agrees to compensate Contractor for the amount Outlined in Attachment A depending on curriculum provider and chosen implementation. The payment schedule will be up to four times per fiscal year. The invoice should be signed by the contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Contractee at its address set forth above.

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

The services provided through this contract are stipulated as follows:

The Contractor, Panhandle Area Educational Consortium will:

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

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

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

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

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

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

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

287.058 -

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

287.0582 -

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

216.347 -

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

215.422 -

Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition

to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465-

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

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

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

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

Contractee

Contractor

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

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

 Date

 Date

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

 John T. Selover, Executive Director
 Panhandle Area Educational Consortium

 Date

 Date

59-6000615
 Federal ID#

59-6000898
 Federal ID #

WCSB Date: June 13, 2022

23-031



My Virtual Classroom Attachment A: Fee Structure 2022-2023



My Virtual Classroom will invoice the Contractee up to four times per year. The Contractee assumes responsibility for the student completion or withdrawal fee upon verification of a course enrollment or when My Virtual Classroom personnel are directed to verify a student enrollment (via email or phone).

Fees listed below include a PAEC-contracted and certified instructor.

FLVS Franchise @ PAEC for Grades K-12	Price
Single Course Segment Completion	\$255.00
Withdrawal Fee for students withdrawn after the 28-day grace period or have completed 20% or more of the course segment at the time of withdrawal.	\$65.00
AP Single Course Segment Completion	\$275.00
AP Withdrawal Fee for students who are withdrawn after the 28-day grace period or have completed 20% or more of the course segment at the time of withdrawal.	\$65.00
APEX Learning for Grades 9-12	Price
Single Enrollment Subscription to courses for access through June 30, 2023 PLUS Instructor/Administration Fee per successful course segment completion.	\$50.00 \$180.00
Single Tutorial Subscription provides access through June 30, 2023.	\$40.00
Single AP Exam Review Subscription provides access through June 30, 2023	\$40.00
eDynamic Learning for Grades 6-12	Price
Single Course Segment Completion	\$255.00
Withdraw Fee for students who are withdrawn after the 28-day grace period or have completed 20% or more of the course at the time of withdrawal.	\$65.00
Stride K12 Florida for Grades 6-12	Price
Single Course Segment Completion	\$255.00
Withdraw Fee for students who are withdrawn after the 28-day grace period or have completed 20% or more of the course during the grace period.	\$65.00

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7h

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: K12 Florida LLC Virtual School Agreement

DIVISION: K-12 Education

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

PURPOSE AND SUMMARY OF ITEM:

The State of Florida requires each district to have a virtual instruction program pursuant to F.S.1002.45. Approval of the K12 Florida LLC Virtual School agreement is requested in order to provide a virtual instruction program to the students of Gadsden County as a school choice option.

FUND SOURCE: FEFP

AMOUNT: Undetermined – based upon enrollment

PREPARED BY: Carolyn Francis

POSITION: District Virtual School Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered

CHAIRMAN’S SIGNATURE: page(s) numbered

REVIEWED BY: SH 6/13/22



This Online Educational Products and Services Order (this "Order"), dated as of 7/1/2022 (the "Order Effective Date"), is between Gadsden County School District, 35 Martin Luther King Jr Blvd, Quincy, FL 32351 ("Customer") and K12 Florida LLC(K12) ("K12"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to both the Florida Attachment to The Online Educational Products and Services Order ("Attachment") attached hereto as Exhibit A and the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached hereto as Exhibit B, on the date that this Order bears the signatures of both Customer and K12. Collectively, the Order, Attachment and Terms will constitute the entire agreement ("Agreement"). All capitalized terms will have the meanings assigned to those terms in the Agreement. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____
 Name (Print): Elijah Key, Jr. Title: Superintendent

Accepted by K12:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

1. **Period:** 7/1/2022 through 6/30/2023 and is not eligible for a renewal period.
2. **Territory:** Students served by Gadsden County School District, FL
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
As Ordered	FL VIP 6-12 Semester Course	VIP single semester course with K12 teacher. Includes content, hosting, instruction and materials.	\$370.00	As Ordered
As Ordered	FL VIP Comprehensive K-12	VIP Comprehensive K-12 Program with K12 teachers for up to 6 courses per student per semester. Includes content, hosting, instruction, materials, and advisor support for grades 6-12.	\$4,295.00	As Ordered
As Ordered	FL VIP k-5 Annual Course	VIP single annual course with K12 teacher. Includes content, hosting, instruction and materials.	\$590.00	As Ordered
As Ordered	Student Laptop Computer	Laptop computers for students.	\$725.00	As Ordered
As Ordered	Enrollment Services with School Placement	Access to K12's proprietary enrollment Parent Portal system via a URL unique to the school, dedicated landing page with lead form to capture school-specific leads, and dedicated toll-free number to the K12 enrollment center for school-specific inbound inquiries. Enrollment operations including monitoring and reporting, and consultation and enrollment guidance from K12 enrollment center agents for interested families. Placement of school on K12 School Finder application. Fee is calculated per enrolled student as counted on October 1 of each school year during the Period. A student is deemed enrolled if the student is approved by K12 or Customer as an enrollment in the K12 enrollment system.	\$0.00	As Ordered
As Ordered	K12 K-12 Physical Course Materials	Leased K12 student physical materials for one student enrolled in one course	\$0.00	As Ordered

Qty	Product	Product Description	Unit Price	Total Price
As Ordered	K12 6-12 Semester Course License (Content, Hosting)	License for a single student to a K12 6-12 semester course. Includes content and hosting. Physical materials ordered separately.	\$170.00	As Ordered
As Ordered	K12 K-5 Annual Course License (Content, Hosting, Materials)	License for a single student to a K12 K-5 annual course. Includes content, hosting and materials.	\$340.00	As Ordered

4. Description of Educational Products.

K12 Single Course License

The K12 Single Course License includes two components: (1) Courses content with hosting service, and (2) Materials for K-5 courses. Instructional text or e-books, supplies and teaching tools (collectively, "Materials") for K-5 students. Materials for Customer's teachers, Middle School and High School students are ordered separately. A complete list of required Materials may be accessed at <http://www.getfueled.com/required-materials>. FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

FuelEd Full-Time Comprehensive Program:

The FuelEd Full-Time Comprehensive Program includes three components: (1) Courses content with hosting service, (2) Materials (for K-8 courses), and (3) a suite of learning tools tailored to Client's needs. Instructional text or e-books, supplies and teaching tools (collectively, Materials) for K-8 students. Materials for Customers teachers and High School students are ordered separately. A complete list of required materials may be accessed at [Http://www.getfueled.com/required-materials](http://www.getfueled.com/required-materials). FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

K12 and FuelEd Online Courses

Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise makeavailable to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

K12 Materials

Instructional text or e-books, supplies, and teaching tools (collectively, "Materials") for students and/or instructors. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>. FuelEd will reclaim durable Materials by informing the Customer and/or its students which Materials need to be returned and provide pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customers will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

5. Description of Services.

Instructional Services:

Customer will be provided licensed fue teachers for instruction to enrolled students for selected courses.

Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

Enrollment Services:

Customer will be provided the enrollment services as described in Section 3. Customer grants FuelEd and its affiliates a limited license for the Period to use its logo and provided intellectual property solely for the performance of this Order. For the avoidance of doubt, information that FuelEd obtains with respect to leads generated including contact information shall be owned by FuelEd and its affiliates.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 28 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such a course within 28 days from when the student enrolls, Customer will be refunded 100% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

FuelEd Full-time School Comprehensive Program:

FuelEd will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed equally over ten months; (b) materials will be invoiced upon shipment.

FuelEd Full-Time School Material Refund Policy:

Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th

and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to Fueled of the students withdrawal from the course. No other refunds, credits or cancellations are allowed.

Materials Refund Policy:

Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. No other refunds, credits or cancellations are allowed.

K12 Single Course License:

FuelEd will invoice the Customer for the courses as enrolled equally over ten (10) months for grades K-5 annual courses and over five (5) months for grades 6-12 semester courses. Fees will not be charged for a student for any month following notice to FueEd of the student's withdrawal from the course. All payments are due within thirty (30) days of the Customer's receipt of the invoice.

K12 Materials

FuelEd will invoice the customer upon shipment. Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days.

K12 Instruction:

FuelEd will invoice the Customer for instructional services as enrolled equally over ten (10) months for grades K-5 annual courses and over five (5) months for grades 6-12 semester courses. Fees will not be charged for a student for any month following notice to FuelEd of the student's withdrawal from the course. All payments are due within thirty (30) days of the Customer's receipt of the invoice.

EXHIBIT A

**FLORIDA ATTACHMENT TO THE
ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER**

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies certain provisions found in the Order and Terms, as noted below. **WHERE THERE IS A CONFLICT BETWEEN THE ORDER, THE TERMS, AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

Note: This Attachment is only applicable to products and services ordered under the Florida Virtual Instruction Program.

Section 1: Florida VIP Program Requirements

The following Florida Virtual Instruction Program requirements noted in §1002.45 of the Florida Statutes shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

a) Contract Requirements

Contracts between Florida school boards and an Approved Virtual Instruction Provider require certain provisions to be included (see, § 1002.45 (4) F. S.)

Requirement	Text	K12 Response	Statute Reference
Curriculum Plan	"Set forth a detailed curriculum plan that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject."	K12 has provided a detailed curriculum plan in compliance with this requirement in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C . K12 agrees to implement this plan in accordance with the requirements of the Florida VIP program.	§ 1002.45 (4)(a) F. S.
Graduation Plan	"Provide a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282 if the contract is for the provision of a full-time virtual instruction program to students in grades 9 through 12."	K12 provides a percentage grade to the Customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Customer's school board can use such information to determine if a student has met such requirements, in accordance with Florida law and Customer's School Board's policies.	§ 1002.45 (4)(b) F. S.
Conflict Resolution	"Specify a method for resolving conflicts among the parties."	DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.	§ 1002.45 (4)(c) F. S.
Termination	"Specify authorized reasons for termination of the contract."	NOTICE OF NON-RENEWAL: The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides K12 with written notice of non-renewal as set forth under the section of these K12 Online Educational Products and Services Agreement Terms labeled Price And Payment. TERMINATION FOR CAUSE: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any	§ 1002.45 (4)(d) F. S.

		<p>representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.</p> <p>TERMINATION DUE TO ANNUAL FEE INCREASE: K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).</p>	
Financial Responsibility Upon Termination	"Require the approved provider to be responsible for all debts of the virtual instruction program if the contract is not renewed or is terminated."	K12 shall be responsible for all debts for the Customer's virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.	§ 1002.45 (4)(e) F. S.
Compliance Requirement	"Require the approved provider to comply with all requirements of this section."	K12 represents and warrants that it shall comply with all statutory requirements of § 1002.45 F. S.	§ 1002.45 (4)(f) F. S.

b) Provider Requirements

Virtual Instruction Providers must meet certain requirements as provided under Section 2 of § 1002.45 F. S. K12 represents and warrants that it meets all such requirements as an Approved Provider under Florida law. These requirements follow below:

Requirement	Text	K12 Response	Statute Reference
Non-Sectarian	"Is nonsectarian in its programs, admission policies, employment practices, and operations"	K12 represents and warrants that it adheres to a non-sectarian policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf	§ 1002.45 (2)(a)(1) F. S.
Anti-Discrimination	"Complies with the antidiscrimination provisions of § 1000.05"	K12 represents and warrants that it complies with the antidiscrimination provisions found in § 1000.05 of the Florida Statutes. K12's anti-discrimination policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf	§ 1002.45 (2)(a)(2) F. S.
Florida Offices, Administrative Staff, and Teacher Background Checks	"Locates an administrative office or offices in this state, requires its administrative staff to be state residents, requires all instructional staff to be Florida-certified teachers under chapter 1012 and conducts background screenings for all employees or contracted personnel, as required by s.1012.32, using state and national criminal history records"	Administrative Offices – K12 has an office located at 9143 Phillips Hwy, Suite 590, Jacksonville, FL 32256 Administrative Staff – All K12 administrative staff located at its Florida office are Florida residents. Teachers – Customer will be provided the services of Florida-certified teachers, compliant with Chapter 1012. Additionally, teachers providing such services shall comply with all Florida and national background screening requirements. Additional information can be found here: http://www.k12.com/Florida-DOE.html	§ 1002.45 (2)(a)(3) F. S.
Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies	Provides to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-	K12 has detailed its Teacher and Parent Responsibilities and Teacher to Student Parent Interactions Policies here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf	§ 1002.45 (2)(a)(4)(a) – (e) F. S.

	<p>parent and teacher-student contact information for each course:</p> <p>a. How to contact the instructor via phone, e-mail, or online messaging tools.</p> <p>b. How to contact technical support via phone, e-mail, or online messaging tools.</p> <p>c. How to contact the administration office via phone, e-mail, or online messaging tools.</p> <p>d. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.</p>		
Prior Experience	<p>"Possesses prior, successful experience offering online courses to elementary, middle, or high school students as demonstrated by quantified student learning gains in each subject area and grade level provided for consideration as an instructional program option. However, for a provider without sufficient prior, successful experience offering online courses, the department may conditionally approve the provider to offer courses measured pursuant to subparagraph (8)(a)2. Conditional approval shall be valid for 1 school year only and, based on the provider's experience in offering the courses, the department shall determine whether to grant approval to offer a virtual instruction program"</p>	<p>As one of the original companies to provide online K-12 education, K12 has over 15 years of providing online courses to elementary, middle, and high school students. Additional information about K12's experience in the online educational space can be found here: http://www.k12.com/Florida-DOE.html</p>	§ 1002.45 (2)(a)(5) F. S.
Accreditation	<p>"Is accredited by a regional accrediting association as defined by State Board of Education rule"</p>	<p>In 2018, AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, renewed its five-year quality assurance accreditation of K12 Inc. (now Stride, Inc.). The original accreditation was awarded in 2010. For additional information, please see the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C.</p>	§ 1002.45 (2)(a)(6) F. S.
Curriculum Quality	<p>"Ensures instructional and curricular quality through a detailed curriculum and student performance accountability plan that addresses every subject and grade level it intends to provide through contract with the school district, including:</p> <p>a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board.</p> <p>b. Instructional content and services that align with, and measure student attainment of, student proficiency in the Next Generation Sunshine State Standards.</p>	<p>K12 represents and warrants that it complies with these requirements. Additional details may be found here: http://www.k12.com/Florida-DOE.html</p>	§ 1002.45 (2)(a)(7) F. S.

	c. Mechanisms that determine and ensure that a student has satisfied requirements for grade level promotion and high school graduation with a standard diploma, as appropriate"		
Publication Requirements	"Publishes for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a provider and in all contracts negotiated pursuant to this section: a. Information and data about the curriculum of each full-time and part-time program. b. School policies and procedures. c. Certification status and physical location of all administrative and instructional personnel. d. Hours and times of availability of instructional personnel. e. Student-teacher ratios. f. Student completion and promotion rates. g. Student, educator, and school performance accountability outcomes"	K12 makes all information requiring disclosure available for public review. This information can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C .	§ 1002.45 (2)(a)(8) F. S.
Independent Audit	"Performs an annual financial audit of its accounts and records conducted by an independent certified public accountant which is in accordance with rules adopted by the Auditor." General, is conducted in compliance with generally accepted auditing standards, and includes a report on financial statements presented in accordance with generally accepted accounting principles."	K12's parent company, K12 Inc., is publicly held and traded on the New York Stock Exchange. In accordance with applicable law governing public companies, an independent audit is performed annually. The results of K12 Inc.'s most recent audit, as well as all other required financial disclosures, can be found here: investors.k12.com	§1002.45 (2)(a)(10) F. S.

c) Virtual Instruction Program Requirements

Florida law requires that Approved Providers and Schools develop a virtual instruction program that meets certain requirements. K12 meets such requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Course Alignment	"Align virtual course curriculum and course content to the Sunshine State Standards under s.1003.41."	The curriculum K12 will use in the performance of its services as an Approved Provider is aligned to the Florida Sunshine State Standards. Additional details on K12 courses and curriculum can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C .	§1002.45 (3)(a) F. S.
Student Proficiency	"Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study."	K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found in the K12 Florida LLC Disclosure Requirements attached hereto as Exhibit C .	§1002.45 (3)(b) F. S.
Instructional Materials	"Provide each student enrolled in the program with all the necessary instructional materials."	Each student will be provided with required course materials as further detailed in the Order above.	§1002.45 (3)(c) F. S.

Materials for Students Qualifying for National School Lunch Act	"Provide each full-time student enrolled in the program who qualifies for free or reduced-price school lunches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or Internet access in his or her home with: 1. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and printer, if a printer is necessary to participate in the program; and 2. Access to or reimbursement for all Internet services necessary for online delivery of instruction."	The provision of free materials to full-time students enrolled in Customer's virtual instruction program is the duty of Customer School District. K12 has no visibility into students that would qualify for the National School Lunch Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.	§1002.45 (3)(d) F. S.
No Tuition or Registration Fees	"Not require tuition or student registration fees."	K12 does not charge students enrolled in Customer's virtual instruction program any tuition or registration fees. It charges the fees disclosed in the above Order directly to the School Board.	§1002.45 (3)(e) F. S.

d) Student Participation Requirements

Florida law requires that students enrolled in a virtual instruction program meet certain participation requirements. K12 facilitates compliance with these requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Compulsory Attendance	"Comply with the compulsory attendance requirements of s. 1003.21. Student attendance must be verified by the school district."	K12's Attendance, Participation and Performance Policy details the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf	§1002.45 (6)(a) F. S.
Assessment Location	"Take state assessment tests within the school district in which such student resides, which must provide the student with access to the district's testing facilities."	K12's State Testing Policies and Procedures detail the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf	§1002.45 (6)(b) F. S.

Section 2: Florida VIP Full-Time Virtual and Homeschool Payment Terms

- a) **FLORIDA FULL-TIME VIRTUAL AND HOMESCHOOL PRICE AND PAYMENT:** The prices and billing terms for the products, services, and licenses will be as set forth in this Order. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice.. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).
- b) **FLORIDA FULL-TIME VIRTUAL AND HOMESCHOOL WITHDRAWAL AND REFUND:** When a student withdraws from a K12 course, or do not otherwise complete a course (as determined by then-current Florida law), Customer shall be entitled to a pro rata refund or credit for the specific course from which student withdrew or did not complete. For full-time student enrollments, the amount refunded or credited shall be determined by dividing the amount charged for student's course enrollment by the total number of courses the student is taking to determine the "per course" cost.
- c) Note that Florida VIP Full-Time virtual students are not defined by number of courses, but rather as those students reported with both the K12 Florida provider code and the 7001 vendor code. Florida VIP Homeschool students are not defined by number of courses, but rather as those students reported with the K12 Florida provider code, the 7001 vendor code, and the N998 homeschool code

Section 3: Florida Public Records

K12 agrees that it will:

- (a) Keep and maintain public records (as defined by Section 119.011(12) F.S.) that ordinarily and necessarily would be required by the Customer in order to perform the services herein.

- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the purposes of this contract, the Customer will forward to K12 such public records requests that it deems valid for non-privileged, non-confidential, non-exempt public records in K12's possession. K12 will evaluate the request and provide the Customer with such public records in accordance with applicable Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and, to the extent allowed by applicable law, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Section 4: Program Monitoring

The parties acknowledge that Customer shall regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Order. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in F.S. 1002.3105(5), 1003.4281, or 1003.4282 (if applicable); 3) that K12 maintain the confidentiality of all education records and the information contain within; 4) that K12 shall not disclose, unless allowed by applicable law or this Order, any education records without the prior written consent of the parent or Customer; and 5) that K12, to the extent require by this Order and Florida law, supplied every student participant with all instructional materials.

Section 5: E-Verify

- (a) Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system. <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation.
- (b) Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that it must maintain a copy of such affidavit for the duration of the contract or solicitation.
- (c) If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f).
- (d) If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but Contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

EXHIBIT B

K12 Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period").

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to K12 or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. Invoices shall be submitted to Customer by K12 or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) days from Customer's receipt of an invoice. Notwithstanding anything contained in this Agreement, if full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide K12 with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to K12.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide K12 with all information reasonably required by K12 to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that K12 is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. K12 agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, K12 has a legitimate educational interest for purposes of Customer disclosing to K12 students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law K12 or its affiliates may provide Customer with confidential information (as designated by K12) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

ENGLISH LANGUAGE LEARNERS, SPECIAL EDUCATION, AND DISABILITIES: If Customer is a public entity receiving federal Title III and/or Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of English Language Learner education and special education. Although K12 or its Affiliates may provide products and services that may be used in furtherance of professional development programs and/or language instruction education programs for English Language Learners, Customer is responsible for the provision and/or implementation of any services of any nature as required by Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the English Language Acquisition, Language Enhancement, and Academic Achievement Act or any similar law, whether federal, state or local. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, K12 will discuss, formulate and

make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that K12 may do so without incurring direct or indirect costs.

PUBLICITY: During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that K12 and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. K12 will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

AUDIT RIGHTS: This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12 or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to K12 or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 or its Affiliates in accordance with its then current practices, may request that Customer deliver to K12 or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

WARRANTY: K12 warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of K12, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of K12's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of K12 or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, K12's interests will be irreparably injured, the full extent of K12's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that K12 will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: K12 agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of K12 related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to K12 within thirty (30) days of its receipt of the Claim and b) Customer permits K12 to assume the control and defense of the Claim with counsel selected by K12. IN NO EVENT SHALL K12'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO K12 HEREUNDER. IN NO EVENT SHALL K12 BE LIABLE TO

CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER K12 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless K12 and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of K12 and subject to the conditions precedent that a) K12 provide written notice to Customer within thirty (30) days of its receipt of the Claim and b) K12 permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of K12 and the Superintendent of the Customer or their respective designees. The laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the Commonwealth of Virginia for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

INSURANCE. K12 will, at its own expense, maintain commercial general liability insurance (including personal injury, advertising injury and contractual liability) with a minimum limit of liability of \$1,000,000 per occurrence and in the aggregate, professional liability insurance with a minimum limit of liability of \$500,000 per claim and in the aggregate, automobile insurance with a minimum limit of liability of \$1,000,000 combined single limit and workers' compensation insurance in the minimum amounts required by statute. All policies other than the workers' compensation policy shall name Customer as an Additional Insured. K12 shall, upon execution of this Agreement and upon request of Customer, send a certificate of insurance to show that the policies are in full force and effect and set forth the limits of liability. K12 shall not cancel the insurance policies nor cause them to be cancelled.

MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that K12 may assign all of its rights and obligations under this Agreement to any person or entity that controls K12, is controlled by K12, or is under common control with K12 or to any successor in interest that acquires all or substantially all of the assets of K12; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) K12 is not a division or any part of Customer. Customer is not a division or any part of K12. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 and Customer; f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations, warranties and indemnities made in this Agreement will survive termination of this agreement; i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; j) Fuel Education LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of Fuel Education LLC is an entity that controls, is controlled by, or under common control with, Fuel Education LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. Fuel Education LLC and its Affiliates shall be referred to collectively as K12; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K12 at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

EXHIBIT C

K12 FLORIDA LLC DISCLOSURE REQUIREMENTS

Section 1002.45, Florida Statutes., requires the Provider to publish, for the general public, and as part of this application and any subsequent applications or contracts with school districts, the following information:

SOURCE OF ORIGIN OF CURRICULUM AND COURSE CONTENT

Information and data about the curriculum of each full-time and part-time program. Please include, at minimum, the source or origin of curriculum and course content, specific research and best practice used in design, the basis for and frequency of revisions, research related to effectiveness of curriculum, evidence that content and assessments are accurate, free of bias, and accessible for students with disabilities and limited English proficiency. Post a list identifying the National Collegiate Athletic Association (NCAA) approval status for each applicable high school course offered.

K12 Florida LLC, currently authorized by the Florida Department of Education (FLDOE) to participate with school districts in their Virtual Instruction Programs as well as to provide virtual instruction services to district sponsored online schools and cyber charter schools, is an indirect wholly owned subsidiary of Stride, Inc. ("Stride" formerly known as K12 Inc). Stride has transformed the teaching and learning experience for millions of people by providing innovative, high-quality, tech-enabled education solutions, curriculum, and programs directly to students, schools, the military, and enterprises in primary, secondary, and post-secondary settings.

Stride is a premier provider of K-12 education for students, schools, and districts, including career learning services through middle and high school curriculum. During school year 2020-2021, Stride supported over 200,000 students through its full-time public and private school programs. For adult learners, Stride delivers professional skills training in healthcare and technology, as well as staffing and talent development for Fortune 500 companies. Stride has delivered millions of courses over the past decade and serves learners in all 50 states and more than 100 countries.

Stride has invested to develop and acquire curriculum and online learning platforms that promote mastery of core concepts and skills for students of all abilities. The Stride suite of services and instructional curriculum and courseware, collectively referred to as the "Stride Curriculum", and currently includes Stride, Stride Learning Solutions Online Courses, Middlebury Interactive Languages, LTS Education Systems, and Career Readiness Education (CRE) curriculum. Stride provides a continuum of technology-based educational products and solutions to cyber charter schools, public school districts, public schools (including online schools), private schools, and families as we strive to transform the educational experience into one that delivers individualized education on a highly scalable basis. As an innovator in K-12 online education, we believe we have attained distinctive core competencies that allow us to meet the varied needs of our school customers and students and have shown academic success and achievement in the schools we serve.

CURRICULUM AND COURSE CONTENT

The design, development, and delivery of Stride's curriculum is grounded in a set of guiding principles that promote critical thinking and problem-solving skills to prepare students for the demands of the 21st Century. Stride uses "big ideas" in every subject area to organize the explicit learning objectives for each course. This approach enables teachers to easily connect their instruction to both content standards and to Florida's new B.E.S.T. Standards. It also helps students understand how skills and standards are connected, providing a coherence to the teaching/learning process often missed when content standards are taught as independent, unrelated ideas.

