

AGENDA

REGULAR SCHOOL BOARD MEETING

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

August 16, 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. July 21, 2022, 6:00 p.m. – Special School Board Meeting
- b. July 26, 2022, 4:30 p.m. - School Board Workshop
- c. July 26, 2022, 6:00 p.m. - Regular School Board Meeting
- d. July 28, 2022, 6:00 p.m. – Tentative Budget Hearing

ACTION REQUESTED: The Superintendent recommends approval.

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

- a. Personnel 2022 – 2023

ACTION REQUESTED: The Superintendent recommends approval.

- b. Payroll Schedule 2022 – 2023 Fiscal Year – **SEE PAGE #6**

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. CIC Planning - **SEE PAGE #22**

Fund Source: School Climate Transformation Grant
Amount: Defined by Deliverable

ACTION REQUESTED: The Superintendent recommends approval.

- b. MOA Between Gadsden County School Board and Florida Department of Health
SEE PAGE #28

Fund Source: General Fund
Amount: \$100,100.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Contractual Agreement between the School Board of Gadsden County and
Speech and Dysphagia Consulting Group, LLC, Erika Raines – **SEE PAGE #34**

Fund Source: FEFP Dollars
Amount: \$59.00 per hour

ACTION REQUESTED: The Superintendent recommends approval.

- d. Panhandle Area Educational Consortium (PAEC) Through its Fiscal Agent the
Washington County School Board – **SEE PAGE #41**

Fund Source: FEFP
Amount: \$80,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- e. 2022 – 2023 Resolutions for PAEC Services – **SEE PAGE #52**

Fund Source: General Revenue
Amount: \$113,672.89

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. RFP 2022-0003 Continuing Services for Construction Managers on Minor
Projects (up to \$2,000,000.00) – **SEE PAGE #72**

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

ACTION REQUESTED: The Superintendent recommends approval.

- b. Purchase Order Request for Brooks Building Solutions – **SEE PAGE #74**

Fund Source: ESSE2 Project
Amount: \$375,387.00

ACTION REQUESTED: The Superintendent recommends approval.

c. Purchase Order Request for Osceola Supply – **SEE PAGE #80**
Fund Source: 1100E 7900 5100 9020 15000
Amounts: Amounts per Bid – Purchase Order Request for \$80,000.00
ACTION REQUESTED: The Superintendent recommends approval.

d. Request for Amendment to Professional Services Agreement with DAG Architects, Inc. – **SEE PAGE #87**

Fund Source: Special Facilities Construction Fund from Insurance Loan
Amount: \$29,837.50

ACTION REQUESTED: The Superintendent recommends approval.

9. MISCELLANEOUS

a. Logo/Branding for the Gadsden County School District – **SEE PAGE #121**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

10. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

11. SCHOOL BOARD REQUESTS AND CONCERNS

12. ADJOURNMENT



THE GADSDEN COUNTY SCHOOL DISTRICT

6a

Educating Every Student Today, Making Gadsden Stronger Tomorrow

Elijah Key, Superintendent of Schools

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

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

www.GadsdenSchools.org

August 16, 2022

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

Dear School Board Members:

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

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

The following reflects the total number of full-time employees in this school district for the 2022-2023 school term, as of August 23, 2022.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees August 2022</u>
Classroom Teachers and Other Certified	120 & 130	244.00
Administrators	110	51.00
Non-Instructional	150, 160, & 170	<u>337.00</u>
		632.00
Part Time Instructional		7.00
Part Time Non Instructional		<u>8.00</u>
Total		15.00
100% Grant Funded		137.00
Split Grant Funded		<u>18.00</u>
Total Grant Funded of 632 Employees		155.00

Sincerely,

Elijah Key, Jr.
Superintendent of Schools

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

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

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

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

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

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2022/2023**INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Baker, Annette	WGMS	School Counselor	08/02/2022
Dawson, Lydia	WGMS	Teacher	08/02/2022
Hussein, Frederick	WGMS	Teacher	08/02/2022
Kelly, James	HMS	Teacher	08/02/2022
Smith, Alana	HMS	Teacher	08/02/2022

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Baggett, Miranda	District	Elementary Reading Specialist	07/01/2022
Cherry, Avondika	Exceptional Student	Program Specialist	08/02/2022
Fagg, Willie	HMS	ESE Paraprofessional	08/02/2022
Jackson, Tameshia	HMS	ESE Paraprofessional	08/02/2022
Jarrett, Kisha	JASMS	Principal	08/01/2022
Moye, Dennis	GCHS	Attendance Assistant	08/02/2022
Tejada, Lourdes	HMS	Secretary	08/02/2022

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

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Barnes, Jana	GWM	Educational Paraprofessional	07/15/2022
Bell, Naomi	JASMS	Teacher	07/21/2022
Brown, Michael Ashley	HMS	Teacher	07/28/2022
Cherry, Avondika*	HMS	Teacher	08/01/2022
Dama, Kranthi Kumar	GCHS	Teacher	07/31/2022
Dennis, Wytonia	District	Chief Account Clerk	08/04/2022
Edwards, Akeyria	GWM	Teacher	07/29/2022
Lazarine, Lupe	District	Social Worker	07/31/2022
Linden, Evelyn	JASMS	Teacher	07/18/2022
Moye, Dennis*	GCHS	Educational Paraprofessional	08/01/2022
Pierre, Nadine	GWM	Teacher	08/01/2022
Read, Angela	ESE	Speech Pathologist	08/16/2022
Robinson, Laquitta	GWM	Teacher	07/31/2022
Scott, Andre	WGMS	Teacher	07/28/2022
Shaw, Ah'Miyah	HMS	Educational Paraprofessional	07/31/2022
Sneed, Michael	JASMS	Principal	08/08/2022
Williams, Omeka	HMS	Teacher	07/30/2022
Yates, Wendy	HMS	Teacher	08/01/2022
Wilson, Seshawn	HMS	Educational Paraprofessional	07/18/2022