Stride content experts have developed a clear understanding of those subjects, concepts, and skills (as determined by experience and research on learning and teaching) that are often difficult for students to grasp. Greater instructional effort is focused on the most important concepts and on the most challenging concepts and skills. Stride uses existing research, feedback from parents and students, and the judgement of experienced teachers to determine these priorities and to modify Stride's learning systems to guide the allocation of each student's time and effort. It is important to emphasize that this personalized approach to instruction ensures that every student will receive the instructional support needed to master Florida's B.E.S.T. Standards.

In addition to the Florida standards, including the new B.E.S.T. Standards, courses within the Stride curriculum align to the Next Generation Science Standards, and the International Association for K-12 Online Learning (iNACOL) National Standards for Quality Online Courses. The objectives are crafted from educational research, state and national standards, and deep content expertise. Each course clearly identifies the objectives to be mastered in each lesson, unit, and semester. The lesson objectives are clearly defined on the learning platform.

Several types of multimedia are standard in the K12 curriculum and used strategically to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods:

- *Audio*: maximize the learner's ability to process information without being overwhelmed by visuals
- *Photographs/illustrations*: help represent, organize, and interpret the content
- *Interactive activities*: used to segment content, personalize learning, promote agency in learning, and offer opportunity to engage in activities incrementally increasing in cognitive difficulty (See Interactive Framework, below)
- *Technology-Enhanced Item types*: offer students opportunity to demonstrate varying depths of knowledge mimicking high-stakes testing demands
- *Animations/Videos*: used as concrete modeling of behavioral learning objectives, hooks to introduce real-world applications, and brings instruction to life

As an example of interactive activities, Stride Science courses include open-ended simulations giving students an environment to model natural phenomena. The open-ended simulations present the learner with the simplest case appropriate for their knowledge development and then provide the means to reshape the environment using increasingly more sophisticated tools or ideas. The simulations give students the opportunity to create and test models, to reinforce core lesson ideas, and to apply scientific and engineering practices in virtual labs.

Interactive Framework

The Stride curriculum provides an interactive framework designed to enable students to fully reap the benefits of the personalized online learning environment. Many digital curriculum courses created by other curriculum providers are simply online textbooks and lack robustness and implementation support.

The Stride course experience is designed expressly for a digital learning environment that follows careful instructional design principles and is packed with rigorous content so that the learning experience creates a full story arc. Stride courses follow a framework of interactivity that is peppered with engaging media, video, and interactivity, fully using technology to enhance learning and engage students. Courses match interactivity level to the cognitive level of the task at hand based on research-backed principles of cognitive science, feedback from the students in the schools and programs served by Stride, as well as feedback from parents and teachers.

Summit Curriculum

The Stride Summit courses are built on a consistent, predictable instructional model to ground students in what to expect and are packed with rigorous content, interactivity, and engaging media and video. The courses personalize learning in a variety of ways, from offering more scaffolded learner paths for students needing extra support, to matching readers to appropriately leveled texts. Summit courses are designed expressly for a digital learning environment, using technology and instructional design principles to enhance instruction and engagement, not just to deliver print-based instruction online. The result is a comprehensive online learning experience. Currently, all Stride grades K-8 ELA, Math, Science, History/Social Sciences, Art, and Health and Physical Education curriculum are Summit courses. The majority of Stride grades 9-12 ELA, Math, Science, History/Social Sciences, and electives are Summit courses.

Elementary and Middle School Curriculum

Families with students enrolled in elementary grades begin the school year with a Welcome to Online Learning course. New middle school students attend "Online Learning: Middle School", which introduces them to the online learning platform. Returning students attend "Welcome Back: Middle School". These introductory courses provide an overview of each curriculum area so students and Learning Coaches can familiarize themselves with the philosophy behind the curriculum methodology and overall course organization. Topics covered in grades K-5 include:

- the online school tools like the daily plan, messages, and help
- course organization of lessons, including assessments
- resources like Big Universe and Scholastic Go; and
- strategies to get organized and be a successful student in online courses.

In addition to the above, topics for middle school also cover time management (including how to take advantage of the flexibility of online courses) and how to form a consistent plan each day.

The lessons are interactive and include actual animations or graphics that are used in the courses themselves. By the end of their respective introductory courses, students will be fully prepared to begin their lessons in the online school.

K-8 Interactive Curriculum

The Stride K-8 curriculum is engaging and includes a variety of innovative game-like experiences embedded in the instructional content. For example, the "Space Coaster" game is integrated into some Math and ELA courses. Students work to improve fluency with math facts, selecting a piece of roller coaster track with each correct answer to build a personalized animation that allows them to "ride" their roller coaster when they complete the game.

This adaptive game-based learning system, called Stride Skills Arcade, is both a supplemental software program for English Language Arts, Math, Reading, and Science in grades K - 8 and is also being integrated for practice opportunities based on students' needs aligned to what students have learned in Summit ELA and Math curriculum. Stride integrates gaming components and a reward system to engage students while helping below or above grade level students expand their knowledge. Stride Skills Arcade provides adaptive algorithms that put students on a learning pathway based on the questions they answer correctly or incorrectly so students spend less time on skills they have mastered and more time practicing skills with which they are not yet proficient. Stride Skills Arcade is tailored to each student's needs, keeps students motivated, and is built directly into many lessons. Reteaching and practice cycles are delivered right at point of use within the most challenging lessons to ensure students who need extra support receive remediation before misunderstandings form misconceptions. In addition to the online curriculum, the Stride curriculum provides students with interactive offline learning in a number of ways:

- Multiple ways to complete questions, self-assessments, and study guides
- A variety of hands-on materials and supplies sent to students to encourage investigation and make the course as much about offline learning as online learning
- Live web-based teacher-student interactions provide for 1:1 and/or group learning. These activities generate opportunities for student communication through remediation, practice, critical thinking, short projects, and more.

From Kindergarten through 8th grade, Stride courses are categorized into eight major subject areas – math; science; English/language arts (ELA); history and social sciences; art; music; world languages; and health and physical education – plus adaptive supplemental courses. The proprietary elementary and middle school curriculum includes the courses that students need to complete their core kindergarten through eighth grade education, with more than 700 engaging lessons in each subject. These courses focus on developing fundamental skills and teaching the key knowledge building blocks or schemas that each student needs to master the major subject areas, meet state standards, and complete more advanced coursework. The curriculum includes assessments (whether formative or summative) built in at regular intervals appropriate to each course and subject to ensure mastery and provide for remediation or enrichment where necessary.

Math: Stride's elementary (grades K-5) Math program is designed to establish fluency in arithmetical computation while also deepening the ability to reason mathematically (conceptual math). A suite of courses collectively called Summit Math, part of a greater collection of the innovative Summit courses, represents Stride's second generation of research and development into effective approaches in early mathematics instruction and current e-learning instructional design.

Stride's Math courses emphasize an active, multi-sensory approach to ensure that students understand the concrete realities that underlie mathematical concepts. Spiraling practice and review ensures mastery of basic skills. Embedded online games and animations motivate and engage students in challenging work and help illustrate concepts, while challenge problems help students develop critical thinking skills. From helping younger students make the link between the concrete and the abstract to immersing older students in the symbolic manipulations of algebra, Stride Math provides a thorough mathematical grounding and foundation for middle school.

Science: Stride offers real science for young students. The program balances hands-on experience with systematic study of scientific terms and concepts. To enhance students' understanding of experimental procedures and scientific concepts, students may use online "sandbox" experiences or lab supplies and materials which they receive. Exploring life, earth, and physical sciences in each grade, Stride Science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances.

Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism,

and much more. Through hands on experiments, the program helps students develop skills of observation and analysis and learn how scientists understand our world, using materials shipped to students in kits. This fundamental instructional practice of applied science has prepared the Stride Science courses for the NGSS with their notable emphasis on applied science in the NGSS' newly explicit engineering strand.

English Language Arts (ELA): Stride ELA courses help students develop important reading and writing skills, while also inspiring a love of literature. Combining phonics, literature, language skills, and spelling lessons, the ELA program emphasizes classic works from a diverse range of cultures and traditions while offering contemporary, authentic reading experiences via physical trade books and Big Universe, a rich digital library (see below). The courses also include informational texts and address writing as a process to prepare students well for standardized tests in the areas of language skills and reading comprehension. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multi-sensory activities. Older students develop literary analysis and comprehension skills by reading novels and nonfiction works.

Grades 2 – 5 Summit English Language Arts course strands are interwoven for a cohesive, balanced experience. Stride Skills Arcade for ELA (see description above) provides independent practice tailored to each student's specific needs, built right into many lessons. Reteaching and practice cycles are delivered right at point of use within the most challenging lessons to ensure students who need extra support receive remediation before misunderstandings form misconceptions.

"Big Universe" is a digital library offering thousands of leveled eBooks, a reading fluency tool, analytics to demonstrate reading growth, and engaging reading practice opportunities. Big Universe and the Fluency Tool are embedded within grades 3, 4, and 5 ELA Summit courses. In order to match readers to engaging texts at their instructional reading level, the Summit ELA grades 3, 4, and 5 courses provide reading benchmarks and reading checkpoints within each course which allow teachers to place fluency checkpoints into student plans as appropriate for a student's class and schedule. The Fluency Tool uses sophisticated natural language processing and scoring based on empirical research. A benchmark test is provided to students and asks them to read three passages aloud, to retell what they have read, and to answer a few comprehension questions about each passage. The Fluency Tool determines each student's instructional level using measures of reading rate, comprehension, accuracy, and expression. The checkpoint exams help the teacher to monitor how the student is reading compared to the student's instructional level.

History: The Stride kindergarten history and social sciences program takes students on a world tour of the seven continents and provides an overview of American History through a series of biographies of famous Americans. The first-grade history program tells the story of the geography and ancient history of Greece, Egypt, and China; as well as the origins of Judaism, Hinduism, Buddhism, and democracy. New grades 2 through 4 history curriculum will be introduced in SY2021-2022 focusing on exploring community, civics, citizenship, and state history through eBooks, web explorations, and hands on projects. Students in second grade experience a broad introduction to social studies and build a base for future learning. Third graders explore the world around them through the lens of diverse social studies concepts and topics. Fourth graders investigate the geography, history, economics, and civics of the United States. Students in grades 5 and up explore major themes and topics in greater depth through an American Studies course.

Art: Following timelines parallel to those of the History lessons, Stride Art lessons introduce students to great works of art from different cultures and eras while engaging them in creative activities, including painting, drawing, sculpting, and weaving using provided materials such as oil pastels, crayons, molding clay, plaster, yarn, and more. Students are introduced to the elements of art—line, shape, color—and identify different types of artwork such as portrait, landscape, and still life as they learn about important paintings, sculpture, and architecture. They study the works of famous artists and learn about different artistic movements such as Impressionism and Cubism and explore artistic traditions of diverse lands and cultures. Students also create their own works of art similar to those they have learned about, such as mobiles, collages, and stained glass.

Music: Stride allows students to explore and build foundational music skills with Spotlight on Music. This course offers a variety of learning activities that include singing, dancing, virtual instruments, listening maps, and authentic sound recordings. Music comes to life in the course through six units that are organized into three sections: Spotlight on Concepts, Spotlight on Music Reading, and Spotlight on Celebrations. Students learn about these musical elements: duration, pitch, design, tone color, expressive qualities, and cultural context. Students explore music from around the world while also exploring beat, meter, rhythm, melody, harmony, texture, form, tone color, dynamics, tempo, style, and music background. Students also have the opportunity to perform seasonal and celebratory songs.

World Languages: Stride offers the only online language-learning program designed specifically for students in the lower elementary grade levels. The Stride offering in World Languages, Middlebury Interactive Languages, gives students a choice of World Language courses and helps students to read, write, speak, and listen for meaning in the languages they choose to study, with an overall emphasis on proficiency. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the World Language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns while helping older students master numerous grammar principles. Courses prepare students to put their new language to use in both social and academic settings by incorporating the vocabulary and patterns they have learned.

In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and compare practices and perspectives of various cultures. Because learning a language involves a variety of learning

skills, studying a foreign language can enhance a student's ability to learn and function in several other areas. Children who have studied a language at the elementary level tend to score higher on tests in reading, language arts, and math. People who have learned foreign languages show greater cognitive development in areas such as mental flexibility, creativity, and higher order thinking skills such as problem-solving, conceptualizing, and reasoning.

In addition to cognitive benefits, the study of foreign languages leads to the acquisition of important life skills. Because language learners learn to deal with unfamiliar cultural ideas, they are much better equipped to adapt and succeed in a fast-changing world. They also learn to effectively handle new situations. In addition, the encounter with cultures different from one's own leads to tolerance of diverse lifestyles and customs and improves the learner's ability to understand and communicate with people from different walks of life.

Elementary and Middle School Career Readiness Education (CRE)

"Experience" is the key word for elementary school CRE. During elementary school, students will begin to experience careers and develop professional skills (e.g., communication, organization, presentation). The School's career readiness director will work with teachers to introduce students to the concepts of careers and will design lessons, activities, and field trips that provide opportunities for students to experience various careers. Career kits - similar to science kits – will be sent to families for students and parents to explore together. Stride has partnered with the Inventors Hall of Fame to create these quarterly career experiences in a variety of career clusters.

"Exploration" is the key word for middle school CRE. A two-semester course introduces 6th or 7th graders to opportunities across the sixteen National Career Clusters™. Then, students may choose from Stride's 5 one-semester cluster exploration courses in Agriculture, Food, and Natural Resources; Arts, A/V Technology, and Communications; Business, Finance, and Marketing; Health Science and Human Services; Information Technology; and Manufacturing, Architecture, and Construction. The purpose of cluster exploration courses is to increase the student's awareness of their interests and the careers that are available. The courses cover basic concepts related to each career cluster and its pathways. Students learn how to choose a satisfying career by identifying strengths, interests, skills, abilities, and areas for growth.

Explorations courses utilize a project-based learning (PBL) format in which students engage in long-term, authentic projects to achieve learning goals. All PBL courses include 3-4 projects that contain the following features: alignment with standards (state, national, and/or industry), real-world work scenarios, student collaboration, professional communication skills (including writing and speaking), engaging multifaceted challenges, and cycles of revision and reflection. Each project is designed to create the "need to know" for students to learn the targeted content of the course. Students take on professional roles to develop their project and in-demand career skills take center stage. Activities in Explorations courses teach leadership, critical thinking, communication, and problem-solving skills that are essential to project success. Each course prompts students to begin career planning by developing an academic plan, identifying courses that meet career goals, understanding education and certification demands in a field, and collecting artifacts for a portfolio.

High School Curriculum

The "Online Learning" course is an introduction to the virtual learning environment for high school students with information for Learning Coaches (usually a guardian or parent, but could be any caring adult who will support the student in their learning process). Topics include an orientation to people and parts of an online school, the online school platform, opportunities for socializing, sample assessments, and tips about how to create an effective learning environment, manage time, and be successful. Each lesson has video tutorials, printable guides, and practices activities such as sending email or creating schedules and backup plans. Veteran students and Learning Coaches share personal experiences and advice.

Whether targeting a top-tier, four-year university; a local community college; or an immediate career, high school students can choose from an array of appropriately paced course offerings in order to maximize their post-high school success.

Stride courses will meet all state graduation requirements, and the diversity of electives is designed both to help students earn their high school diploma and find their own path to post-high school success.

Math, English, Science, and History courses are offered in a range of levels (including Honors and Advanced Placement; see details below). Unlike other programs, where a student must be on a particular "academic path," the Stride curriculum allows students to chart their own course, choosing from a variety of levels of courses designed to match various aptitudes and goals. So, if a student excels in Math and Science, they may take all Honors/AP courses in those subjects while choosing from Comprehensive versions of English and History courses. These multiple course levels prevent students from being "locked in" to one level of a particular subject and reflect and support the personal, natural progress and growth of each student. Foundational and credit recovery courses are offered to meet the needs of diverse learners.

Stride continuously invests and develops techniques and features in the high school curriculum to improve accessibility and interoperability with mobile devices. Most Stride-produced textbooks, reference guides, literature readers, and lab manuals are now offered in a digital, online format (PDFs, eBooks) and are optimized for use with mobile devices. New content is developed following mobile-first development practices and supports responsive design.

The Stride high school curriculum will provide students the opportunity to harness the power of individualized learning by choosing from the following levels of Math, English, Science, and History courses:

Comprehensive courses: Students work on extensive writing and research projects, and tackle problems that require more analytical thinking. Course projects and activities also require independent thinking and self-discipline.

Honors courses: Students are expected to take more responsibility for their progress in the course and are held to a greater

degree of accountability in which they must show even greater independence and self-discipline. Students synthesize and evaluate information and concepts from multiple sources and read texts typically assigned in college-level courses. Students also demonstrate college-level writing in essays that require analysis of primary and secondary sources, responsible use of evidence, and comprehensive citation of sources. Honors projects—emphasizing duration over time, group and collaborative work, and communication skills—are inspired by the principles embodied in the 21st Century Skills Initiative.

Advanced Placement (AP) Courses: The Stride curriculum offers an AP array that is far larger than that in most conventional brick-and-mortar schools. Stride re-evaluates its AP catalog of courses in accordance with changing College Board guidelines and student and school requests. AP courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses are designed to prepare students for success on AP exams, providing students the opportunity to earn credit at many of the nation's colleges and universities.

Stride offers the following Advanced Placement courses that were officially approved through the College Board's AP audit process:	Art History	French Language and Culture
	Biology	Macroeconomics
	Calculus AB	Microeconomics
	Chemistry	Psychology
	English Language and Composition	Spanish Language and Culture
	English Literature and Composition	United States History
	Environmental Science	World History: Modern

History: Stride high school History emphasizes the narrative of history—a narrative story that includes great historical figures as well as everyday people, and the governments, arts, belief systems, and technologies they have developed in various cultures over time. These history courses meet state and national standards for content and skills and are offered at levels appropriate to the student's needs. Courses in World History, Modern World Studies, United States History, and Modern United States History combine stunning textbooks (in both conventional and online formats) published by Stride with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through virtual field trips, discussion boards, and a variety of research and skills activities. Online lessons also integrate topics in geography, civics, and economics into the study of history. Economics and U.S. Government courses are also offered to meet graduation requirements.

English: Stride high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. Stride English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, which include opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary, grammar, usage, mechanics, and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

Science: Stride offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics, astronomy, forensic science, and environmental science. Stride science courses provide hands-on exploration. Courses have the option to use real materials to conduct scientific laboratory investigations at home. Options also exist to take these courses using virtual laboratories that reflect actual laboratory experience in a virtual setting. Students taking these high school science courses become familiar with, and practice using, science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, data collection and analysis, and forming scientific conclusions. The Stride high school science courses prepare students for college science courses, not only by providing solid, scientifically accurate content but also by developing laboratory awareness and skills, and by firmly anchoring students in scientific principles.

Math: Stride high school Math balances mastery of fundamental skills with critical thinking and problem-solving. The program emphasizes an active, research-based approach to ensure that each student understands the mathematical concepts and is able to master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are animated to bring the math to life, while others provide students with the ability to interact with a structured, partially completed problem. Offline components provide application and practice opportunities. In addition, teachers often record their instructional sessions and make them available to students for review.

The textbooks (in both offline and digital formats) provide reference information and more worked examples. Robust, well-sequenced problem sets that allow students to learn by practicing are offered in every math course whether online or offline. Each lesson also includes resources that help teachers and Learning Coaches support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics. Teachers also use "Exit Tickets" after online instructional sessions. These Exit tickets provide students with the opportunity to demonstrate what they have learned in that live session. Teachers use this information to

personalize learning feedback to students.

Many courses are available in various levels including Honors and AP. Among the math courses offered are Algebra 1, Algebra 2, and Geometry to meet graduation requirements.

World Languages: World Languages are increasingly important in the economy today. Stride's online language courses include recording technology so students' speaking ability can be accurately assessed by their teachers. High school students can take up to four years of World Language courses (including college-level AP) in a variety of languages to meet their graduation requirements.

Elective Curriculum:

Stride's curriculum is enhanced by a wide array of electives that enriches students' education in essential areas—including those identified by the 21st Century Skills and STEM initiatives—and will prepare students well for the world beyond high school. Stride's elective curriculum includes courses in:

- **World Languages:** High school level World Languages courses currently offered by Stride include Spanish, French, German, Latin, Chinese, and Sign Language.
- **Science:** Special interests in science can be pursued in Environmental Science, Renewable Technologies, Astronomy, or Forensic Science.
- **Social Science:** Students interested in the social sciences can elect to explore Anthropology, Psychology, Economics, Civics, Sociology, Family and Consumer Science, Archaeology, or Contemporary World Issues.
- **Fine Arts:** Electives in the arts include Fine Art, Music Appreciation, and AP Art History.
- **Technology and Computer Science:** A variety of technology and computer science courses are offered, ranging from basic Computer Literacy to Computer Science. Students may explore career avenues with courses including Digital Arts, Image Design and Editing, C++ Programming, and Web Design. Technology and computer science courses are heavily project-based, and students complete the courses with portfolios of completed work.
- **Business:** Students are given additional opportunities to explore careers with Marketing and Accounting. They can get practical experience in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses with Personal Finance. Consumer Math's comprehensive review and study of arithmetic skills has both personal and vocational applications.
- **Health and Physical Education:** Students can earn credit and learn essential skills with the courses Skills for Health and Physical Education. Physical Education, which may be repeated for additional semesters as needed to meet state requirements, requires daily physical activity, verified by a parent or mentor. Physical Education is also available as credit recovery.
- **Communications:** Students can pursue their interests in communications with courses in Journalism, Public Speaking, or Creative Writing.
- **Finding Your Path:** Students are guided through high school with a series of courses called Finding Your Path. These courses, which include Stride's school-counseling tool, help students navigate the unique challenges of each year of high school, plan ahead, and meet their goals. Other courses that focus on study skills, school success, and future plans include Reaching Your Academic Potential and Achieving Your Career and College Goals. Students may also get valuable work experience and school credit for projects they design themselves in Service Learning.

Career Readiness Education

Stride recognizes that student plans after high school will vary and may include immediate immersion in the workforce as well as postsecondary education. Stride currently has over 200 Career Readiness Education (CRE) courses ranging from career exploration courses to in-depth content in 26 of the Career Pathways™ in seven of the sixteen National Career Clusters™. Stride is continuing to develop additional exploration courses and in-depth courses based on other pathways identified in the National Career Cluster Framework.

K12 offers a wide range of CTE courses, from career exploration courses to in-depth content in 30 of the Career Pathways™ in six of the sixteen National Career Clusters™. K12 is continuing to develop additional exploration courses and in-depth courses based on other pathways identified in the National Career Cluster Framework.

Stride's set of intensive course pathways prepares students with work-ready skills and credentials. These pathways can be embedded in any school and could easily represent a "school-within-a-school" allowing students to leave high school with qualifications in demand in today's labor market. Stride launched its first career-focused school in 2014. These schools are dedicated to career preparation, where all students pursue a career pathway in addition to their core education and high school diploma.

Of Stride's career courses, 50 utilize a project-based learning (PBL) format in which students engage in long-term, authentic

projects to achieve learning goals. All PBL courses include around 3-4 projects that contain the following features: alignment with standards (state, national, and/or industry), real-world work scenarios, student collaboration, professional communication skills (including writing and speaking), engaging multifaceted challenges, and cycles of revision and reflection. Each project is designed to create the “need to know” for students to learn the targeted content of the course. They are built to meet the industry metric HQPBL Framework with input from both PBL experts and content experts. Stride continues to build PBL courses under the various clusters.

In addition to Career Exploration, the PBL courses currently support a variety of CRE pathways including Agriculture, Food, and Natural Resources; Arts, A/V Technology, and Communications; Business, Finance, and Marketing; Health Science and Human Services; Information Technology, Law, Public Safety and Security, and Manufacturing. Adding in career electives, CRE courses offered span topics in the clusters of Agriculture, Food, and Natural Resources; Arts, A/V Technology, and Communications; Business, Finance, and Marketing; Education and Training; Law Public Safety, and Corrections/Security; Health Science and Human Services; Hospitality and Tourism; Information Technology; and STEM, Manufacturing, Architecture, and Construction.

An example of a CRE pathway program is the four-year Therapeutics pathway. This consists of an exploratory experience in Health Science and Human Services and multiple courses within the Therapeutics pathway (e.g., Medical Terminology, Medical Assisting, Nursing Assistant, Dental Assistant, and Pharmacy Technician). This pathway prepares students for credentials such as DANB National Entry Level Dental Assistant, American Medical Certification Association (AMCA) Clinical Medical Assistant Certification, or AMCA Nursing Assistant Certification.

Credit Recovery

Stride and its curriculum experts are prepared to meet all students where they are. The Stride curriculum provides credit recovery courses for students who have not successfully completed courses required for graduation and are “at risk”. Credit recovery courses include diagnostic tests assessing students’ understanding of fundamental content and direct them to review or move ahead accordingly. Social emotional activities encourage students throughout the course. Designed to provide flexibility in delivering teacher support, these courses include computer-graded assignments and assessments with the option to augment teacher-graded assignments and assessments, as appropriate.

SPECIFIC RESEARCH AND BEST PRACTICE USED IN DESIGN

Stride provides a rich, research-based curriculum that has been proven to deliver strong student achievement and growth. The program is designed to meet the needs of a diverse student population by integrating multiple assessment tools, cognitive learning strategies, and instructional supports. The pedagogical approach incorporates development of a research-based curriculum with built-in cognitive science-based learning strategies and a design that anticipates and assesses for common misconceptions that interfere with student learning and progress. Stride provides a full-service product unique in the virtual learning space through its award-winning curriculum and instructional supports, training, and professional development for teachers. This program is designed to leverage best practices from brick-and-mortar classrooms that are adapted to the virtual learning environment.