*Resigned to accept another position within the District

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Brown, James	JASMS/Teacher	WGMS/Teacher	08/02/2022
Denington, William	WGMS/Teacher	GCA/Teacher	08/02/2022
Moore, Stephanie	GTC/Assistant Principal	JASMS/Assistant Principal	08/01/2022

RETIREMENT

<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Fitzgerald, Brenda	CPA School Food Service Manager	08/31/2022

AC

Anderson, Martha
Donaldson, Nekitrae
Ferguson, Javonna
Franklin, Stone
Ross-Thomas, Martha
Walker, Keenan
Lee, Edward

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. **6b**

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM: Payroll Schedule 2022-2023 Fiscal Year

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval for the payroll schedule for 2022-2023 Fiscal Year:

PREPARED BY: LaClarence Mays

POSITION: Interim Chief Finance Officer

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMANS'S SIGNATURE: page(s) numbered _____

**GADSDEN COUNTY SCHOOL DISTRICT
2022-2023**

PAY TYPES 20 & 22 TWELVE MONTH EMPLOYEES - 240 DAYS IN CONTRACT

PAY PERIOD		DAYS IN PAY PERIOD	REPORTS DUE	PAY DATE
FROM	TO			
7/1/2022	7/31/2022	20	7/21/2022	7/29/2022
8/1/2022	8/31/2022	23	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	21	10/19/2022	10/31/2022
11/1/2022	11/30/2022	18	11/18/2022	11/30/2022
12/1/2022	12/22/2022	16	12/19/2022	12/30/2022
1/2/2023	1/31/2023	21	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	18	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/29/2023	22	6/19/2023	6/29/2023

240 DAYS IN CONTRACT

NON-PAID HOLIDAYS	
September 5	Labor Day
November 11	Veterans Day
November 23-25	Thanksgiving
December 23-30	Christmas Break
January 16	MLK, Jr. Day
March 13-17	Spring Break
April 7	Good Friday
May 29	Memorial Day

GADSDEN COUNTY SCHOOL DISTRICT
PROPOSED 2022-2023 TWELVE MONTH CALENDAR (240 DAYS)
SCHOOL YEAR 2022-2023

2022	
JULY 4	Independence Day (District-wide)
AUGUST 10	Students First Day of School
SEPTEMBER 5	Labor Day Holiday (District-wide)
OCTOBER	
NOVEMBER 11	Veterans' Day Holiday (District-wide)
NOVEMBER 18	Students Out – Teacher Paid Holiday
NOVEMBER 23 – 25	Thanksgiving Holidays/Fall Break
DECEMBER 23 -30	Christmas Holidays/Winter Break
2023	
JANUARY 2	Employees Return
JANUARY 16	MLK Jr Holiday (District-wide)
FEBRUARY 20	Presidents' Day Holiday (District-wide)
MARCH 13 – 17	Spring Break – District-wide
APRIL 7	Good Friday Holiday
MAY 29	Memorial Day Holiday (District-wide)
JUNE	

Corrected (5/24/2022)

GADSDEN COUNTY SCHOOL DISTRICT

2022-2023

11 MONTH EMPLOYEES - 214 DAYS IN CONTRACT

- PAY TYPE 25 ASSISTANT CUSTODIANS**
- PAY TYPE 26 ASST. PRINCIPALS**
- PAY TYPE 27 11 MONTH SECRETARIES**
- PAY TYPE 28 PSYCHOLOGIST & THERAPIST**

PAY PERIOD		DAYS IN PAY PERIOD	REPORTS DUE	PAY DATE
FROM	TO			
7/25/2022	7/29/2022	4	7/26/2022	7/29/2022
8/1/2022	8/31/2022	23	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	21	10/19/2022	10/31/2022
11/1/2022	11/30/2022	18	11/18/2022	11/30/2022
12/1/2022	12/22/2022	16	12/19/2022	12/30/2022
1/2/2023	1/31/2023	21	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	18	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/16/2023	12	6/19/2023	6/23/2023
6/1/2023	6/16/2023	0	6/19/2023	6/29/2023
		214	DAYS IN CONTRACT	

The four days will be at the regular hourly rate

NON-PAID HOLIDAYS	
September 5	Labor Day
November 11	Veterans Day
November 23-25	Thanksgiving
December 23-30	Christmas Break
January 16	MLK, Jr. Day
March 13-17	Spring Break
April 7	Good Friday
May 29	Memorial Day

GADSDEN COUNTY SCHOOL DISTRICT
PROPOSED CALENDAR FOR ELEVEN MONTH EMPLOYEES (214 DAYS)
ASSISTANT PRINCIPALS
11 MONTH SECRETARIES, PSYCHOLOGISTS, THERAPISTS, ASSISTANT CUSTODIANS
SCHOOL YEAR 2022-2023

2022	
JULY 25	Report to Work
AUGUST	
SEPTEMBER 5	Labor Day Holiday (District-wide)
OCTOBER 10 – 14	FTE Survey Week
OCTOBER 14	End of First Grading Period
NOVEMBER 11	Veterans' Day Holiday (District-wide)
NOVEMBER 23 - 25	Thanksgiving Holidays/Fall Break
DECEMBER 19 -30	Christmas Holidays/Winter Break
2023	
JANUARY 2	Report to Work
JANUARY 16	MLK Jr Holiday (District-wide)
FEBRUARY 20	Presidents' Day Holiday (District-wide)
MARCH 13 – 17	Spring Break – District-wide
APRIL 7	Good Friday Holiday
MAY 29	Memorial Day (District-wide)
MAY 31	Last Day of School for Students
JUNE 11	Last Day of Work

**GADSDEN COUNTY SCHOOL DISTRICT
2022-2023**

**PAY TYPE 50
PAY TYPE 52**

**BUS DRIVERS - 180 DAYS IN CONTRACT
BUS AIDES - 180 DAYS IN CONTRACT**

PAY PERIOD		DAYS IN PAY PERIOD	REPORTS DUE	PAY DATE
FROM	TO			
8/10/2022	8/31/2022	16	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	18	10/19/2022	10/31/2022
11/1/2022	11/30/2022	12	11/18/2022	11/30/2022
12/1/2022	12/16/2022	12	12/19/2022	12/30/2022
1/3/2023	1/31/2023	20	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	16	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/12/2023	5	6/9/2023	6/23/2023
6/1/2023	6/12/2023	0	6/9/2023	6/29/2023
		180	DAYS IN CONTRACT	



NON-PAID HOLIDAYS

September 5	Labor Day
November 11	Veterans Day
November 18	Non-Work Day
November 21-23	Non-Work Day
November 24-25	Thanksgiving
December 19-30	Christmas Break
January 16	MLK, Jr. Day
February 20	President's Day
March 13-17	Spring Break
May 29	Memorial Day

**GADSDEN COUNTY SCHOOL DISTRICT
 BUS DRIVERS AND AIDES CALENDAR (180 DAYS)
 SCHOOL YEAR 2022-2023**

2022	
AUGUST 10	Report of Work
SEPTEMBER 5	Labor Day Holiday (District-wide)
OCTOBER 17	Non-work day - Students Out
OCTOBER 28	Non-work day - Students Out
NOVEMBER 11	Veterans' Day Holiday (District-wide)
NOVEMBER 18	Non-work day - Students Out
NOVEMBER 21 – 25	Thanksgiving Holidays/Fall Break
DECEMBER 19 -30	Christmas Holidays/Winter Break
2023	
January 2	Non-work day – Students Out
JANUARY 3	Report to work
JANUARY 16	MLK Jr Holiday (District-wide)
FEBRUARY 20	Non-work day - Presidents' Day Holiday (District-wide)
MARCH 13 – 17	Non-work week - Spring Break – Students Out
MARCH 20	Non-work day - Students Out
MARCH 21	Report to work
APRIL 7	Non-work day - Good Friday Holiday – Students Out
MAY 29	Memorial Day Holiday
MAY 31	Last Day of work

**GADSDEN COUNTY SCHOOL DISTRICT
2022-2023**

PAY TYPE 15

PARA PROFESSIONALS - 191 DAYS IN CONTRACT

PAY PERIOD		DAYS IN PAY PERIOD	REPORTS DUE	PAY DATE
FROM	TO			
8/2/2022	8/31/2022	22	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	20	10/19/2022	10/31/2022
11/1/2022	11/30/2022	15	11/18/2022	11/30/2022
12/1/2022	12/16/2022	12	12/19/2022	12/30/2022
1/3/2023	1/31/2023	20	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	17	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/6/2023	4	6/9/2023	6/23/2023
6/1/2023	6/9/2023	0	6/9/2023	6/29/2023
		191	DAYS IN CONTRACT	

NON-PAID HOLIDAYS

September 5	Labor Day
November 11	Veterans Day
November 18	Non-Work Day
November 21-23	Non-Work Day
November 24-25	Thanksgiving
December 19-30	Christmas Break
January 16	MLK, Jr. Day
February 20	President's Day
March 13-17	Spring Break
May 29	Memorial Day

GADSDEN COUNTY SCHOOL DISTRICT

2022-2023

PAY TYPE 23 VISITING TEACHERS/SOCIAL WORKERS - 193 DAYS IN CONTRACT

PAY PERIOD		DAYS IN PAY PERIOD	REPORTS DUE	PAY DATE
FROM	TO			
8/2/2022	8/31/2022	22	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	20	10/19/2022	10/31/2022
11/1/2022	11/30/2022	15	11/18/2022	11/30/2022
12/1/2022	12/16/2022	12	12/19/2022	12/30/2022
1/3/2023	1/31/2023	20	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	17	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/8/2023	6	6/9/2023	6/23/2023
6/1/2023	6/9/2023	0	6/9/2023	6/29/2023
		193	DAYS IN CONTRACT	

NON-PAID HOLIDAYS

September 5	Labor Day
November 11	Veterans Day
November 18	Non-Work Day
November 21-23	Non-Work Day
November 24-25	Thanksgiving
December 19-30	Christmas Break
January 16	MLK, Jr. Day
February 20	President's Day
March 13-17	Spring Break
May 29	Memorial Day

**GADSDEN COUNTY SCHOOL DISTRICT
2022-2023**

PAY TYPE 24

10 MONTH EMPLOYEES - 195 DAYS IN CONTRACT

PAY PERIOD		DAYS IN PAY PERIOD	REPORTS DUE	PAY DATE
FROM	TO			
8/2/2022	8/31/2022	22	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	20	10/19/2022	10/31/2022
11/1/2022	11/30/2022	15	11/18/2022	11/30/2022
12/1/2022	12/16/2022	12	12/19/2022	12/30/2022
1/3/2023	1/31/2023	20	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	17	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/12/2023	8	6/9/2023	6/23/2023
6/1/2023	6/12/2023	0	6/9/2023	6/29/2023
		195	DAYS IN CONTRACT	

NON-PAID HOLIDAYS

September 5	Labor Day
November 11	Veterans Day
November 18	Non-Work Day
November 21-23	Non-Work Day
November 24-25	Thanksgiving
December 19-30	Christmas Break
January 16	MLK, Jr. Day
February 20	President's Day
March 13-17	Spring Break
May 29	Memorial Day