User-Centric Design

User-centric design means making a product easy and enjoyable to use by understanding the people who use the product: students, Learning Coaches, and teachers and other school personnel. It is an integral aspect of development. The User Experience Design Team at Stride seeks to understand users through observations and data. Information is organized to be effective for the user and aesthetically pleasing. Interactive behaviors are designed to allow users to complete their goals or tasks. This process is iterative, using user feedback to inform both initial design and design enhancements. Utilizing user research and analytics, information architecture, interaction design, content strategy, visual design, and usability testing, the team identifies problems that users encounter within the system and works to re-design aspects of the system to make it more intuitive and user-centered.

The team utilizes focus groups, surveys, and interviews, among other tools, to research how end users interact with the system. Since 2015, the Stride User Experience team has conducted 180 studies with 63,801 participants. Their work has improved the overall usability of Stride’s platform, enabling students, teachers, and Learning Coaches to move through the system with more ease, allowing them to focus on coursework instead of technical issues.

For example, over the past three years, the team studied the family experience of receiving and setting up their loaner computers. Stride implemented recommended changes from the research that improved the satisfaction score for the computer start-up including preloaded software by 9%. These changes also resulted in the increase of satisfaction with setting up loaned peripherals (head set and printer) and connecting to the Internet by 6%.

The group also analyzed and recommended hardware to improve the loaner laptop’s performance on school tasks. These higher performing computers resulted in a 42% reduction in customer support calls related to hardware. Recently, the team performed four separate studies at various stages in the K-5 Online School (OLS) redesign to improve aspects of the new interface. Recommended changes were made to the product which resulted in students performing successfully on high frequency tasks while Learning Coaches found the new design to be motivating and engaging to their students.

A Research-based Pedagogical Basis

Extensive and ongoing research ensures that the Stride curriculum is based on sound principles of instructional design and delivery. The research base includes:

- **Cognitive Science Research on How Students Learn:** aligns cognitive research, student performance measurement, and instructional strategies targeted to ensure best practice and student accessibility to Stride curriculum.
- **Research on the Structure of Expert Knowledge:** (including mathematicians, scientists, historians, writers, and others) to map the relationships among big ideas, facts, and skills in each subject area
- **Research on General Instructional Principles:** empirically-tested principles of online instruction using multimedia resources
- **Research on Teaching Specific Topics and Addressing Possible Misconceptions:** helping students overcome misconceptions related to complex instructional objectives
- **iNACOL National Standards for Quality Online Courses**
- **Virtual Learning Leadership Alliance (VLLA)/Quality Matters' National Standards for Quality Online Courses (formerly iNACOL National Standards for Quality Online Courses):** including online course guidelines for content, instructional design, student assessment, technology, and course evaluation and support
- **Proven Strong Student Achievement and Outcomes:** performance evaluations based on a variety of assessment administered throughout the school year to inform and evaluate the teaching and learning cycle
- **A Curriculum Designed to Meet Diverse Needs:** providing unit-level and lesson-level goals and objectives, online and offline activities, and other attributes to meet diverse student needs
- **Multiple Assessment Tools and Strategies:** assessment tools and strategies linked to learning objectives allowing students to demonstrate what they have learned in a variety of ways

Stride is submitting alignments to the new Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards for English Language Arts (ELA) and Mathematics to FLDOE following the timeline set by the Florida State Board of Education. The Stride curriculum is also aligned to the organization's mission to help students reach their full potential through inspired teaching and personalized learning.

iNACOL National Standards for Quality Online Courses, version 2

In 2007, iNACOL published standards based closely on work originally formulated by the Southern Regional Education Board (SREB). iNACOL's standards outlined quality guidelines for online courses—covering content, instructional design, student assessment, technology, and course evaluation and support. Schools and other educational organizations used these standards as a rubric for evaluating the quality of any online courses they wished to offer. The iNACOL standards were revised in late summer 2011. Stride's courses have been so widely recognized for embodying best practices for online learning that Stride's curriculum department was invited to join the committee for revising the standards. Version 2—published in October 2011—included reformulated standards that were more easily applicable and verifiable in the growing landscape of different online scenarios.

In 2018, Quality Matters (QM) and the Virtual Learning Leadership Alliance (VLLA), started a broad-based effort to revise and maintain the National Standards for Quality Online Learning, building upon the work started by iNACOL. The revised standards include 2019 National Standards for Quality Online Courses. Stride is committed to producing courses that meet or exceed these standards.

A K12 evaluation of its courses against the iNACOL standards reveals high marks for compliance. Documentation for alignment with the 2011 standards is available for review.

Proven to Deliver Strong Student Achievement and Outcomes

To assess the effectiveness of curriculum and instruction across public schools served by Stride (which, state by state, follow different standards and administer different assessments), Stride uses a variety of readiness, formative, summative, and state-required assessments at applicable grade levels. Readiness assessments offer an initial benchmark for student skill level in each core area, which allows teachers to differentiate instruction based on student needs. Formative assessments given during each instructional cycle provide detailed information which, through a variety of strategies, will improve instructional techniques and student learning while it's happening. Summative and state-required assessments are used to measure student learning at culminating points in a student's academic career, such as at the end of a semester or the end of the school year. Student performance is evaluated to inform and evaluate the teaching and learning cycle.

A Curriculum Designed to Meet Diverse Needs

- Each Stride course follows a carefully organized scope and sequence articulating measurable lesson-level objectives that clearly state what students should know and be able to do at the end of the course. To help students master the objectives Stride creates and assembles a wide variety of learning components to satisfy the diverse needs of students in multiple learning environments.
- Stride lessons address multiple learning styles, including auditory, visual, and kinesthetic modalities. The online curriculum

is designed in a rich, multimedia format to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods.

- Online and offline activities within the Stride curriculum can be adapted in ways to accommodate student needs, and new tools allow high school teachers to adjust and augment curriculum for individual students.
- The Stride curriculum includes several types of activities to enhance students' critical thinking. As students develop factual knowledge, problem-solving skills, and conceptual understanding, they practice critical thinking through a variety of tasks that require them to reflect on what they've learned and how it applies to new tasks and situations.
- Stride is committed to delivering a curriculum that is multicultural, pluralistic, and inclusive. Curriculum developers are trained in how to guard against demographic, geographic, political, racial, and intellectual bias.

A Curriculum with Multiple Assessment Tools and Strategies

- Stride assessments employ a variety of formats, allowing students to demonstrate what they have learned in a variety of ways, from online computer-scored tests to extended performance tasks evaluated by the teacher. In many courses, teachers are provided detailed rubrics to guide evaluation.
- Stride's assessments are consistently linked to clearly-stated learning objectives designed to capture varying depths of knowledge, including recall of factual information, deep understanding of concepts, strategic application of concepts and skills, and metacognitive knowledge. Instructional activities are built directly from the objectives and related to the assessment items, ensuring coherent alignment of objectives, instruction, and assessment.
- Appropriate assessments are built into almost every lesson to evaluate mastery and point the way to remediation or enrichment.
- Technology-enhanced item types provide powerful opportunities for students to gain practice and familiarity with items mimicking the format of those they may encounter in testing scenarios today. These items allow students to demonstrate depth of knowledge and higher-order thinking ability. For this reason, a variety of item types, including drag and drop and fill in the blank, are used throughout the courses.

BASIS FOR AND FREQUENCY OF REVISION

Stride reviews course content on a regular basis to update and enhance course content, materials, instructions, and assessments. Every student and teacher benefits from courses including assessments that take advantage of the newest standards, proven instructional methods and the latest technology. Regardless of the reason, Stride is committed to maintain up-to-date, standards-based, fully aligned courses. Stride has an in-house product development team that stays in touch with changes and quickly acts to keep courses current.

Each year the content development group prepares a development plan for new courses and course enhancements based on emerging needs, client feedback, user testing, and input from teaching staff. In general, Stride courses are iteratively developed and continuously evolving.

User feedback from teachers, students, and families is reviewed daily and minor changes, called "maintenance," are made throughout the year based on the feedback. Feedback is a crucial part of the course development process and maintenance of the course.

EFFECTIVENESS OF THE STRIDE CURRICULUM

Stride, using the Stride suite of services and instructional curriculum and courseware, has shown academic success and achievement in the schools it serves across the country.

In 2018, AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, renewed its five-year quality assurance accreditation of K12 Inc. (now Stride, Inc.). AdvancED was created through a 2006 merger of the PreK-12 divisions of the North Central Association (NCA) and the Southern Association of Colleges and Schools (SACS)—and expanded through the 2011 acquisition of the Northwest Accreditation Commission (NWAC).

AdvancED conducts rigorous, on-site external reviews of PreK-12 schools and school systems to ensure that all learners realize their full potential. AdvancED Education Service Agency (ESA) Accreditation is a systems approach to improving learner performance results over time. This Accreditation recognizes that increasing student achievement is more than improving instruction. It is a result of how effectively all the parts of the corporation - the leadership, schools, and classrooms served - work together to meet the needs of learners.

To earn and maintain Accreditation, Stride must:

- Meet quality standards set forth by AdvancED.

- Engage in a continuous process of improvement.
- Demonstrate quality assurance through internal (Self-Study) and external review (Quality Assurance Review).

In November 2018, AdvancED merged with Measured Progress and is now called “Cognia”. Cognia is a global nonprofit working in over 80 countries. Cognia offers accreditation and certification, assessment, professional learning, and improvement services within a framework of continuous improvement. Stride, Inc., Learning Solutions Instructional Services Team (serving the K12 Florida LLC district virtual instruction programs), Florida Cyber Charter Academy at Clay County, Florida Cyber Charter Academy at Duval County, and Florida Cyber Charter Academy at Osceola County are each accredited by Cognia.

In 2007, Stride managed public schools graduated their first cohort of just 6 students. Since that time, 66,620 students have earned a high school diploma including 11,587 students who graduated in SY2020-2021 from online and blended schools using the Stride education program. Students graduating from Stride virtual schools have enrolled in hundreds of higher education institutions. They can be found attending selective universities, schools of liberal arts, culinary arts, business, fine arts, and top technology and fashion institutes, among others. Graduates are also going into careers—in the military, apprenticeship programs, on the job training, or directly into the workforce.

Stride’s Suite of Curriculum Content and Assessment

School leaders and teachers will review curriculum, assessments, and supplemental materials each year or upon a change in state standards and/or assessments, to ensure standards alignment and ability to differentiate instruction and assessment. This includes instructional mapping, which is a process for collecting and planning instruction using curriculum related data that identify core skills, processes employed, and priority standards for each subject area and grade level. Modifications will be made throughout the year as determined by the school leaders and teachers as necessary.

Stride’s highly credentialed subject matter experts bring their own scholarly and teaching backgrounds to course design and development and are required to maintain relationships with and awareness of guidelines from more than 60 national and international subject area associations.

- AAAL—American Association for Applied Linguistics
- AAAS—American Association for the Advancement of Science
- AAPT – American Association of Physics Teachers
- AATF—American Association of Teachers of French
- AATG—American Association of Teachers of German
- AATSP—American Association of Teachers of Spanish and Portuguese
- Accessible Book Consortium
- ACL—American Classical League
- ACTE—Association for Career & Technical Education
- ACTE - Association for Career and Technical Education
- ACTFL—American Council on the Teaching of Foreign Languages
- ADA National Network
- ADP/Achieve.org—American Diploma Project from www.Achieve.org
- AdvanceCTE
- AERA—American Educational Research Association - <http://www.aera.net>
- APA—American Philological Association
- Assistive Technology Industry Association
- CCSSO—Council of Chief State School Officers – www.ccsso.org
- CEFR—Common European Framework of Reference for Languages
- Center for Civic Education
- Center on Online Learning and Students with Disabilities
- CLTA—Chinese Language Teachers' Association
- CRESST—National Center for Research on Evaluation, Standards, & Student Testing – www.cresst.org
- Final Report 2008: Foundations for Success
- Getty Education Institute for the Arts
- Head Start
- IAD—International Dyslexia Association
- ILR—International Language Roundtable
- ILTA—International Language Testing Association
- IRA—International Reading Association

- IUPAC—International Union of Pure and Applied Chemistry
- MCREL—Mid Continent Research for Education and Learning
- NAEA—National Art Education Association
- NAEP—National Assessment of Educational Progress – www.nces.ed.gov/nationsreportcard
- NAS—National Academy of Science
- NASPE—National Association for Sport and Physical Education
- National Art Education Association
- National Association for Gifted Children
- National Association for Music Education
- National Center on Accessible Education Materials
- National Center on Universal Design for Learning
- National Geographic
- National Mathematics Advisory Panel
- NCAA
- NCEE—National Council on Economic Education
- NCES – National Center for Education Statistics – www.nces.ed.gov
- NCHE—National Council for History Education
- NCHS—National Center for History in the Schools
- NCSA—National Conference on Student Assessment - <http://www.ccsso.org/nca.html>
- NCSS—National Social Studies Standards
- NCTE—National Council of Teachers of English
- NCTM—National Council of Teachers of Mathematics
- NETS/ISTE—National Educational Technology Standards from the International Society for Technology in Education
- NGSS—Next Generation Science Standards
- NICHD—National Institute of Child Health and Human Development
- NIFL—National Institute for Literacy
- NRP—National Reading Panel
- NSTA—National Science Teachers Association
- PARCC—Partnership for Assessment of Readiness for College and Careers
- Partnership for 21st Century Skills
- PISA—Programme for International Student Assessment – www.oecd.org/pisa/aboutpisa
- President’s Council on Fitness, Sports, and Nutrition
- Quality Indicators for Assistive Technology
- Smarter Balanced Assessment Consortium
- Teachers of English to Speakers of Other Languages
- The College Board
- The President’s Challenge
- Virtual Learning Leadership Alliance in partnership with Quality Matters (revised and maintaining former iNACOL National Standards for Quality Online Learning)
- W3C—World Wide Web Consortium
- WCAG—Web Content Accessibility Guidelines

EVIDENCE THAT CONTENT IS FREE OF BIAS AND ACCESSIBLE FOR STUDENTS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY

Bias is prevented in both content and assessments by rigorous training of Content Specialists, Writers, Instructional Designers, Visual Designers, and Editors. The Stride Style Guidelines devote a section to how to guard against demographic, geographic, political, racial, and intellectual bias. Here is the Stride policy statement on the issue:

Multiculturalism and the K12 Curriculum Within the American and Global Contexts

The motto on the Great Seal of the United States—E pluribus unum (“out of many, one”)—affirms the bold ambition of our country to forge a unified nation out of a wide diversity of backgrounds and beliefs. At Stride, Inc., we believe that students should understand and value both the pluribus and the unum—that they should learn about both the cultural diversity that

distinguishes our nation and the common inheritance that unites us as Americans.

The vision for Stride, Inc. announced in 2007 placed that unifying American inheritance, which remains at the core of our curriculum, within a more global context:

Our Vision: To provide any child access to exceptional and meaningful curriculum and tools that enables him or her to maximize his or her success in life regardless of geographic, financial, or demographic circumstance. The ideals of the italicized words were realized in 2008 through the creation of the Stride, Inc. Private Academy, now serving students around the world.

To help our students grasp the common American inheritance within its global context, Stride, Inc. is committed to developing a curriculum that is multicultural, pluralistic, and inclusive—a curriculum that seeks to weave many and diverse strands into the educational tapestry. Through this curriculum, we seek not only to educate students who are academically well prepared but also to develop students who:

- *Understand the characteristics and contributions of American culture and cultures throughout the world.*
- *Understand that societies reflect contributions from many cultures.*
- *Develop attitudes of mutual acceptance and respect for others, regardless of heritage, background, gender, disability, or social status.*

To achieve these goals, we feel it is important to broaden students' knowledge of the world beyond themselves; reach beyond the particularities of their immediate situation and singular heritage; and open their mind and imagination to a diverse range of people, cultures, ideas, and achievements. Mutual respect and understanding begin when one can transcend provincial limitations and see oneself as part of both an interdependent global community and a larger historical process.

Accessibility for Students with Disabilities and Limited English Proficiency

Since 2001, Stride has served students with disabilities. In the SY2020-2021 about 13.5% of students attending Stride virtual academies which are responsible for providing special education services were students with exceptionalities across all disability categories. Students with disabilities are served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973 (and amendments thereto, at 29 USC Section 794 et seq. and its implementing regulations at 34 CFR Section 104), and the Individuals with Disabilities Educational Act ("IDEA" at 10 USC Section 14010 et seq. and its implementing regulations at 34 CFR section 300). A free and appropriate education is provided to such students in accordance with their Individualized Education Programs (IEPs), as required by the IDEA, and 504 plans as required by Section 504 of the Rehabilitation Act and the most recent, Americans with Disabilities Amendment Act (ADAA). Stride Product Development utilizes the Web Content Accessibility Guidelines 2.0 Level A and AA (WCAG 2.0 A & AA) as the rubric we strive for in making sure our curriculum, communication, and resources are accessible. This is done to provide an accessible platform that is compatible with accessibility Application Programming Interfaces (APIs), assistive technology, and language translation programs. Our use of a variety of resources including the National Instructional Media Access Center, Bookshare, and other means of flexible formatting help us to be able to meet the accessible educational media needs of our users in accordance with the National Instructional Materials Accessibility Standards (NIMAS).

To meet the needs of exceptional learners, our Stride virtual education courses are accessible, meaning exceptional learners can physically access the information and learning resources as effectively as students not identified as exceptional. Our courses are also supportive, meaning the exceptional learner finds support built into the course design, materials, and learning activities that minimize the negative impact of the student's learning weaknesses and maximize the use of their learning strengths. Students enrolled in virtual charter schools, district virtual instruction programs, and district sponsored online schools served by K12 Florida LLC are provided with accessibility to all coursework in accordance with their Individualized Education Programs (IEPs) through resources (from Stride and/or the school district, as applicable) tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

Universal Design for Learning (UDL) provides a process for creating instructional goals, methods, materials, and assessments that are flexible and work for everyone. This approach provides more than a single, one-size-fits-all solution; instead, it supports flexible approaches that can be customized and adjusted for individual needs.

The principles of UDL have been integrated into the Every Student Succeeds Act (ESSA) and into the design and implementation practices in a number of ways at Stride:

- Planning and design of curriculum, instruction, and assessment are promoted in a proactive manner, considering flexibility in presentation, response, and motivation for students in the front end of product development
- Throughout their educational materials and services, Stride's professional development and training, implementation, and evaluation are responsive to students' tiered needs of supports

UDL principles are also compatible with and facilitate the accessibility compliance of Stride materials and services. Stride design practices take into account students' needs, preferences, and abilities to interact with Stride curriculum. These design practices have positively influenced efforts to meet web content accessibility guidelines and also support individual needs for

accommodations and the use of assistive technologies.

UDL has influenced the planning, development, authoring, editing and production of new course development and efforts to improve the access flexibility of existing curriculum assets within Stride products and services. Considerable training and professional development and other resources have been deployed to maximize this type of proactive development strategy thereby making on-going school services support more effective.

Web-based content in Stride courses are made accessible to students with disabilities by incorporating audio and video enhancements into the courses and using equivalent alternatives to accommodate various disabilities, such as using text equivalents and various forms of assistive technology. All materials meet the requirements of the National Instructional Materials Accessibility Standards (NIMAS).

Accessibility for Students with Limited English Proficiency

Stride's schools and program will increase English proficiency and academic achievement of English Language Learner (ELL) students by providing high-quality language instructional programs that are evidence based. This is accomplished by employing appropriately licensed ESOL or bilingual teachers, as defined by federal and state law and regulations, as well as the League of Latin American Citizens, et. al., versus Florida Department of Education Consent Decree, for the ELL identified students. The ESOL teacher can provide support to the students within the School or program by:

- relating background information and experiences to the students to better grasp a concept
- scaffolding instruction to aid the students in comprehension
- assist with communication with the parent, in their native language
- adjusting speech or content; and
- providing Project Based Learning experiences, necessary visuals, and in-classroom modeling of best instructional practices for the general education teachers.

Required language proficiency assessment will be administered to all active ELL students to, if required, identify and monitor individual student language growth and overall program effectiveness with measurable outcomes. Exit criteria for ELL students and monitoring of students after ELL program exit will be consistent with state and federal requirements.

Professional development is available and will be provided to all school staff on the following: knowledge and use of effective pedagogy in instructing English Language Learners; methods for implementing instructional strategies that ensure that academic instruction in English is meaningful and comprehensible; and UDL.

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) COURSE APPROVAL

Currently, based on the NCAA non-traditional program requirements, course eligibility is dependent upon instructional delivery and student-teacher interaction. Stride courses are currently under NCAA review and have not been approved by the NCAA. *Additional information can be found at:*

<https://www.ncaa.org/student-athletes/future/nontraditional-courses>.

POLICIES AND PROCEDURES

All school policies and procedures. To address specific questions in this application, please provide policies and procedures related to the following topics in an easy-to-find location on this disclosure website so they can be reviewed: non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements.

Eighteen documents have been provided that collectively address the requested policies and procedures for cyber charter schools (Florida Cyber Charter Academy (FLCCA)), district sponsored online schools (Digital Academy of Florida (DAOF)), and district virtual instruction programs to which K12 Florida LLC provides instructional services. Stride follows all district mandates and policies as outlined in the individual district contracts. Information about those unique district policies and procedures can be found by linking to each program via <https://www.k12.com/florida-online-schools.html> then clicking on "Tuition-Free Online Public Schools" then clicking on "Show All".

Policies and procedures related to the following topics for cyber charter schools that Stride provides virtual instruction services to (non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements) can be found by clicking on the Florida Virtual Instruction Programs Disclosure Information link on Stride's website (www.k12.com) which will take visitors to the Virtual Instruction Provider Information and the following documents and others:

- Academic Integrity Policies and Parental Supervision
- Anti-Discrimination Policy
- Attendance, Participation, and Performance Policy

- FLCCA Parent/Student Handbook
- FLCCA Enrollment Packet
- District Virtual Instruction Program Sample Enrollment Packet
- Florida Learning Coach Success Guide
- DAOF Parent/Student Handbook
- DAOF Enrollment Form
- Disclosure Requirements
- Nonsectarian Policy
- Parent and Student Contact Information Requirements
- State Testing Policies and Procedures
- Student Admission and Enrollment Eligibility and Requirements
- Teacher and Parent Responsibilities and Teacher-Student and Teacher-Parent Interactions
- FLCCA, DAOF, and District Virtual Instruction Program Teacher and Administrative Staff

CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF

Certification status and physical location (state of residence) of all administrative and instructional personnel, to include state certification(s), highly-qualified status, out-of-field, National Board certified, ESOL-endorsed or similar credential in other state, and reading-endorsed or similar credential in other state.

The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs, district sponsored online schools, and cyber charter schools served by Stride in SY2021-2022 are found on the disclosure website www.k12.com.

HOURS AND AVAILABILITY OF INSTRUCTIONAL PERSONNEL

Individual teachers are available during the traditional school day and/or after school hours and may set appointments to meet with parents and/or students outside of the traditional day when necessary. Teachers are expected to respond to communications within one business day and grade assignments within 72 hours.

AVERAGE STUDENT-TEACHER RATIOS AND TEACHER LOADS

Average student-teacher ratios and teacher loads for full-time and part-time teachers by grade-level bands K-3, 4-8 and 9-12 and for core and elective courses.

K12 Florida LLC ("K12") takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads.

An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 850, and K-3 part time (.5) electives is 425.

An average teacher load for elementary grades 4-5 full-time core courses is 65; grades 4-5 part-time core courses (0.5 teacher) is 35; average teacher load for 4-5 full time electives is 850, and 4-5 part time (.5) electives is 425.

An average teacher load for grades 6-8 full-time core courses is 210; grades 6-8 part-time core courses (0.5 teacher) is 105; average grades 6-8 full time electives load is 675, and grades 6-8 part time (.5) electives is 340.

An average teacher load for grades 9-12 full-time core courses is 210; grades 9-12 part-time core courses (0.5 teacher) is 105; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

In addition to synchronous sessions, teachers often work with students in a 1:1 ratio or in small group settings to review course content, provide individualized feedback or deliver instructional support. Other interactions or class meetings can be up to 1:200 if the full class is invited to a synchronous session or assembly. The student teacher ratio is fluid based on the nature of the student-teacher interaction. The student-teacher ratio numbers are the average ratios among the cyber charter schools and all district virtual programs. Actual program ratios may be above or below the aggregated average.

STUDENT COMPLETIONS AND PROMOTIONS

Student completions (percent completions and percent successful completions) and promotion rates in total and by subgroup*. Student completion calculations are to include all students who are enrolled for more than 14 calendar days in a course.

Completion and Promotion in District Virtual Instruction Programs

Subgroup Completion and Promotion in District Virtual Instruction Programs

District virtual instruction programs served by Stride had a completion rate of 93.68% for the 2018-19 school year, 96.53% for the 2019-20 school year, and 96.91% for the 2020-21 school year.

Percent of Subgroup Completions and Promotions by School Year			
	District Virtual Instruction Programs		
	% of Completions/ Promotions in SY18-19	% of Completions/ Promotions in SY19-20	% of Completions/ Promotions in SY20- 21
English Language Learner	100.00%	100.00%	100.00%
Free & Reduced Lunch Eligible ¹	84.42%	96.25%	92.64%
Special Education	98.20%	90.00%	94.48%
504 Plan	90.90%	100.00%	95.12%
Gifted or Talented	100.00%	100.00%	100.00%

Subgroup Completion and Promotion in Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF)

Percent of Subgroup Completions and Promotions by School Year						
	FLCCA			DAOF		
	% of Completions/ Promotions			% of Completions/ Promotions		
	SY18-19	SY19-20	SY20-21	SY18-19	SY19-20	SY20-21
English Language Learner	90.81%	93.24%	96.99%	NA	64.64%	88.52%
Free & Reduced Lunch Eligible ¹	90.31%	89.30%	94.43%	NA	64.91%	88.70%
Special Education	89.97%	87.79%	95.30%	NA	63.64%	84.51%
504 Plan	92.19%	89.61%	97.46%	NA	76.63%	91.29%
Gifted or Talented	98.28%	90.24%	99.34%	NA	86.05%	95.18%

¹ Where any of the following phrases are used throughout this document, the subsequent information contained in this footnote is to be considered applicable: “Free & Reduced Lunch Eligible”; “Free/Reduced Lunch Students”; “Economically Disadvantaged”; and “economically disadvantaged students.” Laws and regulations vary significantly from one state to the next and are constantly evolving. States sometimes change policies and practices regarding how to identify students who are economically disadvantaged. For example, determining how and which students are eligible for free and reduced-price lunch. Data shows that these students usually underperform students identified as not eligible for subsidized meals. There are several different methods of identifying students who are economically disadvantaged. Public schools must comply with state policies regarding identification and reporting of students who are economically disadvantaged. State online schools face unique challenges when identifying students who are economically disadvantaged, and our internal data may be different than state reported data on the schools.