GADSDEN COUNTY SCHOOL DISTRICT

**PROPOSED CALENDAR FOR PARAPROFESSIONALS (191 DAYS); SOCIAL WORKERS/VISITING TEACHERS
(193 DAYS); 10 MONTH EMPLOYEES (195 DAYS)**

SCHOOL YEAR 2022-2023

2022	
AUGUST 2	Report to Work
SEPTEMBER 5	Labor Day Holiday (District-wide)
OCTOBER 10 – 14	FTE Survey Week
OCTOBER 14	End of First Grading Period
OCTOBER 17	Teacher Planning/Inservice Day
OCTOBER 28	Teacher Paid Holiday (#1)
NOVEMBER 11	Veterans' Day Holiday (District-wide)
NOVEMBER 18	Non-work Day – Students Out of School
NOVEMBER 21-23	Non-work Days – Students Out of School
NOVEMBER 24 – 25	Thanksgiving Holidays/Fall Break
DECEMBER 19 -30	Christmas Holidays/Winter Break
2023	
JANUARY 3	Report to Work
JANUARY 16	MLK Jr Holiday (District-wide)
FEBRUARY 6 – 10	FTE Survey Week
FEBRUARY 20	Presidents' Day Holiday (District-wide)
MARCH 13 – 17	Spring Break – District-wide
MARCH 20	Teacher Planning/Inservice Day
MARCH 21	Students Return to School
APRIL 7	Good Friday Holiday – Students Out – Teacher Paid Holiday(#6)
MAY 31	Last Day of School for Students
MAY 29	Memorial Day (District-wide)
JUNE 6	Last Day of Work (Paraprofessionals)
JUNE 8	Last Day of Work (Visiting Teachers)
JUNE 12	Last Day of Work (10 Month)

GADSDEN COUNTY SCHOOL DISTRICT

2022 - 2023

PAY TYPE 12

TEACHERS & INSTRUCTIONAL - 196 DAYS IN CONTRACT

PAY PERIOD		DAYS IN PAY PERIOD	REPORTS DUE	PAY DATE
FROM	TO			
8/2/2022	8/31/2022	22	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	20	10/19/2022	10/31/2022
11/1/2022	11/30/2022	15	11/18/2022	11/30/2022
12/1/2022	12/16/2022	12	12/19/2022	12/30/2022
1/2/2023	1/31/2023	21	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	18	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/9/2023	7	6/9/2023	6/23/2023
6/1/2023	6/9/2023	0	6/9/2023	6/29/2023
		196	DAYS IN CONTRACT	

NON-PAID HOLIDAYS

September 5	Labor Day
November 11	Veterans Day
November 21-23	Thanksgiving
December 19-30	Christmas Break
January 16	MLK, Jr. Day
February 20	President's Day
March 13-17	Spring Break
May 29	Memorial Day

PAID HOLIDAYS

Oct. 28	
Nov. 18	
Nov. 21-23	
Apr. 7	Good Friday

**GADSDEN COUNTY SCHOOL DISTRICT
CALENDAR FOR TEACHERS (196 DAYS)
SCHOOL YEAR 2022-2023**

2022	
AUGUST 2	Teachers Report
SEPTEMBER 5	Labor Day Holiday (District-wide)
OCTOBER 10 – 14	FTE Survey Week
OCTOBER 14	End of First Grading Period
OCTOBER 17	Teacher Planning/Inservice Day
OCTOBER 28	Teacher Paid Holiday (#1)
NOVEMBER 11	Veterans' Day Holiday (District-wide)
NOVEMBER 18	Teacher Paid Holiday (#2)
NOVEMBER 21-23	Teacher Paid Holidays (#s 3, 4, 5)
NOVEMBER 24 – 25	Thanksgiving Holidays/Fall Break
DECEMBER 16	End of Second Grading Period
DECEMBER 19 -30	Christmas Holidays/Winter Break
2023	
JANUARY 2	Teacher Planning Day
JANUARY 3	Students Return to School
JANUARY 16	MLK Jr Holiday (District-wide)
FEBRUARY 6 – 10	FTE Survey Week
FEBRUARY 20	Presidents' Day Holiday (District-wide)
MARCH 10	End of Third Grading Period
MARCH 13 – 17	Spring Break – District-wide
MARCH 20	Teacher Planning/Inservice Day
MARCH 21	Students Return to School
APRIL 7	Good Friday Holiday – Students Out – Teacher Paid Holiday(#6)
MAY 29	Memorial Day Holiday (District-wide)
May 31	Last Day of School for Students
JUNE 1 - 2	Teacher Planning/Inservice Day

Approved 4-26-2022

**GADSDEN COUNTY PUBLIC SCHOOLS
2022-2023**

PAY TYPE 42

FOOD SERVICE MANAGERS - 185 DAYS IN CONTRACT

PAY PERIOD		DAYS	REPORTS DUE	CHECKS ISSUED
FROM	TO			
8/8/2022	8/31/2022	18	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	18	10/19/2022	10/31/2022
11/1/2022	11/30/2022	12	11/18/2022	11/30/2022
12/1/2022	12/16/2022	12	12/19/2022	12/30/2022
1/2/2023	1/31/2023	21	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	17	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/12/2023	6	6/9/2023	6/23/2023
6/1/2023	6/12/2023	0	6/9/2023	6/29/2023
		185	DAYS IN CONTRACT	

NON-PAID HOLIDAYS

September 5	Labor Day
November 11	Veterans Day
November 18	Non-Work Day
November 21-23	Non-Work Day
November 24-25	Thanksgiving
December 19-30	Christmas Break
January 16	MLK, Jr. Day
February 20	President's Day
March 13-17	Spring Break
May 29	Memorial Day