Completions and Promotions for Ethnic Subgroups for District Virtual Instruction Programs

Even with the vast growth in SY20-21, District Virtual Instruction Program saw a greatly increased completion/promotion rate of 96.91% over that of the average 93.68% completion/ promotion rate for all students in SY18-19.

School Year 2018-2019 District VIP Completions and Promotions for Ethnic Subgroups

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	112	121	92.56%
American Indian or Alaska	*	*	*
Asian	36	36	100.00%
Hispanic	224	231	96.97%
Multi-racial	40	42	95.24%
Native Hawaiian or Other Pacific Islander	*	*	*
White or Caucasian	457	498	91.77%
Grand Total	874	933	93.68%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

School Year 2019-2020 District VIP Completions and Promotions for Ethnic Subgroups

Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	67	69	97.10%
American Indian or AlaskaNative	*	*	*
Asian	20	20	100.00%
Hispanic	81	83	97.59%
Multi-racial	*	*	*
Native Hawaiian or Other PacificIslander	*	*	*
White or Caucasian	257	267	96.25%
Undefined	250	256	97.66%
Grand Total	675	695	96.53%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

School Year 2020-2021 District VIP Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	259	275	94.18%
American Indian or Alaska Native	*	*	*
Asian	52	52	100.00%
Hispanic	617	622	99.20%
Multi-racial	137	140	97.86%
Native Hawaiian or Other Pacific Islander	*	*	*
White or Caucasian	879	917	95.86%
Grand Total	1944	2006	96.91%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

Completions and Promotions for Ethnic Subgroups for Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF)

FLCCA did not shut down during the pandemic so there is data available for SY19-20. FLCCA did not grow as much as District Virtual Instruction Programs or DAOF as many authorizers impose caps on these charter schools. In SY18-19 91.22% of FLCCA students completed and were promoted; in SY19-20 90.62% of FLCCA students completed and were promoted; and in SY20-21 95.98% of FLCCA students completed and were promoted.

School Year 2018-2019 Completions and Promotions for Ethnic Subgroups at FLCCA			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	391	437	89.48%
American Indian or Alaska	**	**	**
Asian	26	27	95.15%
Hispanic	264	291	90.80%
Multi-racial	249	275	90.51%
Native Hawaiian or Other Pacific Islander	12	12	98.90%
White or Caucasian	793	860	92.23%
Grand Total	1,735	1,902	91.22%

** : No students in this population.

School Year 2019-2020 Completions and Promotions for Ethnic Subgroups at FLCCA			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	423	482	87.78%
American Indian or Alaska	14	14	97.48%
Asian	35	37	94.01%
Hispanic	325	351	92.71%
Multi-racial	160	174	91.78%
Native Hawaiian or Other Pacific Islander	15	16	94.93%
White or Caucasian	812	894	90.78%
Grand Total	1,783	1,968	90.62%

School Year 2020-2021 Completions and Promotions for Ethnic Subgroups at FLCCA			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	390	409	95.31%
American Indian or Alaska	**	**	**
Asian	30	30	98.62%
Hispanic	351	359	97.68%
Multi-racial	469	499	93.89%
Native Hawaiian or Other Pacific Islander	*	*	*
White or Caucasian	665	686	96.89%
Grand Total	1903	1,983	95.98%

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

**No students

DAOF opened during the 2019-2020 school year, so data is only available for two years. In SY20-21 DAOF saw rapid growth and 89.76% of its students completed or were promoted.

School Year 2019-2020 Completions and Promotions for Ethnic Subgroups at DAOF			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	415	593	70.04%
American Indian or Alaska	13	23	58.26%
Asian	23	29	77.75%
Hispanic	325	478	67.92%
Multi-racial	**	**	**
Native Hawaiian or Other Pacific Islander	12	14	83.00%
White or Caucasian	904	1,349	67.00%
Grand Total	1691	2,486	68.04%

**No students.

School Year 2020-2021 Completions and Promotions for Ethnic Subgroups at DAOF			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/Promotion
African-American	1,341	1,502	89.26%
American Indian or Alaska	34	42	80.92%
Asian	107	112	95.34%
Hispanic	1,292	1,424	90.71%
Multi-racial	227	252	90.23%
Native Hawaiian or Other Pacific Islander	25	28	89.89%
White or Caucasian	2,380	2,662	89.40%
Grand Total	5,406	6,022	89.76%

SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES

Student, educator, and school performance accountability outcomes. Please include, at minimum, student standardized assessment results in total and by subgroup* (also provide name of assessment), state assessment results, if available, by total and subgroup, percent of teacher evaluations based on student performance, school grades, if applicable, other school/program ratings, dropout rates, graduation rates.

** Subgroups to include students from major racial and ethnic groups, economically disadvantaged students, students with disabilities, and students with limited English proficiency.*

Due to the Covid 19 pandemic, no state assessment outcomes were published for the 2019-2020 school year. For the purposes of this section, grade-level and subgroup performance will be compared between 2018-2019 and 2020-2021 school years.

District Virtual Instruction Programs Performance on State Assessments in English Language Arts and Mathematics for 2018-19 and 2020-2021 compared to overall state results.

Results from both testing cycles for English Language Arts indicate that the District Virtual Instruction Programs outperformed state results. Furthermore, given the major educational transition during school year 2019-2020, District Virtual Instruction programs state test results remained mostly consistent over the two years.

ENGLISH LANGUAGE ARTS						
Grade Level	2018 -2019			2020-2021		
	K12 FLLLC District VIP	State Results	Difference Between District VIP and State	K12 FLLLC District VIP	State Results	Difference Between District VIP and State
	% Proficient	% Proficient	Difference in percentage points	% Proficient	% Proficient	Difference in percentage points
3rd Grade	73.53%	57.60%	+15.93	73.91%	54.40%	+19.51
4th Grade	68.49%	58.40%	+10.90	67.23%	52.10%	+15.13
5th Grade	70.73%	56.20%	+14.53	64.09%	53.90%	+10.19
6th Grade	64.06%	54.40%	+9.66	74.19%	52.20%	+21.99
7th Grade	68.18%	52.30%	+15.88	72.09%	47.90%	+24.19
8th Grade	77.94%	56.30%	+21.64	75.32%	52.40%	+22.92
9th Grade	66.67%	54.80%	+11.87	56.67%	49.60%	+7.07
10th Grade	74.51%	52.50%	+22.01	60.00%	50.90%	+9.10

Mathematics proficiency levels were above or below state proficiency levels depending on the grade level. With the growth of online schooling and major learning loss and transition due to the COVID pandemic, both the District Virtual Instruction programs and the state saw some learning loss in Mathematics between SY18-19 and SY20-21. The gap between 5th grade students in District Virtual Instruction programs as compared with the state narrowed from 17.5% to 5.34% and 6th grade students outperformed the state by close to 10%.

Mathematics						
Grade Level	2018 -2019			2020-2021		
	K12 FL LLC District VIP	State Results	Difference Between District VIP and State	K12 FL LLC District VIP	State Results	Difference Between District VIP and State
	% Proficient	% Proficient	Difference in percentage points	% Proficient	% Proficient	Difference in percentage points
3rd Grade	53.09%	62.00%	-8.91	49.30%	54.00%	-4.70
4th Grade	58.44%	64.00%	-5.56	46.67%	52.00%	-5.33
5th Grade	42.50%	60.00%	-17.50	48.66%	54.00%	-5.34
6th Grade	55.38%	55.00%	+0.38	61.70%	52.00%	+9.70
7th Grade	68.57%	54.00%	+14.57	55.60%	48.00%	+7.60
8th Grade	65.22%	46.00%	+19.22	54.00%	52.00%	+2.00
Algebra 1	59.46%	62.00%	-2.54	48.35%	49.00%	-0.65
Geometry	58.82%	57.00%	+1.82	46.58%	45.00%	+1.58%

District Virtual Instruction Program Demographics and Proficiency Results

As demonstrated in the chart below, enrollment in the District Virtual Instruction Programs more than doubled between SY18-19 and SY20-21. In SY20-21, the District Virtual Instruction Programs served three times as many students with disabilities, twice the number of African American students, almost three times as many Hispanic students, and more than three times the number of multi-racial students. Between SY18-19 and SY20-21, the District Virtual Instruction Programs saw a stable rate of proficiency and above for ELA in all students and an increase in proficiency for white/Caucasian and Hispanic, but did see a drop in proficiency in students with disabilities, African American students and multi-racial students.

ENGLISH LANGUAGE ARTS PERCENT PROFICIENT BY DEMOGRAPHICS – ALL GRADES				
Demographics	2018-2019	# of Students	2020-2021	# of Students
All Students	69.57%	933	67.96%	2010
Economically Disadvantaged	67.98%	301	66.67%	236
Students with Disabilities	56.52%	71	46.81%	196
English Learners	*	*	*	*
White/Caucasian	66.86%	498	72.03%	917
African American	65.79%	121	46.72%	275
Hispanic	69.01%	231	72.04%	622
Asian	81.82%	36	75.00%	52
American Indian/AlaskanNative	*	*	*	*
Native Hawaiian or other Pacific Islander	*	*	*	*
Students of Multiple Races/Multiracial	92.31%	42	67.92%	140

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

The Mathematics proficiency scores for the District Virtual Instruction Programs stayed reasonably stable between SY18-19 and SY20-21. We saw slight growth in the categories of all students, and an 18% increase in proficiency for students designated as economically disadvantaged. During this time span, the largest demographic shifts were among students with disabilities, African American students, Hispanic students, and multi-racial students. The District Virtual Instruction Programs saw a positive shift in Mathematic proficiency scores for students with disabilities, a flat proficiency rating for multi-racial students, and a drop in proficiency scores for Hispanic and African American students.

MATHEMATICS PERCENT PROFICIENT BY DEMOGRAPHICS – ALL GRADES				
Demographics	2018-2019	# of Students	2020-2021	# of Students
All Students	50.22%	933	51.09%	2010
Economically Disadvantaged	48.44%	301	66.53%	236
Students with Disabilities	31.58%	71	35.37%	196
English Learners	*	*	*	*
White/Caucasian	47.24%	498	57.56%	917
African American	53.33%	121	32.73%	275
Hispanic	55.56%	231	51.21%	622
Asian	62.50%	36	68.42%	52
American Indian/AlaskanNative	*	*	*	*
Native Hawaiian or other Pacific Islander	*	*	*	*
Students of Multiple Races/Multiracial	44.00%	42	44.00%	140

To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk ().

Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF) Performance on State Assessments for 2018-2019 and 2020-2021

Grade level and Subgroup Performance in English Language Arts

From 2018-19 to 2020-21, student assessment performance in the state of Florida decreased in English in all grade levels from -1.6% to -6.3%. FLCCA@Duval improved in 4 grade levels and FLCCA@Osceola improved in 1 grade level. Due to n-size calculations, FLCCA@Clay was not able to compare many grade levels.

ENGLISH LANGUAGE ARTS 2019 to 2021 Comparison- State			
Grade Level	2019 FSA ELA % Proficient-State	2021 FSA ELA % Proficient-State	% Change
3 rd Grade	57.60%	54.40%	-3.20%
4 th Grade	58.40%	52.10%	-6.30%
5 th Grade	56.20%	53.90%	-2.30%
6 th Grade	54.40%	52.20%	-2.20%
7 th Grade	52.30%	47.90%	-4.40%
8 th Grade	56.30%	52.40%	-3.90%
9 th Grade	54.80%	49.60%	-5.20%
10 th Grade	52.50%	50.90%	-1.60%
Total	55.40%	51.70%	-3.70%

ENGLISH LANGUAGE ARTS 2019 to 2021 Comparison- FLCCA@Clay			
Grade Level	2019 FSA ELA % Proficient-FLCCA@Clay	2021 FSA ELA % Proficient-FLCCA@Clay	% Change
3 rd Grade	*	*	*
4 th Grade	*	*	*
5 th Grade	*	*	*
6 th Grade	*	*	*
7 th Grade	*	*	*
8 th Grade	*	*	*
9 th Grade	54.50%	*	*
10 th Grade	38.50%	35.70%	-2.80%
Total	51.00%	52.00%	+1.00%

ENGLISH LANGUAGE ARTS 2019 to 2021 Comparison- FLCCA@Duval			
Grade Level	2019 FSA ELA % Proficient-FLCCA@Duval	2021 FSA ELA % Proficient-FLCCA@Duval	% Change
3 rd Grade	37.20%	40.00%	2.80%
4 th Grade	40.40%	43.20%	2.80%
5 th Grade	43.60%	43.50%	-.10%
6 th Grade	34.70%	47.40%	12.70%
7 th Grade	40.80%	36.60%	-4.20%
8 th Grade	50.60%	43.50%	-7.10%

9 th Grade	40.00%	34.30%	-5.70%
10 th Grade	42.20%	42.40%	.20%
Total	43.00%	42.00%	-1.00%

ENGLISH LANGUAGE ARTS 2019 to 2021 Comparison- FLCCA@Osceola			
Grade Level	2019 FSA ELA % Proficient-FLCCA@Osceola	2021 FSA ELA % Proficient-FLCCA@Osceola	% Change
3 rd Grade	50.00%	49.30%	-.70%
4 th Grade	29.40%	42.40%	13.00%
5 th Grade	41.80%	37.80%	-4.00%
6 th Grade	39.00%	34.40%	-4.60%
7 th Grade	41.00%	39.30%	-1.70%
8 th Grade	40.00%	36.70%	-3.30%
9 th Grade	35.10%	*	*
10 th Grade	44.00%	*	*
Total	42.00%	41.00%	-1.00%

DAOF opened during the 2019-2020 school year, so only 2020-2021 assessment data is available. The school outperformed the state in 6th and 7th grade ELA.

ENGLISH LANGUAGE ARTS 2019 to 2021 Comparison- DAOF			
Grade Level	2019 FSA ELA % Proficient-DAOF	2021 FSA ELA % Proficient-DAOF	% Change
3 rd Grade	NA	49.9%	NA
4 th Grade	NA	51.2%	NA
5 th Grade	NA	50.0%	NA
6 th Grade	NA	54.4%	NA
7 th Grade	NA	48.5%	NA
8 th Grade	NA	46.5%	NA
9 th Grade	NA	43.7%	NA
10 th Grade	NA	42.4%	NA
Total	NA	48.6%	NA

Grade level and Subgroup Performance in Mathematics

From 2018-19 to 2020-21, students in the state of Florida decreased in proficiency in Math in all grade levels from -8.8% to -13.4%. FLCCA@Duval students improved in 3 grade levels and FLCCA@ Osceola students improved in 2 grade levels. Due to n-size calculations, FLCCA@Clay was not able to compare many grade levels.

MATHEMATICS			
2019 to 2021 Comparison- State			
Grade Level	2019 FSA Math % Proficient-State	2021 FSA Math % Proficient-State	% Change
3 rd Grade	62.40%	51.40%	-11.00%
4 th Grade	63.90%	52.70%	-11.20%
5 th Grade	59.70%	50.80%	-8.90%
6 th Grade	54.50%	44.50%	-10.00%
7 th Grade	54.00%	44.10%	-9.90%
8 th Grade	45.90%	37.10%	-8.80%
Total	57.60%	47.50%	-10.10%
Algebra I EOC	60.00%	46.60%	-13.40%
Geometry EOC	56.80%	45.70%	-11.10%

MATHEMATICS			
2019 to 2021 Comparison- FLCCA@Clay			
Grade Level	2019 FSA Math % Proficient-FLCCA@Clay	2021 FSA Math % Proficient-FLCCA@Clay	% Change
3 rd Grade	*	*	*
4 th Grade	*	*	*
5 th Grade	*	*	*
6 th Grade	*	*	*
7 th Grade	*	*	*
8 th Grade	*	*	*
Total	*	*	*
Algebra I EOC	*	*	*
Geometry EOC	24..00%	33.00%	+9.00%

MATHEMATICS			
2019 to 2021 Comparison- FLCCA@Duval			
Grade Level	2019 FSA Math % Proficient-FLCCA@Duval	2021 FSA Math % Proficient-FLCCA@Duval	% Change
3 rd Grade	11.60%	21.70%	10.10%
4 th Grade	26.90%	13.20%	-13.70%
5 th Grade	22.20%	9.10%	-13.10%
6 th Grade	14.70%	17.50%	2.80%
7 th Grade	39.60%	22.60%	-17.00%
8 th Grade	20.00%	30.90%	10.90%
Algebra I EOC	31.00%	26.30%	-4.70%
Geometry EOC	30.80%	24.50%	-6.30%

Total	27.00%	24.00%	-3.00%
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MATHEMATICS			
2019 to 2021 Comparison- FLCCA@Osceola			
Grade Level	2019 FSA Math % Proficient- FLCCA@Osceola	2021 FSA Math % Proficient- FLCCA@Osceola	% Change
3 rd Grade	27.10%	16.70%	-10.40%
4 th Grade	13.70%	28.80%	15.10%
5 th Grade	13.80%	20.50%	6.70%
6 th Grade	28.20%	19.50%	-8.70%
7 th Grade	32.30%	26.60%	-5.60%
8 th Grade	15.60%	23.30%	7.70%
Algebra I EOC	32.80%	29.40%	-3.40%
Geometry EOC	30.40%	24.00%	-6.40%
Total	24.00%	23.00%	-1.00%

DAOF opened during the 2019-2020 school year, so only 2020-2021 assessment data is available.

MATHEMATICS			
2019 to 2021 Comparison- DAOF			
Grade Level	2019 FSA Math % Proficient- DAOF	2021 FSA Math % Proficient- DAOF	% Change
3 rd Grade	NA	28.7%	NA
4 th Grade	NA	32.0%	NA
5 th Grade	NA	34.0%	NA
6 th Grade	NA	33.0%	NA
7 th Grade	NA	41.0%	NA
8 th Grade	NA	36.4%	NA
Total	NA	32.8%	NA
Algebra I EOC	NA	26.2%	NA
Geometry EOC	NA	31.8%	NA

ENGLISH LANGUAGE ARTS: % PROFICIENT								
	FLCCA @Clay 2018-19	FLCCA @Clay 2020-21	FLCCA @Duval 2018-19	FLCCA @Duval 2020-21	FLCCA @ Osceola 2018-19	FLCCA @ Osceola 2020-21	DAOF 2018-19	DAOF 2020-21
All Students	51.6%	48.9%	41.4%	40.4%	40.0%	39.8%	NA	48.6%
Economically	56.3%	*	49.1%	50.0%	35.9%	33.4%	NA	44.4%
Students with Disabilities	*	*	19.2%	17.1%	10.9%	11.3%	NA	13.9%
English Learners	*	*	*	*	*	*	NA	10.3%
White/Caucasian	51.2%	50.0%	41.9%	38.4%	39.5%	45.3%	NA	41.4%
African American	46.2%	40.0%	35.7%	33.9%	34.4%	33.0%	NA	31.6%
Hispanic	*	*	45.1%	47.6%	39.9%	38.3%	NA	42.3%

Asian	*	*	*	58.3%	*	*	NA	60.0%
American Indian/Alaskan	*	*	*	*	*	*	NA	NA
Native Hawaiian or other Pacific Islander	*	*	*	*	*	*	NA	NA
Students of Multiple Races/Multiracial	*	*	43.5%	45.8%	53.3%	43.5%	NA	45.8%

* To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (*).

NA: Data that is "NA" is due to subgroups with small student counts. DAOF opened during the 2019-2020 school year, so no comparison data is available.

From 2018-2019 to 2020-21 in Mathematics, the percentage of students in the proficient category improved in the subgroups of:

- All Students at FLCCA@Clay- 10.5%; FLCCA@Osceola- 1.8%
- Economically Disadvantaged at FLCCA@Duval- 0.4%; FLCCA@Osceola- 0.3%
- Students with Disabilities at FLCCA@Duval- 2.9%; FLCCA@Osceola- 3.8%
- White/Caucasian at FLCCA@Osceola- 6.3%
- Hispanic at FLCCA@Duval- 14.6%; FLCCA@Osceola- 1.1%
- Student of Multiple Races at FLCCA@Osceola- 7.8%

MATHEMATICS: % PROFICIENT								
	FLCCA @Clay 2018-19	FLCCA @Clay 2020-21	FLCCA @Duval 2018-19	FLCCA @Duval 2020-21	FLCCA @ Osceola 2018-19	FLCCA @ Osceola 2020-21	DAOF 2018-19	DAOF 2020-21
All Students	28.6%	39.1%	24.2%	20.6%	20.8%	22.6%	NA	32.8
Economically	*	*	16.9%	17.3%	17.9%	18.2%	NA	20.5
Students with Disabilities	*	*	11.4%	14.3%	0%	3.8%	NA	9.0%
English Learners	*	*	*	*	*	*	NA	2.7%
White/Caucasian	*	*	26.7%	22.0%	21.5%	27.8%	NA	29.6
African American	*	*	16.5%	10.0%	14.0%	9.2%	NA	15.7
Hispanic	*	*	23.9%	38.5%	22.2%	23.3%	NA	23.9
Asian	*	*	*	*	*	*	NA	42.9
American Indian/Alaskan	*	*	*	*	*	*	NA	NA
Native Hawaiian or other Pacific Islander	*	*	*	*	*	*	NA	NA
Students of Multiple Races/Multiracial	*	*	23.5%	21.4%	30.3%	38.1%	NA	29.9 %

* To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (*).

NA: Data that is "NA" is due to subgroups with small student counts. DAOF opened during the 2019-2020 school year, so no comparison data is available.

Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF) Science proficiency by grade and compared by year.

From 2018-19 to 2020-21, FLCCA@Clay and FLCCA@Duval increased their Biology EOC proficiency percentage by 7.6%. FLCCA@Duval increased its 8th grade Science proficiency by 6.8%, FLCCA@Osceola increased its 5th grade Science proficiency by 10.80%. DAOF opened during the 2019-2020 school year, so no comparison data is available.

Science 2019 to 2021 Comparison				
	Grade Level	2019 FSA Science % Proficient	2021 FSA Science % Proficient	% Change
FLCCA@Clay	5 th Grade	*	9.10%	*
	8 th Grade	*	*	*
	Biology EOC	33.30%	40.90%	7.60%
FLCCA@Duval	5 th Grade	26.40%	17.40%	-9.00%
	8 th Grade	25.30%	32.10%	6.80%
	Biology EOC	46.70%	50.90%	4.20%
FLCCA@Osceola	5 th Grade	25.30%	36.10%	10.80%
	8 th Grade	34.90%	22.90%	-1.00%
	Biology EOC	60.00%	45.50%	-14.50%
DAOF	5 th Grade	NA	33.30%	NA
	8 th Grade	NA	35.60%	NA
	Biology EOC	NA	52.7%	NA

Florida Cyber Charter Academy (FLCCA) and Digital Academy of Florida (DAOF) Social Studies proficiency by grade and compared by year

From 2018-19 to 2020-21, FLCCA@Osceola increased its Civics EOC proficiency percentage by 1.10%. DAOF opened during the 2019-2020 school year, so no comparison data is available.

Social Studies 2019 to 2021 Comparison				
	Grade Level	2019 FSASS % Proficient	2021 FSA SS % Proficient	% Change
FLCCA@Clay	Civics EOC	*	*	*
	US History EOC	63.60%	57.90%	-5.70%
FLCCA@Duval	Civics EOC	47.80%	40.00%	-7.80%
	US History EOC	60.60%	57.10%	-3.50%
FLCCA@Osceola	Civics EOC	43.90%	45.00%	1.10%
	US History EOC	50.80%	47.10%	-3.70%
DAOF	Civics EOC	NA	50.00%	NA
	US History EOC	NA	45.60%	NA

* To provide meaningful results and to protect the privacy of individual students, data are displayed only when the total number of students in a group is at least 10 and when the performance of individuals would not be disclosed. Data for groups less than 10 are displayed with an asterisk (*).

NA: Data that is "NA" is due to subgroups with small student counts. DAOF opened during the 2019-2020 school year, so no comparison data is available.

SCHOOL GRADES

K12 Florida LLC has continued to qualify as a Virtual Instruction Provider since the last application cycle in 2018. In 2015-2016, 2016-

2017, 2017-2018, and 2018-2019, K12 Florida LLC maintained a school grade of "B".

TEACHER EVALUATIONS

Percent of Teacher Evaluations Based on Student Performance

At least 30% of the performance objectives weight in Stride teacher evaluations is based on student performance.

DROPOUT AND GRADUATION RATES

All three schools have seen increases in graduation rates while dropout rates have stayed relatively low. Please note that FLCCA@Clay's 2020 graduation rate of 94.10% is higher than the state of Florida's average of 90%. DAOF opened during the 2019-2020 school year, and the first graduating class will be this Spring 2022 and their first graduation rate will not count until next school year 2023.