GADSDEN COUNTY SCHOOL DISTRICT

2022-2023

PAY TYPE 40

FOOD SERVICE WORKERS - 183 DAYS IN CONTRACT

PAY PERIOD		DAYS IN PAY	REPORTS DUE	PAY DATE
FROM	TO	PERIOD		
8/9/2022	8/31/2022	17	8/19/2022	8/31/2022
9/1/2022	9/30/2022	21	9/19/2022	9/30/2022
10/3/2022	10/31/2022	18	10/19/2022	10/31/2022
11/1/2022	11/30/2022	12	11/18/2022	11/30/2022
12/1/2022	12/16/2022	12	12/19/2022	12/30/2022
1/3/2023	1/31/2023	20	1/19/2023	1/31/2023
2/1/2023	2/28/2023	19	2/17/2023	2/28/2023
3/1/2023	3/31/2023	17	3/21/2023	3/31/2023
4/3/2023	4/28/2023	19	4/19/2023	4/28/2023
5/1/2023	5/31/2023	22	5/19/2023	5/31/2023
6/1/2023	6/12/2023	6	6/9/2023	6/23/2023
6/1/2023	6/12/2023	0	6/9/2023	6/29/2023
		183	DAYS IN CONTRACT	

NON-PAID HOLIDAYS

September 5	Labor Day
November 11	Veterans Day
November 18	Non-Work Day
November 21-23	Non-Work Day
November 24-25	Thanksgiving
December 19-30	Christmas Break
January 16	MLK, Jr. Day
February 20	President's Day
March 13-17	Spring Break
May 29	Memorial Day

**GADSDEN COUNTY SCHOOL DISTRICT
 PROPOSED CALENDAR FOR FOOD SERVICE
 MANAGERS (185 DAYS)
 FOOD SERVICE STAFF (183 DAYS)
 SCHOOL YEAR 2022-2023**

2022	
AUGUST 8	Managers Report to Work
AUGUST 9	Food Service Staff Report to Work
SEPTEMBER 5	Labor Day Holiday (District-wide)
OCTOBER 10 – 14	FTE Survey Week
OCTOBER 14	End of First Grading Period
OCTOBER 17	Teacher Planning/Inservice Day – Non-work Day
OCTOBER 28	Teacher Paid Holiday (#1) – Non-work Day
NOVEMBER 11	Veterans’ Day Holiday (District-wide)
NOVEMBER 18	Non-work Day – Students Out of School
NOVEMBER 21-23	Non-work Days – Students Out of School
NOVEMBER 24 – 25	Thanksgiving Holidays/Fall Break
DECEMBER 19 -30	Christmas Holidays/Winter Break
2023	
JANUARY 2	Managers Report to Work
JANUARY 3	Food Service Staff Report to Work
JANUARY 16	MLK Jr Holiday (District-wide)
FEBRUARY 6 – 10	FTE Survey Week
FEBRUARY 20	Presidents’ Day Holiday (District-wide)
MARCH 13 – 17	Spring Break – District-wide
MARCH 20	Teacher Planning/Inservice Day – Non-Work Day
MARCH 21	Students Return to School
APRIL 7	Good Friday Holiday – Students Out – Teacher Paid Holiday(#6)
MAY 29	Memorial Day (District-wide)
MAY 31	Last Day of School for Students
JUNE 2	Last Day of Work (Managers & Food Service Staff)

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM: **CIC Planning**

DIVISION: District-wide


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

PURPOSE AND SUMMARY OF ITEM:

CIC provides project evaluation services for Elevate Rural Florida, Gadsden County School District’s School Climate Transformation Grant (SCTG) program funded through ED. Activities and funding covered by this agreement shall remain in effect only as long as the CLIENT receives SCTG funding. The scope of work is outlined in the deliverables identified in the project.

FUND SOURCE: School Climate Transformation Grant

AMOUNT: Defined by deliverable

PREPARED BY: Tammy McGriff, EdS 

POSITION: Assistant Superintendent of Academic Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered _____

CHAIRMAN’S SIGNATURE: page(s) numbered 5

REVIEWED BY: _____

AGREEMENT FOR PROGRAM EVALUATION SERVICES



This **AGREEMENT** is entered into by and between:

THE CLIENT **Gadsden County School District**
35 Martin Luther King Blvd.
Quincey, FL 32351

(hereinafter referred to as the "**CLIENT**")

and

THE CONSULTANT **CIC Planning Group**
250 Deerfield Glen Drive
St. Augustine, FL 32086

(hereinafter referred to as the "**CONSULTANT**")

This **AGREEMENT** covers the period **October 1, 2021** to **September 30, 2024**

SECTION I. SCOPE OF SERVICES

CIC shall perform Project Evaluation services for Elevate Rural Florida, Gadsden County School District's School Climate Transformation Grant (SCTG) program funded through US Department of Education. Activities and funding covered by this Agreement shall remain in effect only as long as the CLIENT receives SCTG funding from the US Department of Education. The scope of work for this project shall include the following Deliverables:

FY 2022-2023 (PROJECT YEARS 3-4):

1. **Mid-Year Formative Evaluation Report: Deliverable 1.** This Deliverable will cover the period 10/1 – 3/31 and include:
 - a. **Quantitative/Qualitative Process Data Collection:** Conduct ongoing assessment of school MTSS implementation, collection of mental health/counselor employment data, and school staff training/development activities.
 - b. **Climate-related PD Data Collection:** Compile and analyze delivery of PD
 - c. **MTSS Implementation Fidelity Data Collection:** Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory (TFI) and Benchmarks of Quality (BOQ) responses.
 - d. **Project Implementation Assessment:** Attend project leadership meetings; Document project implementation processes and fidelity to project design; Provide recommendations for implementation revisions and next steps.
 - e. **Survey Administration:** Administer Climate surveys to Treatment schools (students, parent, school leaders, and teachers).
 - f. **Survey Analysis and Summary:** Analyze survey responses and summarize results