Graduation & Drop Out Rate 2018 to 2020 Comparison				
		2018 Rate	2019 Rate	2020 Rate
FLCCA@Clay	Graduation Rate	No Grad Rate	No Grad Rate	94.10%
	Dropout Rate	No Grad Rate	No Grad Rate	5.90%
FLCCA@Duval	Graduation Rate	25.00%	68.90%	78.30%
	Dropout Rate	35.00%	2.20%	6.70%
FLCCA@Osceola	Graduation Rate	75%	67.30%	84.20%
	Dropout Rate	3.60%	9.10%	4.00%
DAOF	Graduation Rate	NA	NA	NA
	Dropout Rate	NA	NA	NA
District Virtual Instruction Programs	Graduation Rate	100%	88%	97.00%
	Dropout Rate	2.0%	1.4%	0.0%

DISCLOSURE WEBSITE

Provide the link(s) to where this required disclosure information is prominently displayed on your website and the information is up to date: www.k12.com

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Brooks Building Solutions, Inc.

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval of a purchase order issued to Brooks Building Solutions in the amount of \$95,696.00. Attached is a maintenance agreement that includes the services that would be provided to both Gadsden County High and West Gadsden Middle.

FUND SOURCE: 1100E 8100 3500 9020 10005

AMOUNT: \$95,696.00

PREPARED BY: William Hunter

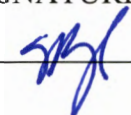
POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 9

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

REVIEWED BY:  6/27/22

Brooks Building Solutions

Gadsden County Schools

OMNIA
PARTNERS

Certified Proposal Number: R200401-FL-315934

School Board of Gadsden County OMNIA #: 942540

Mechanical Investment Service Proposal

Date:
May 17, 2022

Prepared for:
Gadsden County High School
West Gadsden Middle School

Prepared by:
Dustin Morgan
Sales Engineer

Dear Bill Hunter

Thank you for taking the time to meet with Brooks Building Solutions and giving us the opportunity to provide this proposal for mechanical systems services.

Our vision and mission are to be the professional provider of comprehensive solutions and services for facilities. We are committed to finding innovative solutions to meet the specific needs of every customer.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to the HVAC systems.

After careful survey of your mechanical systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,

Brooks Building Solutions

Dustin Morgan

Solutions Consultant

Introduction

Service Makes Sense

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

Brooks Building Solutions approach to service includes transparency. You will receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We will also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

Brooks Building Solutions is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.

Program Overview

There are numerous benefits to ensuring the overall health of your mechanical systems with a well-planned preventative maintenance program. Not only are routine maintenance activities required by equipment manufacturers to keep warranties in effect, but they also protect capital investments in expensive mechanical equipment, reduce system downtime, and ensure that equipment is running efficiently, thereby helping to control energy costs and management to adhere to operational budgets.

Program Administration



This program is professionally developed based upon your management objectives and the requirements of your mechanical equipment, design, age, use, components, and its effect on your business budgets, and personnel. The specific scope is based upon manufacturers' recommendations, and our industry experience.

The proactive and reactive service of this program will be professionally managed under the direction of our professional staff. Upon completion of the service, you will receive a detailed service report outlining performed and recommended services. You stay informed, without staying involved.

Maintenance Tasking System



Preventive Maintenance Services may be scheduled using our proprietary Maintenance Tasking System. An important feature of this system is our customized service checklist, tailored to the specific systems at your facility and detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance frequency is determined by an analysis of your systems, which considers variables such as your equipment's operating hours, application, environment, and manufacturer's recommendations. Based on this analysis, we will develop a maintenance frequency for your particular equipment. All completed service calls will be documented with a detailed customer service report, and this report will be reviewed with you or your representative after each service call.

Customer Service Review (C.S.R.)



The Customer Service Review (C.S.R.) program is designed to ensure that the services being provided continue to meet your changing business objectives and meet or exceed the level of services purchased. The C.S.R. program means that we must continue to earn your business. The program includes regularly scheduled communication to evaluate our service based upon your feedback and direction. It is our goal to exceed the expectations of the customer by providing quality services and on-going communication.

Operational Testing and Inspection Service



This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements, and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful, or broken parts.

Professional Preventive Maintenance



This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations, and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.

Maintenance Supplies



This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program. Maintenance Supplies include a variety of materials that is required to ensure all the serviced equipment and system are proactively services based on manufactures recommendations, specifications, and our experience. **Refrigerants are not inclusive maintenance supplies.**

Emergency Service Labor



This program includes emergency service labor to respond to any emergency 24/7/365! All travel and living expenses incurred while performing this service are also included. You will receive “prioritized customer response”! This program is designed to minimize such emergency situations, but should you need us, we will be there!

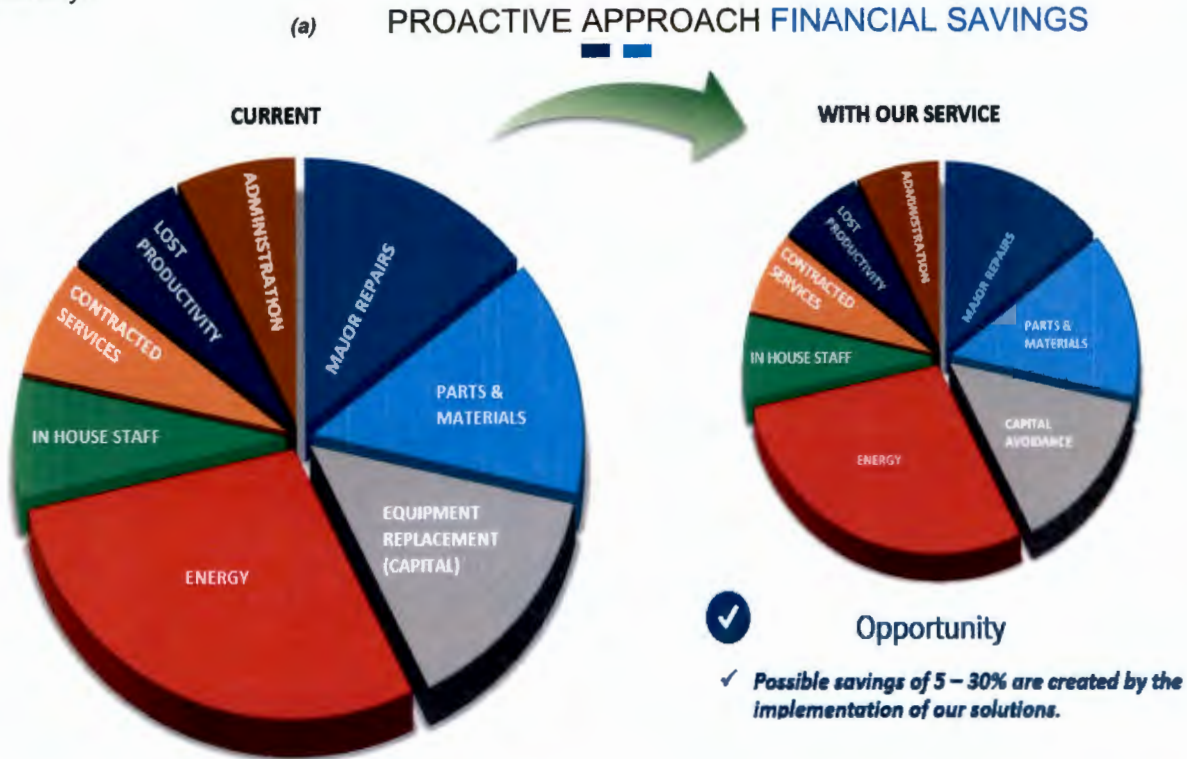
Repair and Replacement Labor



This program includes the labor to repair or replace worn, failed or doubtful components and parts (replacement of equipment not inclusive) by highly skilled and trained technicians. Also included are any supervisory personnel and helpers necessary to perform the scope of work.

MAINTENANCE IMPACT

Brooks Building Solutions preventive maintenance program is the key to extending the life of your equipment. Our program provides the necessary labor, materials, and test equipment to perform inspection, adjustment, calibration, and testing of the system's operation. By implementing our Maintenance Program, you can ensure your system operates at optimal efficiency.



With Brooks Building Solutions you can expect:

- Expert operations and sales staff
- The highest standards and integrity in the industry
- Guaranteed performance
- Fast 24/7/365 emergency service
- Certified service professionals
- America's Best Service Experience
- Results oriented



According to the U.S. Department of Energy and the Building Owners and Managers Association (BOMA) energy savings of 5 to 30% can be realized through **improved operations and maintenance of building systems.**

Your Benefits

- Reduces energy consumption
- Extends equipment life
- Eliminates comfort problems
- Reduces costs
- Protects the value of your system
- Improves system performance
- Reduces down time

Full Labor Coverage Program

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored, and updated by

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Corporate | 4501 Beverly Avenue | Jacksonville, FL 32210 | P 904.642.5303 | F 904.641.8722 | www.BrooksSolutions.net

Tallahassee | 2815-1 Industrial Plaza Dr. | Tallahassee, FL 32301 | P 850.701.2350 | F 850.701.2355

FL: CA C058729 HVAC EQUIPMENT | BUILDING AUTOMATION | ENERGY SOLUTIONS | SERVICE | PARTS GA: CN 209606

2018.06.01

the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON EXHIBIT A (EQUIPMENT LIST):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion, and draft; crankcase heaters, control system(s), etc.

*INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

*CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump, and float; chiller, condenser, and boiler tubes, etc.

*ALIGNING belt drives; drive couplings; coil fins, etc.

*CALIBRATING safety controls; temperature and pressure controls, etc.

*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc. **REPAIR AND REPLACE:** On-Site labor, travel labor, parts procurement labor (locating, ordering, expediting, and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts. This applies only to maintainable/Moving portions of the system.

TROUBLE CALLS: On-Site labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

EXCLUSIONS: The following services are not included as part of this Agreement:

*Filters or labor to replace filters

**FULL LABOR COVERAGE PREVENTATIVE MAINTENANCE SERVICE AGREEMENT
BETWEEN**

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2018.06.01

**GADSDEN COUNTY SCHOOLS (“CUSTOMER”)
AND
BROOKS BUILDING SOLUTIONS, INC. (“BBS”)**

EFFECTIVE DATE: JULY 1, 2022

THIS PREVENTATIVE MAINTENANCE SERVICES AGREEMENT (this “Agreement”) entered into by and between Customer and BBS applies solely to the equipment listed on Exhibit A attached hereto (the “Equipment”). The parties hereto agree as follows:

FULL LABOR COVERAGE PREVENTATIVE MAINTENANCE SERVICES

BBS will provide full labor coverage preventative maintenance services on the Equipment. Services will also include (3) quarterly and (1) annual inspection(s) on the Equipment at Customer’s Office located at Gadsden County High School and West Gadsden Middle School. The specific tasks to be performed are detailed on Exhibit B attached hereto (collectively, the “Services”).

TERM

This Agreement shall be (1) year beginning 07/01/2022 and expiring 06/30/2023.

CONTRACT PRICE AND PAYMENT

BBS, Inc. will provide the Services for Customer in exchange for the following compensation (the “Contract Price”)

Total Price:

Ninety-Five Thousand Six Hundred Ninety-Six Dollars and 00/100 **\$95,696.00**

Customer shall pay BBS Semi-annually, in advance, in the amount of \$47,848.00.

PERSONNEL

BBS will perform the Services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

PROPOSAL EXPIRATION DATE:

Upon submission to Customer by BBS, this proposal shall be valid for thirty (30) days from date first stated above. Upon execution by Customer, this Agreement shall constitute a valid, binding contract by and between the parties hereto.

TERMS AND CONDITIONS

This agreement is subject to the additional Terms and Conditions attached hereto as Exhibit C. In the event of a conflict between the terms set forth herein and the Terms and Conditions, the terms set forth herein shall control.

IN WITNESS WHEREOF, this Preventative Maintenance Service Agreement is executed by the parties hereto as of the date set forth below.

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2018.06.01

BROOKS BUILDING SOLUTIONS, INC.

GADSDEN COUNTY SCHOOLS

Signature

Signature

Dustin Morgan

Name

Name

Sales Engineer

Title

Title

Date

**EXHIBIT A
EQUIPMENT LIST**

GADSDEN COUNTY HIGH SCHOOL

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 1	Daikin			10 HP		
1	AHU 2	Daikin	CAH025SFDAC	FBOU020400208	10 HP		
1	AHU 3A-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3B-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3B-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3B-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3B-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3D-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3D-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3D-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-5		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-6		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3K-7		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3L-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3L-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3M-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3M-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3N-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3N-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3N-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3N-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3P-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3P-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3P-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 3R-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4A-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4A-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4B-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4B-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4B-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4C-1		HH-AAR-3	AHU020228-05	2 HP		
1	AHU 4D-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4D-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4D-3				2 HP		
1	AHU 4F-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4F-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4F-3		HH-ARR-3	AHU020228-05	2 HP		

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 4J-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-5		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-6		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-7		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4K-8		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-2				10 HP		
1	AHU 4L-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-5		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-6		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-7		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4L-8		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4M-1				2 HP		
1	AHU 4M-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4M-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4M-4		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4N-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4N-2				2 HP		
1	AHU 4P-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 4Q-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 6-1A				15 HP	Building 600 Gym	
1	AHU 6-1B				15 HP	Building 600 Gym	
1	AHU 7-1				15 HP	Building 700	
1	AHU 8A-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8C-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8G-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8G-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8J-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8M-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8N-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8N-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8N-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8Q-3		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8T-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8U-1		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8U-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 8V-1				2 HP		
1	AHU 8V-2		HH-ARR-3	AHU020228-05	2 HP		
1	AHU 9-1		CAH017FDAE	FBOU020400221	15 HP	Building 900	
1	BLR 001	Raypak	H3-3500	111189434	100 HP		

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	BLR 002	Raypak	H3-3500	111189433	100 HP		
1	CHLR 001	McQuay	AGZ211ETSEM N00	STNU171100141	210 Ton		
1	CHLR 002	McQuay	ALS218C27-ERN	STNU020600198	210 Ton		
1	CHLR 003	McQuay	ALS218C27-ERN		210 Ton		
1	CWP 1 - Primary		EJMM3311T		15 HP		
1	CWP 1 - Secondary		42HQ54W387D1		15 HP		
1	CWP 2 - Primary		EJMM3311T		15 HP		
1	CWP 2 - Secondary		42HQ54W387G1		15 HP		
1	CWP 3 - Primary		EJMM3311T		15 HP		
1	HWP 1 - Primary		39K062W91562		15 HP		
1	HWP 1 - Secondary		EJMM32181		15 HP		
1	HWP 2 - Secondary		EJMM3218T		15 HP		
1	HWP 2- Primary		39K062W915G3		15 HP		
1	MAU 3-1				15 HP	Building 300	
1	MAU 3-2				15 HP	Building 300	
1	MAU 4-1				15 HP	Building 400	
1	MAU 4-2				15 HP	Building 400	
1	MAU 5-1				15 HP	Building 500	
1	MAU 5-2				15 HP	Building 500	
1	MAU 6-2				15 HP	Building 600 Gym	
1	Split System 1		DX118A1204AA	1507223485	15 Ton	Building 10	
1	VFD 001				10 HP		
1	VFD 002				10 HP		
1	VFD 003				10 HP		
1	VFD 004				10 HP		
1	VFD 005				10 HP		
1	VFD 006				10 HP		
1	VFD 007				10 HP		
1	VFD 008				10 HP		
1	VFD 009				10 HP		

WEST GADSDEN MIDDLE SCHOOL

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 1-1	Daikin	CAH012GDAC	FBOU060800175	5 HP	WGHS Admin Bldg	
1	AHU 2-1	Daikin	CAH014GDAC	FBOU060800170	5 HP	WGHS Bldg 200 Media	
1	AHU 4-1	Daikin	CAH035GDAC	FBOU060800173	10 HP	WGHS Bldg 400	
1	AHU 4-2	Daikin	CAH021GDAC	FBOU060800174	10 HP	WGHS Bldg 300	
1	AHU 5-1	Daikin	CAH040GDAC	FBOU060800032	10 HP	WGHS Bldg 500 Gym	
1	AHU 5-2	Daikin	CAH008GDAC	FBOU060800115	10 HP	WGHS Bldg 500	
1	AHU 6-1	Daikin	CAH017GDAC	FBOU060800120	5 HP	WGHS	
1	AHU 7-1	Daikin	CAH025GDAC	FBOU060800121	10 HP	WGHS Dining Room	
1	AHU 7-2	Daikin	CAH012GDAC	FBOU060800122	5 HP	WGHS Kitchen	
1	AHU 8-1	Daikin	CAH030GDAC	FBOU060800123	10 HP	WGHS Bldg 800	
1	AHU 9-1	Daikin	CAH021GDAC	FBOU60800171	10 HP	WGHS Bldg 900	
1	Chiller 7-1	Daikin	AGS170CH27-ER10	STNU060700220	170 Ton	WGHS	
1	Chiller 7-2	Daikin	AGS170CH27-ER10	STNU060700207	170 Ton	WGHS	
1	CHWP 7-3				15 HP		
1	CHWP 7-3 VFD	ABB	ACH550VA-023A		15 HP	WGHS Bldg 700	
1	DH 2-1	Neptronic	DFCI004		1	WGHS Bldg 200 AHU 2-1 Heater	
1	DH 4-1	Neptronic	DFCI004		1	WGHS Bldg 400 AHU 4-1 Heater	
1	DH 6-1	Neptronic	DFCI004		1	WGHS AHU 6-1 Heater	
1	Primary CHW Pump 7-1				15 HP	WGHS	
1	Primary CHW Pump 7-2				15 HP	WGHS	
1	Secondary CHW Pump 7-4				15 HP	WGHS	
1	VFD 002		ACH550-VD-08A8-4		5 HP		
1	VFD 003		ACH550-VD-08A8-4		5 HP		
1	VFD 004		ACH550-VD-08A8-4		5 HP		
1	VFD 005		ACH550-VD-08A8-4		5 HP		
1	VFD 006		ACH550-VD-08A8-4		5 HP		
1	VFD 007		ACH550-VD-08A8-4		5 HP		
1	VFD 008		ACH550-VD-08A8-4		5 HP		
1	VFD 009		ACH550-VD-08A8-4		5 HP		
1	VFD 010		ACH550-VD-08A8-4		5 HP		
1	VFD 011		ACH550-VD-08A8-4		5 HP		
1	VFD 1		ACH550-VD-08A8-4		5 HP		

Asset Maintenance Schedule

GADSDEN COUNTY HIGH SCHOOL

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
AHU 1	AHU-WT-HC	1	1	1	1	0	1	0
AHU 2	AHU-WT-HC	1	1	1	1	0	1	0
AHU 3A-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3B-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3B-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3B-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3B-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3D-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3D-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3D-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-5	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-6	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3K-7	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3L-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3L-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3M-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3M-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3N-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3N-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3N-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3N-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3P-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3P-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3P-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 3R-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4A-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4A-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4B-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4B-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4B-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4C-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4D-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4D-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4D-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4F-1	AHU-WT-HC	1	1	1	1	0	1	1

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
AHU 4F-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4F-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4J-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-5	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-6	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-7	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4K-8	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-5	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-6	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-7	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4L-8	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4M-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4M-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4M-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4M-4	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4N-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4N-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4P-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4Q-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 6-1A	AHU-WT-HC	1	1	1	1	0	1	1
AHU 6-1B	AHU-WT-HC	1	1	1	1	0	1	1
AHU 7-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8A-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8C-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8G-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8G-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8J-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8M-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8N-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8N-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8N-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8Q-3	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8T-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8U-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8U-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8V-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8V-2	AHU-WT-HC	1	1	1	1	0	1	1

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
AHU 9-1	AHU-WT-HC	1	1	1	1	0	1	1
BLR 001	BLR-GAS-HW	1	1	1	1	0	0	0
BLR 002	BLR-GAS-HW	1	1	1	1	0	0	0
CHLR 001	CHLR-SCRW-AC	1	1	1	1	0	1	0
CHLR 002	CHLR-SCRW-AC	1	1	1	1	0	1	0
CHLR 003	CHLR-SCRW-AC	1	1	1	1	0	1	0
CWP 1 - Primary	PMP-WTR-CND	1	1	1	1	0	0	0
CWP 1 - Secondary	PMP-WTR-CND	1	1	1	1	0	0	0
CWP 2 - Primary	PMP-WTR-CND	1	1	1	1	0	0	0
CWP 2 - Secondary	PMP-WTR-CND	1	1	1	1	0	0	0
CWP 3 - Primary	PMP-WTR-CND	1	1	1	1	0	0	0
HWP 1 - Primary	PMP-WTR-HW	1	1	1	1	0	0	0
HWP 1 - Secondary	PMP-WTR-HW	1	1	1	1	0	0	0
HWP 2 - Secondary	PMP-WTR-HW	1	1	1	1	0	0	0
HWP 2- Primary	PMP-WTR-HW	1	1	1	1	0	0	0
MAU 3-1	AHU-WT-HC	1	1	1	1	0	1	1
MAU 3-2	AHU-WT-HC	1	1	1	1	0	1	1
MAU 4-1	AHU-WT-HC	1	1	1	1	0	1	1
MAU 4-2	AHU-WT-HC	1	1	1	1	0	1	1
MAU 5-1	AHU-WT-HC	1	1	1	1	0	1	1
MAU 5-2	AHU-WT-HC	1	1	1	1	0	1	1
MAU 6-2	AHU-WT-HC	1	1	1	1	0	1	1
Split System 1	SPLT-DX-HC	1	1	1	1	0	1	1
VFD 001	MIS-VFD	1	1	1	1	0	0	0
VFD 002	MIS-VFD	1	1	1	1	0	0	0
VFD 003	MIS-VFD	1	1	1	1	0	0	0
VFD 004	MIS-VFD	1	1	1	1	0	0	0
VFD 005	MIS-VFD	1	1	1	1	0	0	0
VFD 006	MIS-VFD	1	1	1	1	0	0	0
VFD 007	MIS-VFD	1	1	1	1	0	0	0
VFD 008	MIS-VFD	1	1	1	1	0	0	0
VFD 009	MIS-VFD	1	1	1	1	0	0	0

WEST GADSDEN MIDDLE SCHOOL

Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
AHU 1-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 2-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 4-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 5-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 5-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 6-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 7-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 7-2	AHU-WT-HC	1	1	1	1	0	1	1
AHU 8-1	AHU-WT-HC	1	1	1	1	0	1	1
AHU 9-1	AHU-WT-HC	1	1	1	1	0	1	1
Chiller 7-1	CHLR-SCRW-WC	1	1	1	1	0	0	0
Chiller 7-2	CHLR-SCRW-WC	1	1	1	1	0	0	0
CHWP 7-3	PMP-WTR-CHIL	1	1	1	1	0	0	0
CHWP 7-3 VFD	MIS-VFD	1	1	1	1	0	0	0
DH 2-1	MIS-UHTR-ELC-R	1	1	1	1	0	0	0
DH 4-1	MIS-UHTR-ELC-R	1	1	1	1	0	0	0
DH 6-1	MIS-UHTR-ELC-R	1	1	1	1	0	0	0
Primary CHW Pump 7-1	PMP-WTR-CHIL	1	1	1	1	0	0	0
Primary CHW Pump 7-2	PMP-WTR-CHIL	1	1	1	1	0	0	0
Secondary CHW Pump 7-4	PMP-WTR-CHIL	1	1	1	1	0	0	0
VFD 002	MIS-VFD	1	1	1	1	0	0	0
VFD 003	MIS-VFD	1	1	1	1	0	0	0
VFD 004	MIS-VFD	1	1	1	1	0	0	0
VFD 005	MIS-VFD	1	1	1	1	0	0	0
VFD 006	MIS-VFD	1	1	1	1	0	0	0
VFD 007	MIS-VFD	1	1	1	1	0	0	0
VFD 008	MIS-VFD	1	1	1	1	0	0	0
VFD 009	MIS-VFD	1	1	1	1	0	0	0
VFD 010	MIS-VFD	1	1	1	1	0	0	0
VFD 011	MIS-VFD	1	1	1	1	0	0	0
VFD 1	MIS-VFD	1	1	1	1	0	0	0

EXHIBIT B
SERVICES

Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed. Below are examples of some of the tasking that may or may not be provided.

Split System DX Heat/ Cool

Cooling Annual Inspection

- Check volt/ amps of compressor (s)
- Check volt/ amps of condenser fan motor (s)
- Check volt/ amps of evaporator fan motor
- Check and tighten all electrical connections
- Check all starters/ contactors for wear
- Check all operating/ safety controls
- Check refrigerant pressures
- Check compressor oil levels if applicable
- Check for refrigerant/oil leaks
- Check and clean condensate drain pan and lines
- Check condenser coil/ clean per contract
- Check evaporator coil/ clean per contract
- Check economizer operation
- Check belts/ replace per contract (Customer provided belt)
- Check blower wheels/ clean surface
- Check sheaves wear/ alignment
- Check and lubricate motor bearings
- Check and lubricate blower bearings
- Check overall condition of unit

Heating Annual Inspection

- Check volts/ amps of evaporator fan motor
- Check volts/ amps of inducer fan motor if applicable
- Check and tighten all electrical connections
- Check all starters/ contactors for wear
- Check all operating/ safety controls
- Check heat exchanger for cracks/ corrosion if applicable
- Check and clean burner assembly if applicable
- Check ignition sequence of operation if applicable
- Check burner sequence of operation if applicable
- Check and clean inducer fan wheel if applicable
- Check electric heat strips and record volts/amps if applicable

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Corporate | 4501 Beverly Avenue | Jacksonville, FL 32210 | P 904.642.5303 | F 504.641.8722 | www.BrooksSolutions.net

Tallahassee | 2815-1 Industrial Plaza Dr. | Tallahassee, FL 32301 | P 850.701.2350 | F 850.701.2355

FL: CA C058729 HVAC EQUIPMENT | BUILDING AUTOMATION | ENERGY SOLUTIONS | SERVICE | PARTS GA: CN 209606

2018.06.01

- Check blower wheels
- Check and lubricate motor bearings
- Check and lubricate blower bearings
- Check overall condition of unit

Cooling Operational Inspection

- Check compressors operation if applicable
- Check condenser fan motors operation
- Check evaporator fan motors operation
- Check for visible refrigerant/ oil leaks
- Check belts Check belts/ replace per contract (Customer provided belt)
- Check and lubricate motor bearings
- Check and lubricate blower bearings
- Check overall condition of unit

Heating Operational Inspection

- Check evaporator fan motors operation
- Check heating system
- Check belts/ replace per contract (Customer provided belt)
- Check and lubricate motor bearings
- Check and lubricate blower bearings
- Check overall condition of unit

AHU Water Cooled Heat/Cool

Annual Inspection

- Shut down unit and perform safe LOTO
- Check and tighten all electrical connections
- Check condition of control contacts for wear, pitting and erosion
- Check all operating/ safety controls
- Check and clean condensate drain pan and lines
- Check condensate pump if applicable
- Check hot water coil/ clean surface per contract where applicable
- Check chilled water coil/ clean surface per contract where applicable
- Check Valves/ Actuators where applicable
- Check Steam Traps/ Strainers where applicable
- Check dampers/ linkages
- Check damper actuators
- Check economizer operation
- Check belts/ replace per contract (Customer provided belt)
- Check blower wheels/ clean surface
- Check sheaves wear/ alignment

- Check and lubricate vanes, linkages, bearings, etc.
- Check and verify volts/ amps of blower motor
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Operational Inspection

- Check blower motors operation
- Check belts/ replace per contract (Customer provided belt)
- Check and lubricate vanes, linkages, bearings, etc.
- Check and clean condensate drain pan and lines
- Check and clean condensate pumps where applicable
- Check and clean outside air intakes
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Chillers Screw Air Cooled

Annual Inspection

- Record and report abnormal conditions, measurements taken, etc
- Review customer logs with the customer for operational problems and trends
- Inspect for leaks and report leak check result
- Check the condenser fans for clearances and free operation
- Check tightness of condenser fan motor mounting brackets
- Check the set screws on the fan shafts
- Visually inspect the condenser coil for cleanliness
- Verify the performance of the fan control inverter VFD, if applicable
- Grease bearings as required
- Inspect the control panel for cleanliness
- Inspect wiring and connections for tightness and signs of overheating and discoloration
- Verify the working condition of all indicator/alarm lights and LED/LCD displays
- Test oil pressure safety device (as required)
- Test the operation of the chilled water pump starter auxiliary contacts
- Test oil for acid content and discoloration
- Make recommendations to the customer based on the results of the test
- Verify the operation of the oil heaters.
- Clean the starter cabinet and starter components
- Check the condition of the contacts for wear and pitting
- Check contactors for free and smooth operation
- Verify tightness of the motor terminal connections
- Verify the operation of the electrical interlocks
- Measure voltage and record

- Record all operating parameters
- Clean air-cooled condenser per contract

Operational Inspection

- Check the general operation of the unit
- Log the operating temperatures, pressures, voltages, and amperages
- Check the operation of the control circuit
- Check the operation of the lubrication system
- Check the operation of the motor and starter
- Analyze the recorded data. Compare the data to the original design conditions
- Review operating procedures with operating personnel
- Record all operating parameters

Boilers Gas-Fired Hot Water

Annual Inspection

- Shut down unit and perform safe LOTO
- Check and verify burner operation
- Check and verify burner control system
- Check and verify gas regulator and gas pressure
- Check and verify burner linkages
- Check and verify for gas leaks
- Check and verify gas safety switch
- Check and verify gas valve/operation
- Check and verify draft fan
- Perform combustion analysis test/list on work order
- Check and verify water cutoff where applicable
- Check and verify water feeder where applicable
- Check and verify shut off valves where applicable
- Check and verify temperature controls where applicable
- Check and verify safety switches where applicable
- Check and verify pressure controls where applicable
- Blow down feeder cutoff control where applicable
- Check and verify safety relief valve
- Check and verify combustion controls where applicable
- Check and verify piping connections
- Check and verify all associated valves
- Check and verify water level gauge glass
- Check and verify water level controls
- Disassemble low water cutoff and clean, where applicable
- Check condition of control contacts for wear, pitting and erosion
- Check and verify mercury bulbs
- Check and verify wiring

- Clean burner assembly, per contract where applicable
- Clean make up water components
- Clean hi water components
- Inspect refractory where applicable
- Blow down boiler
- Blow down gauge glass
- Clean external surfaces
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Operational Inspection

- Check operation of boiler
- Check all operating parameters
- Check and verify gas regulator and gas pressure
- Check and verify burner linkages
- Check and verify for gas leaks
- Check and verify draft fan
- Check and verify water cutoff where applicable
- Check and verify water feeder where applicable
- Check and verify temperature controls where applicable
- Blow down feeder cut off control where applicable
- Check and verify safety relief valve
- Check and verify combustion controls where applicable
- Check and verify piping connections
- Check and verify all associated valves
- Check and verify water level gauge glass
- Check and verify water level controls
- Blow down boiler
- Blow down gauge glass
- Check for any unusual noises/vibrations
- Check and verify cabinetry hardware conditions
- Check overall condition of unit

Pumps

Annual Inspection

- Check volts/ amps motor
- Check/ tighten all electrical connections
- Check all starters/ contactors for wear where applicable
- Check all operating/ safety controls
- Check/ lubricate motor bearings per manufacturers recommendation
- Check/ lubricate pump bearings per manufacturers recommendation

- Check pump/motor alignment
- Check coupling
- Check mechanical seals/packing
- Check strainers, pull and clean per contract
- Check hand valves
- Check gauges for accuracy
- Check suction/discharge pressures
- Check mounts/vibration pads
- Check overall condition of unit

Operating Inspection

- Check volts/amps motor
- Check electrical connections
- Check starter operation
- Check/ lubricate motor bearings
- Check/ lubricate pump bearings
- Check coupling
- Check mechanical seals/packing
- Check hand valves
- Check gauges for accuracy
- Check suction/discharge pressures
- Check mounts/vibration pads
- Check overall condition of unit

VFD- Variable Frequency Drive

- Check variable frequency drives - proper operation, adjust if necessary
- Check control box-clean - clean debris and tighten connections
- Check all starters/ contactors for wear
- Check voltage
- Check ventilation fans & housing - clean and check integrity

Full Labor Coverage Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the term of this Agreement.
3. In the event of a possible replacement or repair option on a given piece of equipment, Service Provider reserves the sole right to decide whether the component, part, or item of equipment shall be repaired or replaced to maintain optimum operation of that equipment. Prompt notice of that decision will be given to the Customer. Should the Customer disagree with that decision, within five days after receipt, Service Provider may then either remove the component, part, or item of equipment from its scope of responsibility and adjust the monthly rate accordingly or cancel this Agreement.
4. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
5. The annual Agreement price is subject to adjustment on each commencement anniversary, to reflect increases in labor, material, and other costs, unless otherwise negotiated upon.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
8. This Agreement applies only to the maintainable/moving portions of the system(s). Repair or replacement of non-maintainable/non-moving parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, main power service and electrical wiring, circuit boards, piping, refrigerant and/or piping, tube bundles, valve bodies, heat exchangers, evaporator or condenser coils, structural supports, gas valves, oil storage tanks and other similar items are excluded from labor coverage.
9. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
10. Service Provider will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement.
11. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Service Provider.

12. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.

13. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.

14. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.

15. Service Provider shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

16. Customers shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

17. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

18. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement, or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes or materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

19. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

20. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Mark's Lawn Maintenance, Inc.

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to issue a purchase order for the 2022-2023 fiscal year with Mark's Lawn Maintenance, Inc in the amount of \$45,500.00. Attached are three quotes that include the proposed services at four locations. The services detailed for West Gadsden MS are conducted at Greensboro Elementary on the football field and at West Gadsden Middle on the practice football, baseball and softball fields.

FUND SOURCE: 1100E 8100 3500 0051 31000 00000 00000 (Gadsden County HS)

1100E8100 3500 0052 31000 00000 00000 (West Gadsden MS)

1100E8100 3500 0091 31000 00000 00000 (Havana Magnet)

AMOUNT: \$20,800.00 for Gadsden County HS

\$20,800.00 for West Gadsden MS

\$3,900.00 for Havana Magnet

PREPARED BY: William Hunter

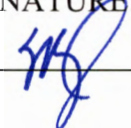
POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY:  6/23/22



Mark's Lawn Maintenance, Inc.

P. O. Box 180306

Tallahassee, FL 32318

Phone (850) 524-2771

E-mail: markslawninc@yahoo.com

TO: William Hunter

DATE: May 4, 2022

FOR: East Gadsden High School
27001 Blue Star Highway, Havana, FL 32333

Athletic Field Maintenance

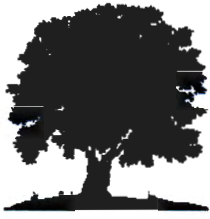
\$20,800.00 annually
(to be billed at \$1,733.33 per month)

Fields Included in Above Cost:

Football
Football Practice
Softball
Baseball

Scope of Services:

- Athletic playing surfaces grass height shall be maintained between $\frac{3}{4}$ " to $1\frac{1}{4}$ ". A minimum of one mowing per week with additional mowings as required during growing season. Athletic fields are over-seeded during the winter; therefore, athletic playing surfaces must be mowed year-round to maintain between $\frac{3}{4}$ " to $1\frac{1}{4}$ " grass height. Cutting height may be lowered for extenuating circumstances such as: in winter, prior to over seeding to allow seed to have soil contact and in spring, to aid in elimination of ryegrass.
- Grassed area between track and fence is included in mowing area.
- All activities will be coordinated with maintenance department.
- Edge or weedeat along edge of track.
- Spray herbicides or weed eat along fence lines of above fields.
- Athletic field irrigation system will be tested to make sure it is working properly. This includes checking all zones for leaks, clogged nozzles, coverage, broken pipes/heads, etc. Mark's Lawn will coordinate with maintenance department when watering schedule is adjusted to make sure sprinklers do not run during a scheduled event.
- Mark's Lawn will keep maintenance department informed of any conditions that could adversely affect the athletic fields.
- Fields shall be aerated as needed.
- Above price includes over-seeding, top dressing and fertilizing fields as needed. Gadsden County School Board to provide seed, sand for top dressing and fertilizer.



Mark's Lawn Maintenance, Inc.

P. O. Box 180306

Tallahassee, FL 32318

Phone (850) 524-2771

E-mail: markslawninc@yahoo.com

TO: William Hunter

DATE: May 4, 2022

FOR: West Gadsden Middle School
200 Providence Road, Quincy, FL 32351

Athletic Field Maintenance

\$20,800.00 annually
(to be billed at \$1,733.33 per month)

Fields Included in Above Cost:

Football
Football Practice
Softball
Baseball

Scope of Services:

- Athletic playing surfaces grass height shall be maintained between $\frac{3}{4}$ " to $1\frac{1}{4}$ ". A minimum of one mowing per week with additional mowings as required during growing season. Athletic fields are over-seeded during the winter; therefore, athletic playing surfaces must be mowed year-round to maintain between $\frac{3}{4}$ " to $1\frac{1}{4}$ " grass height. Cutting height may be lowered for extenuating circumstances such as: in winter, prior to over seeding to allow seed to have soil contact and in spring, to aid in elimination of ryegrass.
- Grassed area between track and fence is included in mowing area.
- All activities will be coordinated with maintenance department.
- Edge or weed eat along edge of track.
- Spray herbicides or weed eat along fence lines of above fields.
- Athletic field irrigation system will be tested to make sure it is working properly. This includes checking all zones for leaks, clogged nozzles, coverage, broken pipes/heads, etc. Mark's Lawn will coordinate with maintenance department when watering schedule is adjusted to make sure sprinklers do not run during a scheduled event.
- Mark's Lawn will keep maintenance department informed of any conditions that could adversely affect the athletic fields.
- Fields shall be aerated as needed.
- Above price includes over-seeding, top dressing and fertilizing fields as needed. Gadsden County School Board to provide seed, sand for top dressing and fertilizer.



Mark's Lawn Maintenance, Inc.

P. O. Box 180306

Tallahassee, FL 32318

Cell: (850) 524-2771

E-mail: markslawninc@yahoo.com

PROPOSAL

TO: William Hunter

DATE: May 4, 2022

RE: Havana Magnet School
1210 Kemp Road
Havana, FL

ATHLETIC FIELD MAINTENANCE:

\$3,900.00 per year
(to be billed at \$325.00 per month.)

Football field only: Mow entire area inside track with athletic field mower. A minimum of one mowing per week with additional mowing as needed during growing season.

SUMMARY SHEET
RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9c

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Architectural and Professional Services-Continuing
Services Contract

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for School Board approval to extend the
agreement for the 2022-2023 fiscal year with Clemons, Rutherford & Associates, Inc. for the
following:

- (1) Minor projects as allowed by F.S. 287.055 where construction cost of each individual
project does not exceed two-million-dollars (\$2,000,000.00).
- (2) For scopes of service where there are no construction cost, including but not limited to,
master planning, studies and evaluations that do not exceed two-hundred-thousand
dollars (\$200,000.00)

This is for continuing services that were awarded with RFQ 1617:10.

FUND SOURCE: determined on a project by project basis

AMOUNT: determined on a project by project basis

PREPARED BY: William Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY:  6/15/22



DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY

Elijah Key, Jr.
Superintendent

William B. Hunter
Director of Facilities

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

Email: hunterw@gcpsmail.com

"Putting Children First"

June 9, 2022

Mr. William D. Rutherford, President
Clemons, Rutherford and Associates, Inc.
2027 Thomasville Road
Tallahassee, FL 32308

Dear Mr. Rutherford,

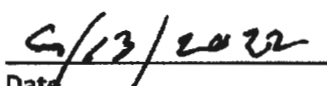
In preparation for the upcoming fiscal year, we are contacting you in reference to *RFQ No. 1617:10 Continuing Contract for Professional Services*. We would like to extend this agreement, pending School Board approval, through the 2022-2023 fiscal year providing the same service and cost as noted in the original agreement (see attached). Please review the specifications and terms of your original agreement, provide your response and return this letter no later than Monday, June 13, 2022. This response can be provided by mail or fax to the above referenced contact information or via email to odonnella@gcpsmail.com.

I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 1617:10) starting July 1, 2022 through June 30, 2023.

I do not wish to extend this agreement for the 2022-2023 fiscal year.



Signature



Date

We anticipate this extension request being placed on the agenda for the June 2022 School Board meeting. Please feel free to call (850) 627-9888 if you have any questions or concerns.

Sincerely,


William B. Hunter, Jr.
Director of Facilities

WBH/aeo

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

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

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

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

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

Clemons, Rutherford & Associates, Inc.
2027 Thomasville Road
Tallahassee, FL 32308
Telephone Number: 850-385-6153
Fax Number: 850-386-8420

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

Gadsden County Schools Minor Projects

Minor Projects as allowed by F. S. 287.055
Where construction cost of each individual project does not exceed two-million-dollars
(\$2,000,000.00) and for services where there is no construction cost, including but not
limited to: Master Planning, Studies, and Evaluations, Services for Each Individual Scope
does not exceed two-hundred-thousand-dollars (\$200,000.00).

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

| See Exhibit "A"

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| To be determined at a later date by Project Specific Task Order.

.2 Substantial Completion date:

| To be determined at a later date by Project Specific Task Order.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval. The Architect shall not withhold approval without justifiable cause.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.) TO BE DETERMINED BY SPECIFIC TASK ORDER.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (E202™-2008)		

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1

(Paragraphs deleted)

Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.2 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.3 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.

.2 Monthly visits to the site by the Architect over the duration of each Project during construction

.3 One (1) inspection of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspection of the Work to determine final completion

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

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

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

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

Inlt.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 7 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Total Basic Compensation one hundred percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Exhibit "B"

Employee or Category Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

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

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not Applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

AIA Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

Gadsden County Schools Minor Projects

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

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

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

To be determined by Project Specific Task Orders.

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be determined by Project Specific Task Orders.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

To be determined by Project Specific Task Orders.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined by Project Specific Task Orders.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:

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.

mil. / AIA Document B101™ – 2007 Exhibit A. Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:10:28 on 10/04/2016 under Order No.7384988356_1 which expires on 07/06/2017, and is not for resale. User Notes: (1383827118)



CLEMONS, RUTHERFORD & ASSOCIATES, INC.
 ARCHITECTS | PLANNERS | INTERIOR DESIGNERS | CONSTRUCTION MANAGERS
 2027 Thomsville Road, Tallahassee, Florida 32309
 P: 850-385-0183 | F: 850-386-8420 | www.craarchitects.com

EXHIBIT 'B'

2016 HOURLY RATES

The basic hourly rates for all architectural and interior design disciplines are listed below.

Principal-In-Charge	\$160.00
Project Manager/Architect	145.00
Project Designer	128.00
Project Interior Designer	123.00
Construction Administrator	120.00
Plans Review and Inspection	120.00
Estimator	115.00
Specification Writer	100.00
BIM / 3D Drafting	90.00
Drafting: Senior	80.00
Junior	60.00
Clerical/Support Services	60.00

Rates are reviewed and adjusted on an annual basis in January of each year.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9d

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Contract for Continuing Services for Roofing and Roofing Repairs

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: School Board approval is requested to extend the agreement for district-wide services for roofing and roofing repairs for the 2021-2022 fiscal year with the vendor Southland Rowe Roofing, Inc. This agreement for continuing services was awarded as RFO No. 2019-0001.

FUND SOURCE: General Fund and Capital Projects Fund

AMOUNT: varies by project

PREPARED BY: William Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY: SHJ 6/13/22



DEPARTMENT OF FACILITIES
THE SCHOOL BOARD OF GADSDEN COUNTY

Elijah Key, Jr.
Superintendent

William B. Hunter
Director of Facilities

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

Email: hunterw@gcpsmail.com

Putting Children First

June 9, 2022

Mr. Ruben R. Rowe, III, President
Southland Rowe Roofing, Inc.
1843 Commerce Boulevard
Midway, FL 32343

Dear Mr. Rowe,

In preparation for the upcoming fiscal year, we are contacting you in reference to RFQ No. 2019-0001 Continuing Services for Roofing and Roofing Repairs. We would like to extend this agreement, pending School Board approval, through the 2022-2023 fiscal year providing the same service and cost as noted in the original agreement (see attached Agreement dated 11/22/19). Please review the specifications and terms of your original agreement, provide your response and return this letter no later than Monday, June 13, 2022. This response can be provided by mail or fax to the above referenced contact information or via email to odonneila@gcpsmail.com.

- I agree to extend our services at the same price and schedule as the original agreement (RFQ No. 2019-0001 with Agreement dated 11/22/19) starting July 1, 2022 through June 30, 2023.
I do not wish to extend this agreement for the 2022-2023 fiscal year.

Signature

6.10.22
Date

We anticipate this extension request being placed on the agenda for the June 2022 School Board meeting. Please feel free to call (850) 627-9888 if you have any questions or concerns.

Sincerely,
[Handwritten Signature]

William B. Hunter, Jr.
Director of Facilities

wbh/aec

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
CHATTANOOGUE, FL 32324
GREENBORO, FL 32309

Charlie D. Frost
DISTRICT NO. 4
GRATINA, FL 32332
QUINCY, FL 32351

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

**AGREEMENT
FOR
CONTINUING SERVICES FOR ROOFING AND ROOFING REPAIRS**

THIS AGREEMENT, effective this 22 day of November, 2019 by and between the GADSDEN COUNTY SCHOOL BOARD (hereinafter referred to as the "Owner"), and SOUTHLAND ROWE ROOFING, INC. (hereinafter referred to as the "Contractor"). From RFQ 2019-0001

WITNESSETH

WHEREAS, the Owner wishes to employ the services of the Contractor to provide continuing roofing services, and

WHEREAS, the Owner has given public notice of the services to be rendered pursuant to this Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the policies and procedures of the Owner; and

WHEREAS, any differences that may exist between the Agreement and RFQ, the more stringent or of greater value to the district shall take precedence, and

WHEREAS, the Contractor is qualified, willing and able to perform the services required on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do hereby agree

**SECTION 1
Services to be provided by the Contractor**

The Contractor hereby agrees to perform general roofing services, including, but not limited to, replacement and/or repairs of bituminous, single-ply or metal panel roofing systems, metal decks, non-structural light weight concrete decks, roof deck insulation, flashings, copings, equipment curbs, termination points, expansion joints, roof drains and flashing, and associated roofing accessories, metal flashing or other roofing systems and components and other work normally associated with roofing, as well as waterproofing, skylight, and other moisture proofing repairs for structures and other work normally associated with roofing for the Owner, to be determined on an as-needed basis. The services to be rendered by the Contractor will be provided on a continuing basis, although the Owner is not obligated to obtain such services on a continuing basis from the Contractor.

Services which may be performed under this Agreement are limited to those projects for which the construction costs do not exceed \$200,000, or such other amount below that sum as may be established by the Owner, and for which the Owner elects not to publicly advertise for competitive bids or proposals from all interested firms and individuals. In the event of a valid public emergency, the contractor may also be utilized for projects for which roofing costs exceed \$200,000

Page 1 of 6



Projects shall be approved based on written proposal which shall include by reference the RFP number that is referenced by this Contract Document attached hereto unless the specific award provides otherwise. These standard documents may be amended from time to time.

It is expressly understood that the Owner is not obligated to utilize the services of the Contractor for any particular project within the District, and the Owner is entitled to seek competitive bids or proposals through open advertisement for any work. Additionally, nothing herein is intended to prohibit the Contractor from submitting bids or proposals on any projects for which the Owner seeks competitive bids or proposals through open advertisement.

SECTION 2 Compensation for Services

Compensation for services provided under this agreement shall be as established in the proposal price sheet that was included in the RFP response. Any changes from the accepted pricing must be written and agreed to by both parties.

SECTION 3 Notices

All notices required to be given by the Owner to the Contractor hereunder shall be in writing and shall be given either by hand delivery or by United States mail, postage prepaid, addressed to

Mr. Ruben Rowe, III
Southland Rowe Roofing, Inc
1843 Commerce Blvd
Midway, FL 32343

All notices required to be given to the Authority hereunder shall be in writing and shall be given either by hand delivery to the Director of Construction of the Authority or by United States mail, postage prepaid, addressed to.

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

Either party may change its address for purposes of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

SECTION 4 Term

The term of this Agreement shall be for a period of one (1) year from the *date* first written above. The Owner, with the mutual agreement of the Contractor, may elect to renew this Agreement for two (2) additional one (1) year periods. The Contractor shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein.

**SECTION 5
Performance and Payment Bonds**

If required, a Performance Bond and a Payment Bond for the total Contract Price, will be required for the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; and b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract. Attorneys-in-fact who sign Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Florida agent of the Surety, with power of attorney attached.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:

- a. **Qualification - Management and Strength.** For Contracts in which the Contract Sum exceeds \$100,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A M Best Company, Post Office Box 1107, Summit, New Jersey 07901.
- b. **Bonding Limit – Any one risk:** The bonding limit of the Sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

**SECTION 6
Insurance**

Contractor shall purchase and maintain in force during the term of this Contract, at its own cost and expense, insurance with the following minimum limits. Contractor shall furnish documentation of the below insurance limits on a form acceptable to the Owner along with a copy of the additional insured endorsement. Any deductible or self-insurance retention should be indicated on the certificate of insurance. Additionally, the Owner's Statement of Agent or Broker shall accompany each Certificate of insurance.

<u>Type of Policy</u>	<u>Limits</u>
Commercial and Contractual General Liability	\$5,000,000
Maximum deductible or self-insured retention	\$10,000
 Automobile Liability	 \$5,000,000
Maximum deductible or self-insured retention	\$10,000
 Workers Compensation and Employer's Liability	 Statutory Limit \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee

SECTION 7 Termination

The Owner may terminate this Agreement in whole or in part at any time for its convenience, and in its sole discretion, by giving the Contractor seven (7) days written notice. The Owner shall have the right, in that event, to take over any or all of the Contractor's material, supplies, equipment, or Subcontractors in order to complete any ongoing work and the Contractor shall assign to the Owner such material, supplies, equipment, or Subcontracts/purchase orders. The Contractor shall proceed to complete any part of any ongoing work, as directed by the Owner, and shall attempt to settle all Subcontract or Supplier claims and obligations under the Contract with the Owner. The Contractor shall be compensated by the Owner for the Contractor's reasonable costs actually expended and profit earned on work that has been fully completed and accepted by the Owner. There is no entitlement to anticipatory profits, unless agreed to by the Owner as part of a final Contract Modification that fully resolves all outstanding issues on the Project. The Contractor shall substantiate its request for payment as requested by the Owner.