2. **Process and Implementation Fidelity Assessment.** This Deliverable will cover the period 4/1-6/30 and include:
 - a. Quantitative/Qualitative Process Data Collection: Conduct ongoing assessment of school MTSS implementation, collection of mental health/counselor employment data, and school staff training/development activities.
 - b. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory responses.
 - c. Outcome Data Assessment: Collect mid-year outcome data (i.e., Student Achievement, Behavior).
 - d. Focus Groups: Conduct Focus Groups with teachers, school leaders, and MTSS/Project teams.
 - e. Project Implementation Assessment: Attend project leadership meetings; Document project implementation processes, fidelity to project design, and progress toward goals; Provide recommendations for implementation revisions and next steps.
3. **Implementation and Impact Evaluation Report. Deliverable 3 (\$19,350)** This Deliverable will cover the period 7/1-9/30 and include:
 - a. Process/Implementation Assessment: Attend project leadership meetings; Document project implementation processes and fidelity to project design; Provide recommendations for implementation revisions and next steps.
 - b. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory (TFI) and Benchmarks of Quality (BOQ) responses.
 - c. End-of-Year Data Collection: Collect annual school-level Student Achievement, Behavior, and Teacher and Family Engagement data.
 - d. Comparative Analyses: Conduct annual group comparison analyses (i.e., Treatment vs. BAUC) on all student and school-level outcomes (Achievement, Behavior, Motivation).
 - e. Pre-Post Analyses: Conduct annual pre-post analyses of all outcomes, assessing trends over time.
 - f. Annual Impact Evaluation: Submit annual Impact Evaluation Report.

FY 2024 (PROJECT YEAR 5):

1. **Implementation and Sustainability Evaluation Report. Deliverable 1 (\$10,500).** This Deliverable will be due 3/31/2024 and include:
 - a. Quantitative/Qualitative Process Data Collection: Conduct ongoing assessment of school MTSS implementation, collection of mental health/counselor employment data, and school staff training/development activities.
 - b. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory responses.
 - c. Mid-Year Progress Assessment: Collect mid-year outcome data (i.e., Student Achievement, Behavior).
 - d. Sustainability and Replication Assessment: Assess variable impact of implementation factors on project outcomes; Identify mechanisms for sustainability and critical factors for replication.
 - e. Project Implementation Assessment: Attend project leadership meetings; Document project implementation processes and fidelity to project design, and progress toward goals; Provide recommendations for implementation revisions and next steps.
2. **Process and Implementation Fidelity Report. Deliverable 2 (\$25,150).** This Deliverable will be due 6/30/2024 and include:
 - a. Quantitative/Qualitative Process Data Collection: Conduct ongoing assessment of school MTSS implementation, collection of mental health/counselor employment data, and school staff training/development activities.

- b. MTSS Implementation Fidelity Data Collection: Compile and analyze MTSS implementation fidelity using Tiered Fidelity Inventory responses.
 - c. Survey Administration: Administer Climate surveys to Treatment schools (students, parent, school leaders, and teachers).
 - d. Survey Analysis and Summary: Analyze survey responses and summarize results.
 - e. Focus Groups: Conduct Focus Groups with teachers, school leaders, and MTSS/Project teams.
 - f. Project Implementation Assessment: Attend project leadership meetings; Document project implementation processes and fidelity to project design, and progress toward goals; Provide recommendations for implementation revisions and next steps.
3. **Summative/Final Impact Evaluation Report. Deliverable 3 (\$29,350)**. This Deliverable will be due 10/31/2024 and include:
- a. Final Outcome Data Collection: Collect 2023-24 school-level Student Achievement, Behavior, and Teacher Employment data for Treatment and BAUC schools.
 - b. Final Outcome Analyses: Conduct group and pre-post comparative analyses using multi-level modeling and trend (i.e., comparative interrupted time series/difference-in-difference) designs.
 - c. Final Impact Evaluation: Submit final Impact Evaluation Report; Disseminate findings via publications and presentations.

SECTION II. TERMS AND CONDITIONS

The Consultant and the Client understand and agree that this contract is valid only for the years the USDOE grant is awarded to the School Board of Gadsden County as fiscal agent of the grant. In addition, the Consultant and the Client understand and agree that continuation of this contract is contingent upon provision of acceptable levels of service, positive Implementation results, meeting all reporting deadlines and requirements, approval from the Gadsden County School Board, and continued funding available through USDOE Federal dollars to fund the Elevate Rural Florida Initiative.

CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The **CONSULTANT** is an independent professional consultant who has neither rights nor responsibilities beyond the scope of this AGREEMENT.
2. The **CONSULTANT** shall ascertain the requirements for the services listed in this AGREEMENT and shall confirm such requirements with the **CLIENT**.
3. The **CONSULTANT'S** services shall be performed in the character, sequence, and timing of the **CLIENT'S** business, such that the **CONSULTANT'S** services will be coordinated with the activities of the **CLIENT**.
4. The **CONSULTANT** shall provide regular progress reports and other necessary documents to the **CLIENT**.
5. The **CONSULTANT** shall attend necessary meetings and be available for general consultation regarding the objectives and services covered under this AGREEMENT.
6. The **CONSULTANT** shall comply with all applicable laws, ordinances, and codes in performing the services embraced by this AGREEMENT.
7. All reports generated by the **CONSULTANT** under this AGREEMENT shall not be made available to any individual or organization without prior approval of the **CLIENT**.

CLIENT'S RESPONSIBILITIES

1. **CLIENT** shall, with reasonable promptness, provide all available information, data, prior reports, etc., regarding the requirements covered in this AGREEMENT.
2. **CLIENT** shall designate a representative/s authorized to act in **CLIENT'S** behalf with respect to the services under this AGREEMENT.
3. If **CLIENT** observes any error or omission with respect to this AGREEMENT, **CLIENT** shall promptly provide the **CONSULTANT** with written notification specifying the error and the time frame for correction.
4. **CLIENT** agrees to hold harmless the **CONSULTANT** for acts or omissions by **CLIENT** or other consultants, or by events not completely within the control of the **CONSULTANT**.
5. **CLIENT** agrees to promptly review and comment on all documents submitted by the **CONSULTANT** in this AGREEMENT.
6. **CLIENT** agrees to promptly compensate the **CONSULTANT** according to the terms and conditions set forth in Section III of this AGREEMENT.
7. **CLIENT** and/or the **CONSULTANT** may terminate this AGREEMENT for cause upon 5 days written notice in the event the other party fails to fulfill their obligations as specified herein. In this event, the **CONSULTANT** shall be equitably compensated for all work completed under this AGREEMENT up to the point of termination.

SECTION III. SCHEDULE AND COMPENSATION

The services of the **CONSULTANT** will begin on or about **October 1, 2021**. For the services outlined herein, the **CONSULTANT** shall be compensated as follows:

Compensation shall be accomplished by means of progress billing expected to take place in accordance with the following schedule:

Project Years 3 through 4:

1. Conclusion of Deliverable 1 – invoicing for \$25,000, on or about 4/15 (annually)
2. Conclusion of Deliverable 2 – invoicing for \$25,650, on or about 7/15 (annually)
3. Conclusion of Deliverable 3 – invoicing for \$19,350, on or about 10/1 (annually)

Project Year 5:

1. Conclusion of Deliverable 1 – invoicing for \$10,500, on or about 4/15/24
2. Conclusion of Deliverable 2 – invoicing for \$25,650, on or about 7/15/24
3. Conclusion of Deliverable 3 – invoicing for \$29,350, on or about 11/1/24

All payments to the **CONSULTANT** under this AGREEMENT shall be made as follows:

- Invoicing with back-up documentation shall be submitted at the conclusion of each Deliverable as identified above.
- Payments shall be expected within 30 days of invoicing.

IN WITNESS WHEREOF: THE **CLIENT** and **CONSULTANT** have caused this AGREEMENT to be executed as of the date first above written.

ON BEHALF OF CLIENT
GADSDEN COUNTY SCHOOL DISTRICT
35 Martin Luther King Blvd.
Quincey, FL 32351

ON BEHALF OF THE CONSULTANT
CIC PLANNING GROUP
250 Deerfield Glen Drive
St. Augustine, FL 32086
FEIN: 81-1104804

Authorized Signature

Authorized Signature

Name and Title

Natalie E. Wright, Ph.D.,
President

Name and Title

Date

Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: August 16, 2022

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

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this agreement is to outline duties and responsibilities between the Gadsden County Health Department and the Gadsden County School Board during the 2022-2023 school year.

FUND SOURCE: General Revenue

AMOUNT: \$100,100

PREPARED BY: Dr. Sylvia 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 5

CHAIRMAN'S SIGNATURE: page(s) numbered 5

REVIEWED BY:  8/4/22

School Health Services
Memorandum of Agreement
Between
Gadsden County School Board
And
Florida Department of Health
Gadsden County Health Department
MOA# - (2022-2023)

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

Each party agree to:

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

Gadsden County Schools agree to:

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

- c. Current and up-to-date antivirus and intrusion detection software required to protect assets with the internal zone from exploits.
- d. All troubleshooting, patching, maintenance, configuration, and desktop support (includes user access management) of internal zone equipment, including firewall and all connected hosts.

Florida Department of Health in Gadsden County agrees to:

1. Provide Comprehensive Health Care (s. 381.0057, F.S.) at schools listed below: [These services include basic health services (s. 381.0057, F.S) and student health management, interventions and classes to reduce risk taking behaviors, violence and injury prevention and services to reduce and promote return to school after giving birth. Comprehensive school health services provide more in-depth health management through the increased use of registered nurses (RN) for assessments, intervention, case management, and improving access to health care through referrals to insurance programs and family physicians.]
 - Chattahoochee Elementary
 - Gadsden Elementary Magnet
 - George W Munroe Elementary
 - Greensboro Elementary
 - Havana Magnet School
 - James A. Shanks Middle School
 - Stewart Street Elementary
 - West Gadsden Middle School
2. Provide Full-Service Health Care (s. 402.3026, F.S.) at the schools listed below: [These include services such as nutritional, basic medical services, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents, and adult education. This program focuses on underserved students in poor, high risk communities needing access to medical and social services, as identified through demographics. Full-Service Schools provide the infrastructure that is necessary to coordinate and deliver services donated by community partners and participating agencies.]
 - Gadsden County High School
3. Provide immunization services and cumulative review to all GCS schools.
4. DOH-Gadsden school health employees shall work from 7:30 a.m. to 4:00 p.m. on school days except for occasional mandatory meeting days.
5. Provide hearing, vision, scoliosis, and BMI (body mass index) screenings as appropriate to Kindergarten, 1st, 3rd, and 6th grade students only. All other student screenings will be on an as-needed basis.

6. Provide blood borne pathogen, medication in-service training, and infection control training for professional development.
7. Provide and maintain connectivity to a Virtual Private Network interface our secure FTP site for GCS to the Health Office system for weekly data upload, incorporating all reasonable associated costs.
8. Server hardware and software licensing for Health Office will be the responsibility of DOH-Gadsden. All access provided will be maintained securely over the GCS network.
9. Assist GCS in identifying health issues and statistics that may be used to support grants for health initiatives.
10. Provides the GCS Financial Office with quarterly invoices or written notice of agreed upon monetary funds with due date enclosed. The invoice or notice shall include documentation describing the services rendered. The invoice shall itemize the services in detail indicating DOH-Gadsden's expenditures that tie to the payments by GCSB. Attached documentation shall substantiate DOH-Gadsden's expenditures. DOH-Gadsden will invoice approximately:
 - September 30, 2022
 - December 30, 2022
 - March 30, 2023
 - June 30, 2023
11. Retain all required financial documents for five (5) years after district makes the final payment and all other pending matters are closed.