The Owner may also terminate the Agreement for cause if it determines that the Contractor has

- 1) failed to perform work in accordance with the contract documents; failed to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the job and prosecute work, or failed to have available at the site proper equipment or materials to assure completion of work in accordance with the terms of the contract documents,
- 2) performed work unsuitably or neglected or refused to remove materials or to perform anew such work as may be rejected as unacceptable or unsuitable,
- 3) failed to commence work, maintain adequate progress towards completion of the work or discontinue the prosecution of the work,
- 4) allowed any final judgment against it to remain unsatisfied for a period of thirty (30) days,
- 5) made an assignment for the benefit of creditors,
- 6) failed to make timely payments to any Subcontractor or Supplier without good cause,
- 7) consented to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Contractor,
- 8) been the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors,
- 9) failed to maintain acceptable bonds, including, if at any time the Surety executing any bond is determined by the Owner to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) business days after notice from the Owner. This ten (10) day notice and cure period is in lieu of the seven (7) day period set for the in the following paragraph,
- 10) otherwise breached a material term of this Agreement



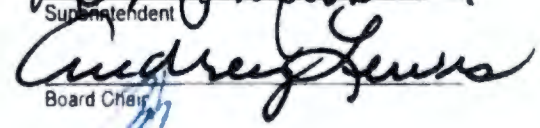
When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety seven (7) days written notice and provided that the Contractor, within such seven (7) day period, has not commenced in good faith to cure such cause or breach to the satisfaction of the Owner (or if having commenced such cure, is not proceeding diligently to complete such cure to the satisfaction of the Owner), terminate this Contract, in whole or in part, and may, subject to any prior rights of the Surety, finish work by whatever reasonable method the Owner may deem necessary, including taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed and their corporate seals to be affixed hereto, effective as of the day and year first above written

(Notary Seal)

GADSDEN COUNTY SCHOOL BOARD


Superintendent


Board Chair

SOUTHLAND ROWE ROOFING, INC


Authorizing agent


Title

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

EXHIBIT "A"

Gadsden County School Board

Request for Proposals (RFP)

Continuing Services for Roofing and Roofing Repairs



"Putting Children First"
Roger P. Milton
Superintendent

District Wide, Gadsden County Florida

Date Issued: 9/13/2019

Date Due: 10/9/2019

RFQ Number: 2019-0001

GCS's Purchasing Department Attn: Bonnie Wood

35 Martin Luther King Jr Blvd , Quincy

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

ADVERTISEMENT

**The Gadsden County School Board
Is seeking Proposals**

**for a continuing services contract for Minor Roofing and Roofing Repairs.
These services shall be District wide requested on an as needed basis.**

The School Board of Gadsden County, Quincy Florida, invites qualified Roofing Contractors to submit Sealed proposals for the above referenced services with the intent of securing a continuing services contract

Proposers must possess the following minimum qualifications to be considered:

- 1 A clear understanding of requested services
- 2 A minimum of 5 years in business in good standing with DBPR and BBB
3. Possess experience in K-12 educational facilities
- 4 Adequately staffed to meet District needs
5. Properly licensed and insured
6. Financially stable
7. Ability to diagnose and repair a wide variety of roofing systems that include but are not limited to, buildup, asphalt shingles, modified bitumen, metal

An RFP package may be downloaded off the Gadsden County Schools' web site, www.gcps.k12.fl.us. Additional requirements and mandatory forms are contained in it. Participants must thoroughly familiarize themselves with all instructions in the proposal package to be responsive

There will be no mandatory pre-submission conference or site visit for this RFP. Roofing Contractors wishing to tour district sites may do so by scheduling visits through the Facilities Department E-mail Bill Hunter; hunterw@gcpsmail.com.

Proposals shall be delivered to the Gadsden County School's purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building or a PDF version e-mailed to woodb@gcpsmail.com by **1:45 pm**, on **10/9/2019**. Proposal will be opened on **10/9/2019** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

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

Please direct all questions to: The Purchasing Department of Gadsden County Schools
Attn: Bonnie Wood, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351
Office: **(850) 627-9651** ext 1222 E-mail: woodb@gcpsmail.com

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

SCHEDULE OF EVENTS

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

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

Schedule of Events

Description	Date	Time
Public posting	<u>9/13/2019</u>	<u>6:00 pm</u>
Last day for written inquiries	<u>9/20/2019</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>9/23/2019</u>	<u>5:00 pm</u>
Proposal due date	<u>10/9/2019</u>	<u>1:45 pm</u>
Proposal opening	<u>10/8/2019</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>10/9/2019</u>	<u>3:00 pm</u>
Anticipated recommendations to the Board	<u>10/22/2019</u>	<u>6:00 pm</u>

INSTRUCTIONS TO PROPOSERS**PART 1 – GENERAL CONDITIONS**

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through Gadsden County School's (GCS's) Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this Request, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts.
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
- A. If you are not a registered GCS vendor, you will need to complete the W-9 form and return it to GCS Purchasing office.
- B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your existing number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCS shall not be responsible for providing addendums to proposers that are not registered.
- A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$15,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
- A. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
- B. Purchases \$15,000 and up must be approved by the Gadsden County School Board.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the proposal. The proposer shall submit a Subcontractors List. Form provided.
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
- A. All proposers will check in with the Facilities Office before arriving at any of GCS sites.

- B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
 - C. Contact, communication, videotaping, or photographs of students or staff is strictly prohibited.
 - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E. District personnel are not authorized to interpret, clarify, or modify the Request in any way.
 - 1. All interpretations, clarifications, or modifications shall be by means of an addendum issued from GCS's purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services.
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A. Examined all Documents thoroughly.
 - B. Visited the site(s) to familiarize themselves with local conditions that may affect cost, progress, or performance in providing the services.
 - C. Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the request shall be submitted only through GCS's Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCS's Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - B. Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments:** The Owner reserves the right to revise or amend the Request prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of Proposals may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

- 1.12 Insurance:** Insurance is required for all projects with the District.
- A. Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*
 - a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
 2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
 - a. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
- 1.13 Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
- 1.14 Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
- 1.15 Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility will not be exempt from the sales tax on those materials. *Section 192 F.S.*
- A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.
- 1.16 Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under

a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list

A The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

- 1 17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the Gadsden County School Board to contract with your company. By responding to this Invitation to Bid, you agree to abide by all Gadsden County School Board policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

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

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

Contact: Human Resources Department @ 850-627-9651

- 1 18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1 19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board
- 1 20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept to check verification by provide a copy of the badge or social security number of

the employee(s) needing verification beforehand. There is no additional cost for verifying the State Vendor Badge. **BADGES MUST BE WORN AT ALL TIMES** while working for the School Board of Gadsden County.

- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participant certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their Proposal.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the

contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.

1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.
- 1.25 **Direct Purchase:** The proposer shall include in its proposal the cost of any equipment, materials, or labor. GCS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** Proposal's must contains an original manual signature of an authorized representative. Failure to properly sign the Proposal may invalidate it. Any illegible entries, pencil proposals, or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the Proposal.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete, signed Proposal. If submitting by e-mail, the proposal must be in PDF formatting, locked, complete and signed.
- 1.28 **Preparation Costs:** GCS shall not be liable for any expenses incurred in connection with the preparation of a response to this Request.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this Proposal and the resulting contract. No outside terms and conditions will be considered unless approved by GCS.

- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each Proposal as required by 255.0518 F.S. and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.
- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd, Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or Modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**

- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon acceptance of properly documented invoice.
- 1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

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

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

PART 2 – REQUIRED FORMATTING

- 2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper, organized in a 3 ring binder with each section separated by tabs that are labeled and numbered. With the exception of headers and footers, font size shall not be smaller than 10. All items listed in section 2.1 are mandatory.

- A. **Cover Page: (2 point)** The cover page shall identify
1. Company Name
 2. Due date and time
 3. RFP number
 4. The Owner's name, Gadsden County School Board

- B. **Tab 1 – Letter of Transmittal: (10 points)** Provide the Firm's name, Principal's name, business address and phone number. Give a brief description of services being requested (this demonstrates to the owner the intent of the Request is understood). Letter of Transmittal must not be more than one page on Proposer's Company letterhead.
- C. **Tab 2 – Business/Corporate Background: (25 points)** Provide a narrative of the company's history that includes number of years in business. List all current contracts. Include a copy of firm's corporate charter if applicable. Provide a brief description of 3 similar k-12 projects highlighting unique and interesting aspects of each project. Mention any design challenges and course taken to overcome them.
1. Each project description shall include:
 - a. Identify firm's team that worked on the project and at what capacity.
 - b. Include name of project owner with contact information that shall include address of project, contact name, phone number and e-mail address.
 - c. List original start and completion dates with actual start and completion dates. Include reason for schedule changes if any.
 - d. List estimated cost of construction with actual cost of construction. Include explanation of major differences if any.
- D. **Tab 3 – License: (25 points) Staffing/Staff Background: (25 points)** Provide an overall company organizational chart. Provide a GCPS team chart. Include a resume for each key person of the GCPS team. It shall be required the at least one principal officer/owner be included on the GCPS team. The Board will be looking for the experience level and background of each team member demonstrating the ability to provide the services in a professional and timely manner.
- E. **Tab 4 – Penalties, Litigation and Bankruptcy: (10 point)** Indicate whether the firm has been involved in or currently a part of any work related legal proceedings, litigation, conviction, liquidated damages, settlement agreements or bankruptcy. If so, provide explanations.
- F. **Tab 5 – Insurance: (5 points)** Provide a copy of all current certificates of insurance.
- G. **Tab 6 – License: (5 points)** Provide a copy of all license and certificates required and supplemental.
- H. **Tab 7 – Bonding: (10 points)** Provide a letter of intent from a surety company acknowledging the maximum amount the firm may be bonded for.
- I. **Tab 8 – Addendum to Bid: (5 points)** Print and sign all addenda.
- J. **Tab 9 – Mandatory Forms: (3 points)** Include a signed copy of each.

1. "List of Sub-Contractors",
 2. "Drug Free work place",
 3. "Public Entity Crimes Form",
 4. "Minority and Woman Owned Businesses Form",
 5. "Debarment Certification Form",
 6. "Conflict of Interest Form",
 7. "Vendor Registration form with a W-9",
- 2.2 Once all copies of the proposals are bound and ready to submit, (stapling is acceptable for smaller RFPs) they should be inserted into an envelope or boxed for ease of delivery and storage. It is required that the proposer label the outside of the container. A label has been provided herein to assist with proper identification.

PART 3 – CONTRACTOR REQUIREMENTS

- 3.1 Neither the RFP nor Letter of Agreement are a guarantee of work from GCS. No work should commence without the issuance of a PO.
- A. **Exception:** Emergency repairs can be authorized by the district without a PO. The contractor should confirm receipt of e-mail from the Director of Facilities authorizing them to proceed in such case. In these cases, payment will be made from the invoice.
- 3.2 **Labor:** Labor shall be billed to the District based on the hourly rates submitted on the bid price sheet of the Proposal. The hourly rate shall include full compensation for labor, equipment operators, travel time, and any other costs (including overhead and profit). The rate is straight time for all labor except as otherwise noted herein.
- A. When requested and approved by the owner, overtime pay shall be permitted. In those cases, where the contractor's employee works in excess of forty hours and on official holidays, then the District will authorize payment of one and a half times the agreed upon labor rate.
- 3.3 **Subcontractors:** If the Contractor subcontracts any portion of a project for any reason, he must state the name and address of the subcontractor and the name of their contact person on the estimate.
- A. Subcontractors may only be utilized with prior approval from GCS' Director of Facilities.
- B. GCS reserves the right to reject any proposal that names a subcontractor who has previously failed to deliver on time, contracts of similar nature, or who is not in a position to properly perform this award.
- C. The contractor is encouraged to utilize MBE certified subcontractors when possible.
- 3.4 **Materials and Equipment:** The District shall pay only fair market prices for materials. The Contractor shall be reimbursed at invoice cost. A markup shall be paid on material

invoices only. Markup shall not exceed 20%. A copy of the material receipt is to be provided with each invoice.

- A. The awarded contractor will be expected to familiarize themselves with roofing systems utilized throughout the district and either stock common materials or have an agreement with a local supplier to stock materials for same day delivery.
- 3.5 **Equipment Rental:** Equipment Rentals will be billed to the district at cost plus markup. Markup shall not exceed 20%. A copy of the rental receipt is to be provided with each invoice.
- 3.6 **Scope of Work:** When called upon, the awarded Contractor shall evaluate and estimate work requested by the owner. The contractor shall then provide the owner a written proposal referencing the continuing services number that will be issued in the letter of acceptance. Once a purchase order is issued, the contractor shall work with the Director of Facilities on approved projects between \$0 to \$200,000.
- A. It is the districts Intent to obtain Contracting services from a Florida Licensed Roofing Contractor which has the capability and capacity to perform services such as installation, maintenance, and repairs, for a wide variety of roofing systems as requested on an as needed basis.
- 3.7 **Emergencies:** All roof leaks are critical but when one affects primary functions or creates an uninhabitable environment it's considered an emergency. When required, temporary measures must be initiated to prevent further intrusion until a permanent solution can be done.
- A. The Director of Facilities will identify emergencies and report them to the contractor as such.
- 3.8 **Hurricanes:** The awarded contractor must be adequately staffed and equipped to be able to man one or more sites for post storm roof repairs and cleanup within 3 days of the event. As specified in section 3.4, temporary roofing material must be on hand prior to the event.
- 3.9 **Emergency Response Time:** The awarded Contractor shall guarantee emergency response time of four (4) hours. (With exception to hurricanes).
- A. Response time is calculated from the first call placed until a representative of the Contractor arrives on site.
 - B. Response time may be waived by the Director of Facilities.
- 3.10 **Term:** The Continuing Services agreement shall be for one year with the option to renew a year at a time for a maximum of three years.

PART 4 – EVALUATION PROCESS

- 4.1 **Review Committee:** The Director of Facilities shall select one or more individuals knowledgeable in District needs and familiar with purchase and contracting requirements and one individual unrelated to contracting to serve as equity. This group will be the review committee.

- A. GCS' Purchasing department, as specified in the Schedule of Events, shall publicly opened and read each proposal confirming mandatory requirements. Responsive proposals shall be distributed to the Director of Facilities.**
 - 1. Proposals not meeting mandatory requirements shall not be distributed to the Director for consideration.**
- B. The review committee will evaluate and rank all compliant proposals to determine which best meets evaluation criteria based on District needs.**



PROPOSAL PRICE SHEET

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

FROM: Southland Rowe Roofing, Inc.
1843 Commerce Boulevard
Midway, FL 32343

Vendor ID _____

PROJECT: Continuing Service Agreement for Roofing and Roof Repairs

Gentlemen:

I have received the Request for Proposal numbered "2019-0001" and dated 09/13/2019 as prepared by Gadsden County Schools. I have also received the following Addenda numbers _____, _____, _____, _____ and have included their provisions in my proposal.

After examination of all the Bid Documents, addenda and questions, I'm satisfied with the terms and submit the following hourly rate(s): If more than one rate applies, please include a description of position.

<u>General Roof Labor</u>	<u>\$45.00</u>
<u>Roof Mechanic</u>	<u>\$65.00</u>
<u>Project Foreman</u>	<u>\$75.00</u>
<u>Project Superintendent</u>	<u>\$85.00</u>
<u>Project Manager</u>	<u>\$125.00</u>
<u>Project Executive</u>	<u>\$175.00</u>

By submitting this proposal, I agree:

- 1 To the terms and conditions as specified in the above referenced Request for Proposal.
- 2 I acknowledge that by returning the executed letter of acceptance, all Proposal Documents become a binding agreement.
- 3 That issued Purchase Orders are supplemental to the Agreement and do not supersede or modify its content in any way.

1843 Commerce Blvd * Midway, FL 32343
 Phone: 850-386-7663 * Fax: 850-562-5472
 www.RoweRoofing.com



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

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 9th day of October, A.D., 2019.

Authorizing Signature

(SEAL)

October 9th, 2019
Date

1943 Commerce Blvd * Midway, FL 32343
Phone 850-386-7683 * Fax 850-582-5472
www.RoweRoofing.com



FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. 1

Date: October 4, 2019

RFP No. 2019-0001

Project Name: Continuing Services for Roofing and Roofing Repairs

NOTICE TO ALL BIDDERS

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

PRE-BID QUESTIONS and ANSWERS

- 1 Q Due Date Change
- A Replace page 3, SCHEDULE OF EVENTS with new SCHEDULE OF EVENTS, attached.
- 2 Q Liquidated Damages-Supplies or Services
- A See Attachment
- 3 Q
- A
- 4 Q
- A
- 5 Q
- A

[Signature]
 Preparer's Name

10/4/2019
 Date

[Signature]
 Authorizing Agent

10/8/2019
 Date

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

1843 Commerce Blvd * Midway, FL 32343
 Phone 850-388-7863 * Fax 850-582-5472
 www.RoweRoofing.com



FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. 2
Date 10/23/2019
RFQ No. 2019-0001
Project Name Roofing & Roofing Repairs Continuing Services

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Proposer shall acknowledge receipt. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Proposer is instructed to incorporate this addendum into their Proposal.

PRE-BID QUESTIONS and ANSWERS

RFP Document were a to include

- A The RFP doesn't specify where the price proposal sheet needs to be so you can't find it anywhere but would recommend it being at the end so it's easily found
- Q
- A
- Q
- A
- Q
- A
- Q
- A
- Q
- A
- Q
- A

Signature Name

Authorizing Agent

Date

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

1843 Commerce Blvd ★ Midway, FL 32343
Phone: 850-386-7663 ★ Fax: 850-562-5472
www.RoweRoofing.com



FORM 00415

LIST OF SUBCONTRACTORS

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

From: Southland Rowe Roofing, Inc
1843 Commerce Boulevard
Midway, FL 32343

This list is an integral part of the proposal.

For the construction of the

The undersigned lists below the names of the subcontractors who will perform the phases of the work indicated:

<u>Division</u>	<u>Name of Subcontractor</u>
Concrete	<u>Self Perform</u>
Metal Framing	<u>Nelson & Affiliates</u>
Masonry	<u>Self Perform</u>
Roofing	<u>Self Perform</u>
Hollow Metal	<u>Moore Doors</u>
Aluminum Curtin Walls	<u>Self Perform</u>
Drywall	<u>Nelson/Anderson 1 at Boy Drywall</u>
Acoustic Ceiling	<u>Nelson Anderson</u>
Painting	<u>Marlin Coatings/Universal Coating</u>
Mechanical	<u>Keith Lawson</u>
Plumbing	<u>Keith Lawson</u>
Electrical	<u>Meeks</u>
Communications	<u>Jacksonville Sound</u>
Other	_____
Other	_____

1843 Commerce Blvd * Midway, FL 32343
 Phone: 850-388-7663 * Fax: 850-562-5472
www.RoweRoofing.com



FORM 00450

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes X N/A

If **yes**, please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Southland Rowe Roofing, Inc. does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

10/09/2019
Date

1843 Commerce Blvd ★ Midway, FL 32343
Phone 850-386-7663 ★ Fax 850-562-5472
www.RoweRoofing.com



FORM 00451

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for:
**Gadsden County School Board. Continuing Services for Roofing and Roofing
Repairs.**
2. This sworn statement is submitted by, **Southland Rowe Roofing, Inc.**, whose
business address is, **1843 Commerce Blvd, Midway, FL 32343**,
and (if applicable) Federal Employer Identification Number (FEIN) is **20-1692431** (if
the entity has not FEIN, include the Social Security Number of the individual signing this
sworn statement.)
3. My name is **Ruben R. Rowe, III** and my relationship to the entity named above is
President (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida
Statute, means a violation of any state or federal law by a person with respect to and
directly related to the transaction of business with any public entity or with an agency or
political subdivision of any other state or with the United States including, but not limited
to, any bid or contract for goods or services to be provided to any public entity or any
agency or public subdivision of any other state or of the United States and involved
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material
misrepresentation.
5. I understand that "convicted" or "convicted" defined in paragraph 287.133 (1) (b),
Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or
without an adjudication of guilt, in any federal or state trial court of records relating to
charges brought by indictment of information after July 1, 1989m as a result of a jury
verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**,
means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and
who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors,
executives, partners, shareholders, employees, members, and agents who are active in the management of
an affiliate. The ownership by one of the shares constituting a controlling income among persons when
not for fair interest in another person, or a pooling of equipment or income among persons when not for

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fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public crime subsequent to July 1, 1989 AND (please attached a copy of the final order)
 - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
 - The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

10/09/2019

Date

1843 Commerce Blvd ★ Midway, FL 32343
Phone 850-386-7663 ★ Fax 850-562-5472
www.RoweRoofing.com



PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 7 day of Feb, 2019, and is personally known to me.

STATE OF FLORIDA
COUNTY OF: Gadsden
My Commission expires: 01/17/2023

Notary Public

1843 Commerce Blvd * Midway, FL 32343
Phone 850-386-7663 * Fax: 850-562-5472
www.RoweRoofing.com



FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business. Yes N/A

If yes, please complete the form.

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

Type of Business (check applicable area):

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

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

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

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Phone: 850-386-7663 ★ Fax: 850-562-5472
www.RoweRoofing.com

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

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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9e

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: RFP 2022-0002 Pre-Qualification of Construction Managers for Capital Projects

DIVISION: Facilities Planning and Construction

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

PURPOSE AND SUMMARY OF ITEM: School Board approval is requested for pre-qualifying construction managers for future capital projects as required by Florida Statutes 1013.46 (2) and in accordance with the attached RFP 2022-0002. The qualifications of the 9 (nine) Construction Managers on the attached list were reviewed by the committee and determined qualified to perform construction management services for the District. Approval of this list of construction managers allows the 9 (nine) firms to bid on future capital projects.

FUND SOURCE: Varies identified per project

AMOUNT: Budgeted by Project within Available Revenues

PREPARED BY: Bill Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

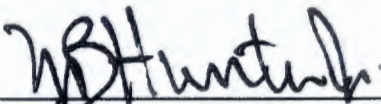
REVIEWED BY: *SP* 6/13/22

Review Tabulation sheet for RFP 2022-0002 CM Pre-Qualification

CM's Name	Cover page	Tab 1	Tab 2	Tab 3	Tab 4	Tab 5	Tab 6	Tab 7	Tab 8	Tab 9	Tab 10	Tab 11	Tab 12	Tab 13	Tab 14	Tab 15	Totals	Reviewer's Initials
Possible Points	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100	
AJAX CONSTRUCTION	1	5	15	15	2	5	5	5	5	1	1	1	1	1	2	15	80	WBH
	1	5	25	24	2	5	5	5	0	1	1	1	1	1	2	15	94	AL
	1	5	25	24	2	5	5	5	0	1	1	1	1	1	1	15	93	ABR
Grand Total																	267	
ALLSTATE CONSTRUCTION	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100	WBH
	1	5	25	25	2	5	5	5	0	1	1	1	1	1	2	15	95	AL
	1	5	25	25	2	5	5	5	0	1	1	1	1	1	2	15	95	ABR
Grand Total																	290	
ALLSTATE CONSTRUCTION/CSI JOINT VENTURE	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100	WBH
	1	5	25	25	2	5	5	5	0	1	1	1	1	1	2	15	95	AL
	1	5	25	25	2	5	3	5	0	1	1	1	1	1	2	15	93	ABR
Grand Total																	288	
COOK BROTHERS INC.	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100	WBH
	1	5	25	24	2	5	5	5	0	1	1	1	1	1	2	15	94	AL
	1	5	25	24	2	5	5	5	0	1	1	1	1	1	2	15	94	ABR
Grand Total																	288	
CSI CONTRACTING	1	5	20	25	2	5	5	1	5	1	1	1	1	1	2	15	91	WBH
	1	5	25	25	2	5	5	5	0	1	1	1	1	1	2	15	95	AL
	1	5	20	25	2	5	5	5	0	1	1	1	1	1	2	15	90	ABR
Grand Total																	276	
CULPEPPER CONSTRUCTION	1	5	25	25	2	5	5	5	5	1	1	1	1	1	2	15	100	WBH
	1	5	25	24	0	5	5	5	0	1	1	1	1	1	2	15	92	AL
	0.5	5	25	24	1	5	5	5	0	1	1	1	1	1	2	15	92.5	ABR
Grand Total																	284.5	

Review Tabulation sheet for RFQ 1617-11 CM Continuing Services

RILEY PALMER CONSTRUCTION CO.	1	5	15	25	2	5	5	0	5	1	1	1	1	1	2	15	85	WBH
	1	5	20	25	2	5	5	5	0	1	1	1	1	1	2	15	90	AL
	1	5	20	25	2	5	5	5	0	1	1	1	1	1	2	15	90	ABR
Grand Total																	265	
SOUTHLAND CONTRACTING	1	5	20	25	2	5	5	5	5	1	1	1	1	1	2	15	95	WBH
	1	4	25	24	2	5	5	5	0	1	1	1	1	1	2	15	93	AL
	1	4	25	24	2	5	5	5	0	1	1	1	1	1	2	15	93	ABR
Grand Total																	281	
TIP TOP CONSTRUCTION	1	5	25	15	2	5	5	0	0	1	1	1	1	1	2	0	65	WBH
	1	5	20	24	2	5	5	5	0	1	1	1	1	1	2	15	89	AL
	1	5	20	15	2	5	5	0	0	1	1	1	1	1	2	8	68	ABR
Grand Total																	222	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Grand Total																	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Grand Total																	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Grand Total																	0	



 Signature Director of Facilities

06/13/2022

 Date

Request for Qualifications (RFQ)

Gadsden County School District's

**Pre-Qualification of Construction
Managers**



"Putting Children First"

District Wide, Gadsden County Florida

Date Issued: 4/22/2022

Date Due: 6/9/2022

RFP Number: 2022-0002

GCS's Purchasing Department Attn: Andrea Lawson

35 Martin Luther King Jr. Blvd., Quincy

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

ADVERTISEMENT

The Gadsden County School Board**Is seeking Construction Managers to pre-qualify for bidding future Capital Projects.**

The School Board of Gadsden County in Quincy Florida invites qualified Construction Managers to submit their Qualifications in a sealed envelope with the intent of Pre-qualifying Contractors for future Capital Projects.

Proposers must possess the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR
3. Possess experience in K-12 educational facilities construction
4. Adequately staffed to meet District needs
5. Properly insured as specified
6. Financially stable
7. Properly licensed
8. Bondable

An RFQ package may be picked up at the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by e-mailing lawsona@gcpsmail.com. Additional requirements and mandatory forms are contained in it. Participants must thoroughly familiarize themselves with all instructions in the package to be responsive.

A Capital project is a project to build, improve, maintain or develop a Capital Asset.

There will be no mandatory pre-submission conference or site visit for this RFQ.

Proposals shall be delivered to the Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **6/9/2022**. Proposal will be opened on **6/9/2022** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

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

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

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

SCHEDULE OF EVENTS

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

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

Schedule of Events

Description	Date	Time
Public posting	<u>4/22/2022</u>	<u>8:00 am</u>
Last day for written inquiries	<u>5/13/2022</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>5/16/2022</u>	<u>5:00 pm</u>
Proposal due date	<u>6/9/2022</u>	<u>1:45 pm</u>
Proposal opening	<u>6/9/2022</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>6/9/2022</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>6/28/2022</u>	<u>6:00 pm</u>

INSTRUCTIONS TO PROPOSERS**PART 1 – GENERAL CONDITIONS**

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through GCPs Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this document, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts. *F.S. 1010.04*
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
 - A. If you are not a registered GCPs vendor, you will need to complete the W-9 form and return it to GCPs Purchasing office.
 - B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCPs Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCPs shall not be responsible for providing addendums to proposers that are not registered.
 - A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$25,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
 - A. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
 - B. Unless specified elsewhere, purchases \$25,000 and up must be approved by the Gadsden County School Board.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the proposal. The proposer shall submit a Subcontractors List. Form provided with the document.
- 1.7 **Site Visits:** Site visits shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
 - A. All proposers will check in with the Facilities Office before arriving at any of GCPs sites.

- B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
 - C. **Contact, communication, videotaping or photographs of students or other staff is strictly prohibited.**
 - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
 - E. District personnel are not authorized to interpret, clarify, or modify this document in any way.
 - 1. All interpretations, clarifications, or modifications shall be by mean of an addendum issued from GCPS purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services.
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A. Examined all Documents thoroughly.
 - B. Visited the site(s) to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance in providing the services.
 - C. Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of this document shall be submitted only through GCPS Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCPS Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - B. Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments to the RFP:** The Owner reserves the right to revise or amend this document prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of this document may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

- 1.12 Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.
- A. Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05*.
1. The Gadsden County School Board policy requires a Bid Bond of 10% on all projects \$25,000 and up.
 2. For Work \$100,000 or less, no payment and performance bond shall be required unless specified otherwise.
 3. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
 - a. Mechanical
 - b. Electrical
 - c. Plumbing
 - d. Roofing
 - e. Shell and Concrete
 4. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
 5. When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.
 6. The respective performance and payment bonds shall:
 - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
 - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
- B. Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.

1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*
 - a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
 2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
 - a. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
 3. **Property Insurance:** Property Insurance shall be required upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of GCS, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include "all risk" coverage for physical loss or damage to the property, equipment, and items. It shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
 - a. The Gadsden County School Board shall be named as additional insured on policy.
 - b. For project less than \$100K, Property Insurance may be waived at the Owner's discretion.
 - c. Any special insurance requirements will be addressed in the Special Conditions.
- 1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
- 1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
- 1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility will not be exempt from the sales tax on those materials. *Section 192 F.S.*

A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.

1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the GCPS to contract with your company. By responding to this Invitation to Bid, you agree to abide by all GCPS policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

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

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

Contact: Human Resources Department @ 850-627-9651

1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.

1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.

- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this RFP.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.
- 1.25 **Direct Purchase:** The proposer shall include in its proposal the cost of any equipment, materials, or labor. GCPS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** This proposal must contain an original manual signature of an authorized representative. Failure to properly sign the document may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the RFQ.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete document and two (2) complete copies. In addition to the hard copies, they shall submit one (1) electronic copy on a USB flash drive in PDF format.
- A. The Original shall be signed, as specified above, with all supporting documentation as defined in part 2 of this document.
- B. Copies and electronic PDF sets shall be complete copies with supporting documentation and signatures.
- 1.28 **Preparation Costs:** GCPS shall not be liable for any expenses incurred in connection with the preparation of a response to this request.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCPS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.

- 1.30 **Delays In Schedule:** GCPS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCPS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCPS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this request and the resulting contract. No outside terms and conditions will be considered unless approved by GCPS.
- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each RFP as required by 255.0518 F.S. and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.
- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
- B. The review committee will select one Construction Manager from the highest scoring proposers to recommend to the Board for award.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCPS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCPS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.

A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gadsdenschools.org/?DivisionID=21299>

- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon completion of negotiated benchmarks.
- A. Payment negotiation shall occur prior to signing of Agreement and shall become part of the Agreement.
- 1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.
- The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received by the GCPS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule

of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

PART 2 – RFQ REQUIRED FORMATTING

2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper, organized in a 3 ring or spiral binder with each section separated by tabs that are labeled and numbered. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**

A. **Cover Page: (1 point)** The cover page shall identify

1. Company Name
2. Due date and time
3. RFP number
4. The Owner's name, Gadsden County School Board

B. **Tab 1 – Letter of Transmittal: (5 points)** Provide the Firm's name, Principle's name, business address and phone number. Give a brief description of services being requested in this RFP (this demonstrates to the owner the intent of the RFP is understood). Letter of Transmittal must not be more than one page on Proposer's Company letterhead.

C. **Tab 2 – Business/Corporate Background: (25 points)** Provide a narrative of the company's history that includes number of years in business. List all current contracts. Include a copy of firm's corporate charter if applicable. Provide a brief description of 3 similar k-12 projects highlighting unique and interesting aspects of each project. Mention any design challenges and course taken to overcome them.

1. Each project description shall include:

- a. Identify firm's team that worked on the project and at what capacity.
- b. Include name of project owner with contact information that shall include address of project, contact name, phone number, and e-mail address.
- c. List original start and completion dates with actual start and completion dates. Include reason for schedule changes if any.
- d. List estimated cost of construction with actual cost of construction. Include explanation of major differences if any.

D. **Tab 3 – Staffing/Staff Background: (25 points)** Provide an overall company organizational chart. Provide a GCPS team chart. Include a resume for each member of the GCPS team. It shall be required the at least one principle officer/owner be included on the GCPS team. The Board will be looking for the experience level and background of each team member demonstrating the ability to provide the services in a professional and timely manner.

1. Each resume shall include at minimum:
 - a. Brief summary of overall experience
 - b. Years with Firm
 - c. Position held
 - d. Former employment with positions held
 - e. Education – degrees held, name of schools attended. Year graduated.
 - f. License – List all license and certificates held.
 - g. Work experience – List project name, Owner, Location and cost to construct.
 - h. References

- E. **Tab 4 – Penalties, Litigation and Bankruptcy: (2 point)** Indicate whether the firm or any of its members have ever been involved in or currently a part of any work related legal proceedings, litigation, conviction, liquidated damages, settlement agreements or bankruptcy. If so, provide explanations.

- F. **Tab 5 – Insurance: (5 points)** Copy of all certificates of insurance shall be provided. Include copy of DBPR license status from their web page and if available, and BBB report.

- G. **Tab 6 – License: (5 points)** Provide a copy of all license and certificates required and supplemental.

- H. **Tab 7 – Bonding: (5 points)** Provide a letter of intent from a surety company acknowledging the firm may be bonded for the maximum amount of a minor project.

- I. **Tab 8– Addendum to Bid: (5 points)** Print and sign all addenda.

- J. **Tab 9 – Drug Free Work Place Form: (1 point)** Include a signed copy.

- K. **Tab 10 – Public Entity Crimes Form: (1 point)** Include a signed copy.

- L. **Tab 11 – Minority and Woman Owned Businesses Form: (1 point)** Include a signed copy.

- M. **Tab 12 – Debarment Certification Form: (1 point)** Include a signed copy.

- N. **Tab 13 – Conflict of Interest Form: (1 point)** Include a signed copy.

- O. **Tab 14 – Vendor Registration/W-9 Form: (2 point)** Include a signed copy.

- P. **Tab 15 – Financial Statement: (15 points)** Include most recent audited financial statement or unaudited in privately owned.

- 2.2 Once all copies of the proposals are bound and ready to submit, they should be boxed for ease of delivery and storage. It is required that the proposer label the outside of the box

using the label provided herein. The number of proposal copies is specified in section 1.27.

PART 3 – GENERAL REQUIREMENTS

3.1 Summary: This section is general information for consideration. Pre-qualification will be for one year and advertised annually.

A. Unless specified differently, each project shall be competitively bid and have an agreement will be a GMP contract utilizing AIA Document A102-2007, 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.

B. The GMP shall include 1) the Cost of work, 2) Overhead and Profit (O&P) and 3) General Conditions (labor burden).

3.2 Overhead: Overhead is the administrative duties that are not specifically listed in the construction documents but must take place in order to fulfill the terms of the contract. They're usually off-site personnel that would include the project manager, estimator, principals, project engineers, bookkeeping, and administrative personnel.

3.3 Profit: Profit is the allowable percentage over the cost of work negotiated prior to execution of the contract.

3.4 Overhead & Profit: The percentage for overhead and profit shall be calculated as one number. This shall be written and recorded with the contract.

A. Unless contested, the CM's overhead and profit shall be a fixed fee. The CM, in writing, may request the Owner to review justification to award O&P fees above the standard fixed fee.

1. **Fixed fee scale:** 14% is the maximum O&P percentage GCS will pay.

a.	Work less than \$100,000.00	14%
b.	\$100,000.00 to \$249,000.00	13%
c.	\$250,000.00 to \$499,000.00	12%
d.	\$500,000.00 to \$749,000.00	11%
e.	\$750,000.00 to \$999,000.00	10%
f.	\$1,000,000.00 and over	To be negotiated committee

2. **Negotiated O&P:** In addition to cost, overhead and profit may be adjusted based on complexity of the work and duration of schedule. It is the burden of the CM to provide enough detailed information to justify an increased O&P rate.

2.1 General Conditions: General Conditions are the on-site expenses that are reimbursable such as supervision, permit fees, site safety expenses, miscellaneous cleanup, and security and on larger projects, site office and storage trailers. Only onsite personnel and equipment will be considered in General Conditions.

- A. Equipment and Service costs shall be supported by invoices attached to each pay application. This includes cell phones and truck costs.
 - B. GCPS Allowable Labor Burden Form shall be used to establish Labor Burden prior to signing the contract between CM and Owner. Labor burden shall be negotiated individually for each on-site employee. It shall be demonstrated each pay application for all CM personnel stationed on site. Time sheets shall be included as additional support.
 - C. General Conditions ***shall not*** include any profit.
 - D. All backup documentation must equal the General Conditions line total on the continuation sheet of each pay application.
- 3.5 **Scope of Work:** The awarded CM, after contract negotiation and execution of project agreement, shall work with the director of facilities on approved projects.
- A. When requested, pre-construction services shall be provided at a negotiated lump sum fee.
 - B. Services shall include but are not limited to the following:
 - 1. Trade contract bidding
 - 2. Plan and Submittal coordination
 - 3. Permitting
 - 4. Schedule development
 - 5. Construction coordination and supervision
 - 6. Monthly owners progress meetings
 - 7. Substantial completion inspection
 - 8. Closeout documents
 - 9. One year, 100% labor and materials warrantee
 - C. CMs are encouraged to utilize MBE certified contractors when possible.
 - D. GCPS will generate a Purchase Order from the final Board approved GMP. No work shall take place by the CM or any of their subcontractors prior to the issuance of a PO.

PART 4 – EVALUATION PROCESS

- 4.1 **Selection:** The School Board intends to confirm qualifications of Construction Manager to prequalify them to bid on future capital projects.
- 4.2 **Review Committee:** The Director of Facilities shall select one or more individuals knowledgeable in District needs and familiar with purchase and contracting requirements and one individual unrelated to contracting to serve as equity. This group will be the review committee.

- A. Prior to opening, the committee will develop a point system to be used, giving value to the mandatory requirements.
- B. GCPS Purchasing department, as specified in the Schedule of Events, shall publicly opened and read each proposal confirming mandatory requirements. Responsive proposals shall be distributed to the review committee.
 1. Proposals not meeting mandatory requirements shall not be distributed to the review committee for consideration.
- C. The review committee will evaluate and rank all compliant proposals to determine the top candidate for award recommendation. The Board will make the final selection.
- D. The recommended CMs shall be posted at the front entry of the Walker Administration Building located at 35 Martin Luther King Jr. Rd., Quincy, FL 32351 and on the district's web site.

FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. _____

Date: _____

RFP No. _____

Project Name: _____

NOTICE TO ALL BIDDERS

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

PRE-BID QUESTIONS and ANSWERS

Table with 2 columns: Question/Answer indicator (Q/A) and content area. Rows 1-8 are visible.

SAMPLE

Preparer's Name _____

Date _____

Authorizing Agent _____

Date _____

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

FORM 00450

DRUG-FREE WORK PLACE

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

If **yes** please complete the form.

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

_____ does:

(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

Date

FORM 00451

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

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

- 1. This sworn statement is submitted with Bid, Proposal or Contract for:
2. This sworn statement is submitted by, whose business address is, and (if applicable) Federal Employer Identification Number (FEIN) is
3. My name is and my relationship to the entity named above is (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

Date

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

STATE OF FLORIDA

COUNTY OF: _____

Notary Public

My Commission expires: _____

FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

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

Type of Business (check applicable area):

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

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

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

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

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

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

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

FORM 00453**INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

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

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

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

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

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

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

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

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

Organization Name

Printed Names and Title

Signature

Date

FORM 00454

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

- 1. I, (printed name) _____, am the (Title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is

_____ , _____ , _____ , _____
 Address City State Zip Code

and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;

- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

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

STATE OF _____
 COUNTY OF _____

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

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

(Seal)

Commission No.: _____
 Commission Expires: _____

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

FORM 00455

PROPOSER REGISTRATION

Proposers must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCS shall not be responsible for providing addendums to those that are not registered.

Date: _____

ITB, RFP, RFQ Number: _____

Vendor ID Number: _____

Project Name: _____

Company Name: _____

Federal ID Number: _____

City, State and Zip Code: _____

Primary Contact's Name _____

Office No.: (____) _____

Cell No.: (____) _____

Fax No.: (____) _____

E-mail Address: _____

Qualifying Agents Name : _____

Qualifying Agents Title: _____

Signature

Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted a proposal without the most current addendum.

FORM 00457

IDENTIFICATION LABEL

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

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

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

SEALED PROPOSAL – DO NOT OPEN

SEALED PROPOSAL – DO NOT OPEN

Proposal Title:

RFQ Number:

Opened Date:

From:

Address:

Deliver To:

**School Board of Gadsden County
Finance / Purchasing Department
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351**

SEALED PROPOSAL – DO NOT OPEN

SEALED PROPOSAL – DO NOT OPEN

SUMMARY SHEET

RECOMMENTATIONS TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: June 28, 2022

TITLE OF AGENDA ITEM: Medical Physicals 2022-2023

DIVISION: Administration Transportation

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

PURPOSE AND SUMMARY OF ITEM: Recommended physicians to examine Bus Operators and certain personnel for a recommended fee of \$90.00 per examination.

Allied Health & Rehabilitation
Dr. Martine Charles, Doctor of Chiropractic
405 E. Jefferson Street, Quincy, Fl 32351

Cardiology and Internal Medicine
Dr. Helen Nitsios, MD
230 E. Crawford Street, Quincy, Fl 32351

FUND SOURCE: 110
AMOUNT: \$7,200.00
PREPARED BY: Gerald A. Gay *[Signature]*
POSITION: Director of Transportation

INTERNAL INSRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHARIMAN'S SIGNATURE: page(s) numbered

REVIEWED BY: *[Signature]* 6/6/22

GADSDEN COUNTY SCHOOL DISTRICT TRANSPORTATION DEPARTMENT

720 S. Stewart Street
Quincy, Florida 32351
850-627-6858 (Phone)
850-875-8895 (Fax)

Mr. Gerald A. Gay
Director of Transportation

Mr. Elijah Key, Jr.
Superintendent of Schools

Date: May 11, 2022

Letter of Interest

Yes, I/We would be interested in being recommended to the Gadsden County School District to conduct Physical Examinations on certain School Board Employees for Fiscal Year 2022 – 2023.

No, I/We would not be interested in conducting physicals for the Gadsden County School District.

Gadsden County School District's approved fee:
\$90.00 per Physical Examination
(Billing will be paid via District Purchase Order)

Drug and Alcohol Testing Excluded
Dexterity Testing Section Excluded

Allied Health & Rehabilitation Dr. Martine Charles, Dr. of Chiropractic
Physicians Name or Group (Please print or type)

177 Salem Court Tallahassee, Florida 32301 850-328-0424
Mailing Address Telephone



Signature of Physician or Business Manager Date

Please return this form no later than June 01, 2022
Please mail to:
Mr. Gerald A. Gay, Director of Transportation
Gadsden County School District
720 S. Stewart Street
Quincy, Florida 32351
Or via fax at 850-875-8895

GADSDEN COUNTY SCHOOL DISTRICT TRANSPORTATION DEPARTMENT

720 S. Stewart Street
Quincy, Florida 32351
850-627-6858 (Phone)
850-875-8895 (Fax)

Mr. Gerald A. Gay
Director of Transportation

Mr. Elijah Key, Jr.
Superintendent of Schools

Date: May 11, 2022

Letter of Interest

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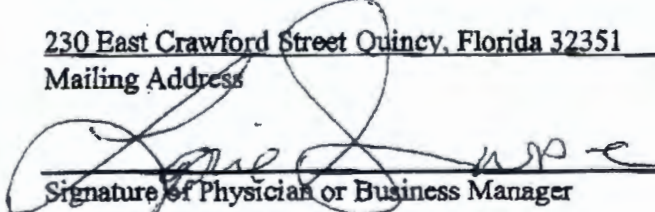
No, I/We would not be interested in conducting physicals for the Gadsden County School District.

Gadsden County School District's approved fee:
\$90.00 per Physical Examination
(Billing will be paid via District Purchase Order)

Drug and Alcohol Testing Excluded
Dexterity Testing Section Excluded

Cardiology and Internal Medicine Group of North Florida, PA Dr. Helen Nitsios, MD
Physicians Name or Group (Please print or type)

230 East Crawford Street Quincy, Florida 32351 850-627-7600
Mailing Address Telephone

 5/12/22
Signature of Physician or Business Manager Date

Please return this form no later than June 01, 2022
Please mail to:
Mr. Gerald A. Gay, Director of Transportation
Gadsden County School District
720 S. Stewart Street
Quincy, Florida 32351 Or via fax at 850-875-8895

SCHOOL DISTRICT OF GADSDEN COUNTY

JOB DESCRIPTION

DIRECTOR OF ADULT CAREER AND TECHNICAL EDUCATION

QUALIFICATIONS:

- (1) Master's Degree from an accredited educational institution.
- (2) Certified as a Vocational Education Director.
- (3) Minimum of ten (10) years successful experience in education, including at least three (3) years in administration and three (3) years teaching experience.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of local, state, and national law, rules, and policies which affect vocational and adult education. Ability to communicate effectively with a variety of audiences. Knowledge of the teaching / learning process in the school setting. Ability to supervise the implementation of programs and budgets.

REPORTS TO:

Deputy/Assistant Superintendent

<p>JOB GOAL</p> <p>To ensure the effective implementation of vocational and adult education in Gadsden County.</p>

SUPERVISES:

Principal of Gadsden Technical Institute
 Social Worker, Visiting Teacher
 Assigned Support Personnel

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

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

Job Description Supplement No. 11

DIRECTOR OF CAREER, ADULT AND TECHNICAL EDUCATION (Continued)

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Assist school principals in supervising, developing and implementing the district's CTE programs.
- * (2) Oversee the development of CTE programs of all assigned schools.
- * (3) Monitor progress of implementation of CTE programs and provide assistance upon request of the principal and/or teacher.
- * (4) Coordinate and assist with the adoption, development, revision, and publication of CTE program materials
- * (5) Review student performance in CTE programs.
- * (6) Routinely visit assigned schools, including classrooms.
- * (7) Coordinate Council on Occupational Education (COE) accreditation activities for the college.
- * (8) Recommend and coordinate program of instruction for assigned schools.
- * (9) Manage and monitor grant budgets as assigned.
- * (10) Coordinate special projects as needed.
- * (11) Coordinate regularly scheduled CTE meetings.
- * (12) Organize and supervise the vocational / applied technology education program of the District.
- * (13) Monitor the vocational education program for compliance with all governing rules and regulations and report all infractions to the Superintendent.
- * (14) Review all requests for vocational education textbooks and instructional supplies and make recommendations for purchase.
- * (15) Administer the adult education program pursuant to provisions of Florida School laws, State Board of Education regulations, and School Board policies.
- * (16) Coordinate the writing and submission of grants and other funding proposals.
- * (17) Collect and report data required by the District or state, such as Placement and Follow-up reports, Carl Perkins grant reports, and Gold Seal Endorsement data.
- * (18) Supervise and monitor special fund expenditures, such as federal or state grants and equipment replacement and repair funds.
- * (19) Coordinate Tech Prep and School-to-Work programs.
- * (20) Develop, organize, and coordinate community education programs and activities.

- ~~* (1) Assist school principals in supervising, developing and implementing the district's CTE programs.~~
- ~~* (2) Oversee the development of CTE programs of all assigned schools.~~
- ~~* (3) Monitor progress of implementation of CTE programs and provide assistance upon request of the principal and/or teacher.~~
- ~~* (4) Coordinate and assist with the adoption, development, revision, and publication of CTE program materials~~
- ~~* (5) Review student performance in CTE programs.~~
- ~~* (6) Routinely visit assigned schools, including classrooms.~~
- ~~* (7) Coordinate Council on Occupational Education (COE) accreditation activities for the college.~~
- ~~* (8) Recommend and coordinate program of instruction for assigned schools.~~
- ~~* (9) Manage and monitor grant budgets as assigned.~~
- ~~* (10) Coordinate special projects as needed.~~
- ~~* (11) Coordinate regularly scheduled CTE meetings.~~

DIRECTOR OF CAREER, ADULT AND TECHNICAL EDUCATION (Continued)**Interagency Communication and Delivery**

- * (21) Maintain effective relations with patrons, employees and the general public.
 - * (22) Coordinate CTE activities.
 - * (23) Facilitate close communication with FLDOE, vendors, and the finance department ensure cost efficiency.
 - * (24) Disseminate and interpret information on curriculum and District, state, and federal initiatives.
 - * (25) Promote cooperative relationships and coordinated efforts among community stakeholders and school sites.
 - * (26) Evaluate and review, on a continuous basis, post-secondary CTE programs.
 - * (27) Work closely with advisory councils to maintain effective, up-to-date, applied technology programs.
 - * (28) Serve as a District liaison with post-secondary institutions and the Florida Department of Education.
- ~~* (12) Maintain effective relations with patrons, employees and the general public.~~
- ~~* (13) Coordinate CTE activities.~~
- ~~* (14) Facilitate close communication with FLDOE, vendors, and the finance department ensure cost efficiency.~~
- ~~* (15) Promote cooperative relationships and coordinated efforts among community stakeholders and school sites.~~
- ~~* (16) Evaluate and review, on a continuous basis, post-secondary CTE programs~~

Professional Growth and Improvement

- * (29) Develop and deliver appropriate and current training for all assigned staff.
 - * (30) Keep abreast of new developments in Adult Career and Technical Education.
 - * (31) Keep abreast of legal requirements and proposed changes in areas of responsibility and provide advice to the Assistant Superintendent as to their impact on the District.
 - * (32) Attend meetings and conferences which promote professional growth and benefit the District.
 - * (33) Promote and support professional development for self and others.
 - * (34) Establish procedures which ensure personnel awareness of Florida Statutes, State Board of Education rules and health - safety standards and ensure the standards are implemented.
- ~~* (17) Develop and deliver appropriate and current training for all assigned staff.~~
- ~~* (18) Keep abreast of new developments in Career and Technical Education.~~
- ~~* (19) Keep abreast of legal requirements and proposed changes in areas of responsibility and provide advice to the Assistant Superintendent as to their impact on the District.~~
- ~~* (20) Attend meetings and conferences which promote professional growth and benefit the District.~~
- ~~* (21) Promote and support professional development for self and others.~~
- ~~* (22) Establish procedures which ensure personnel awareness of Florida Statutes, State Board of Education rules and health - safety standards and ensure the standards are implemented.~~

Systemic Functions

- * (35) Supervise assigned personnel, conduct annual performance appraisals, and make recommendations for appropriate employment action.
- * (36) Plan for the timely replacement of instructional equipment.
- * (37) Prepare all required reports and maintain all appropriate records.
- * (38) Demonstrate support for District goals and priorities.

DIRECTOR OF CAREER, ADULT AND TECHNICAL EDUCATION (Continued)

- * (39) Serve as a program consultant to school personnel with assistance in the identification of program needs, selection of appropriate materials and equipment, and in selection of effective teaching strategies.
 - * (40) Maintain a close working relationship with school administrators to ensure information exchange, coordination of efforts, and general support for the decision-making process.
 - * (41) Assist in the development of administrative guidelines and policies for vocational / applied technology programs.
 - * (42) Assist in maintaining appropriate coordination between applied technology programs and other programs.
 - * (43) Provide input in the planning, modification, and construction of school facilities.
 - * (44) Perform other duties as assigned.
- ~~* (23) — Supervise assigned personnel, conduct annual performance appraisals, and make recommendations for appropriate employment action 24) Prepare or oversee the preparation of all required reports and maintain all required records 25) Serve on district committees as assigned 26) Assist in interviewing and recommending personnel 27) Assist in the interpretation of policies, programs, and goals to staff and the public 28) Provide input for the development of the district budget 29) Perform other duties as assigned~~

Leadership and Strategic Orientation

- * (45) Provide leadership and direction for the planning, implementation, and evaluation of vocational / applied technology and adult education programs and activities.
 - * (46) Demonstrate initiative in recognizing needs, problems, or potential for improvement and take appropriate action.
 - * (47) Model and maintain high standards of professional conduct.
 - * (48) Use appropriate interpersonal styles and methods to guide individuals and groups to task accomplishment.
 - * (49) Contribute to District planning activities, including providing input into short - and long-term goals and objectives, budget, and use of resources.
- ~~* (24) — Provide leadership and direction for the planning, development, implementation, and evaluation of the district's instructional program 31) Assist schools in resolving problems and satisfactorily addressing complaints 32) Provide leadership to school administrators in matters of emerging curriculum / instructional issues 33) Model and maintain high standards of professional conduct 34) Demonstrate initiative in recognizing needs or potential for improvement and take appropriate action 35) Use appropriate interpersonal styles and methods to guide individuals or groups to task accomplishment 36) Assist in the development of administrative guidelines for schools~~

*Essential Performance Responsibilities