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

1. The parties hereto contemplate that term of this Agreement be for the period of July 1, 2022, through June 30, 2023. This Agreement shall be reviewed annually to determine its continuation and or need for modification as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice.
2. The parties hereto acknowledge and understand that they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055 (5), Florida Statutes.

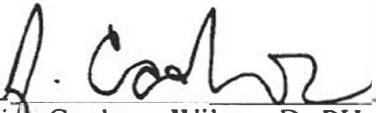
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Chairman
Gadsden County School Board

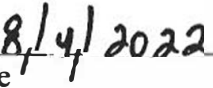
Date

ATTEST By: Elijah Key
Superintendent of Schools

Date



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



Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM:

Contractual agreement between The School Board of Gadsden County and Speech and Dysphagia Consulting Group, LLC, Erika Raines.

DIVISION:

Exceptional Student Education

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

PURPOSE AND SUMMARY OF ITEM:

This agreement with Speech and Dysphagia Consulting Group, LLC, Erika Raines will provide Speech/Language services (including, but not limited to intervention services, assessments, evaluations, counseling, consulting, collaboration, and support to families, school staff and administrators).

FUND SOURCE: FEFP Dollars

AMOUNT: \$59.00 per hour

PREPARED BY: Sharon B. Thomas *SBT*

POSITION: Director of Exceptional Student Education and Student Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4

CHAIRMAN'S SIGNATURE: page(s) numbered 4

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

27
For TME
[Signature]

INDEPENDENT CONTRACTOR SPEECH-LANGUAGE PATHOLOGIST AGREEMENT

THIS AGREEMENT made and entered into on the date last written below, by and between Gadsden County School District (hereinafter "Employer"), and Speech and Dysphagia Consulting Group, LLC, an independent contractor (hereinafter "Contractor");

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

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

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

1.1 Term. Employer agrees to hire Contractor, at will, for a term commencing on August 10, 2022 and continuing until June 30, 2023 or until terminated in accordance with Section 4 of this agreement.

1.2 Duties. Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Contractor's duties shall include the following:

1. Perform speech-language therapy services in accordance with the Individual Education Plan (IEP) for each individual student
2. Set up appropriate treatment plans and establish short- and long-term goals and objectives for inclusion on the Individual Education Plan.
3. Assist with selection and/or modifications of classroom environment to meet the student's needs.
4. Instruct the student and teacher in activities that facilitate optimal progress towards goals.
5. Assist instructors regarding carry over of appropriate treatments through demonstration and supervision in the classroom, as appropriate.
6. Share information regularly with the teacher who coordinates the IEP of identified students.
7. Check in with building office/principal upon entering and leaving the building and complete the Service Logs.
8. Prepare clinical and progress notes for incorporation into the educational records of the students receiving therapy no less often than monthly.
9. Provide professional liability insurance for Speech-Language Therapy which will hold harmless the school district for possible incidents which may occur during treatment provided by contractor.
10. Conform to all applicable policies and procedures of the Gadsden County School District and the Florida Regulatory Statutes.
11. Not attempt to collect for therapy services from either student, family, or any governmental, private, or public agency other than the Gadsden County School District during the

period of this contract. 12. Meet the certification and qualification requirements for Speech-Language Pathologist.

13. Submit biweekly a prepared statement of charges and weekly individual student service logs to the Gadsden County School District.

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

SECTION 2 – CONFIDENTIALITY

2.1 Confidentiality. Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer. Employer understands that certain Confidential Information may be required to be disclosed to certain individuals: directors, officers, employees, agents, or advisors (collectively, Representatives) of Contractor. Contractor shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this agreement, will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them, and will be responsible for any breaches by them of the provisions of this agreement. The term "confidential information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to Contractor on a non-confidential basis, provided that the source of such information was not known by Contractor (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information. In the event that Contractor or any of Contractor's representatives, assigns, or agents are requested or required by law or legal process to disclose any of the Confidential Information, the party required to disclose such information shall provide Employer with prompt oral and written notice before making any disclosure. In addition, Confidential Information may be disclosed to the extent required in the course of inspections or inquiries by federal or state regulatory agencies to whose jurisdiction

Contractor is subject and that have the legal right to inspect the files that contain the Confidential Information, and Contractor will advise Employer promptly upon such disclosure.

- 2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.
- 2.4 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 – COMPENSATION

- 3.1 Compensation.** In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to Erika Raines the amount of \$59 per hour for 35-40 hours per week. Full payment is expected within 14 days of accurate invoice.
- 3.2 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

SECTION 4 - TERMINATION

- 4.1** Employer or Contractor may terminate this Agreement no earlier than 30 days after receiving written notice. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

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

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

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

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.2 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida.
- 7.3 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.4 **Severability.** If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

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

School Board Chairman

Superintendent of Schools

Independent Contractor
Erika Raines-president of Speech and Dysphagia
Consulting Group, LLC

MEMORANDUM OF INSURANCE Date Issued 06/21/2022

<p>Producer</p> <p>Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 1-800-375-2764</p>	<p>This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.</p>
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<p>Insured</p> <p>Erika Raines 67 Sand Pine Circle Midway, FL 32343</p>	<p>Company Affording Coverage Liberty Insurance Underwriters Inc.</p>
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This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.
 The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH SE Speech Language Pathologist	AHY-855010006	01/25/2022	01/25/2023	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$5,000,000

PROOF OF INSURANCE

<p>Memorandum Holder: PROOF OF COVERAGE ONLY</p>	<p>Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.</p>
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<p>Authorized Representative Mark Brostowitz</p>	
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AC# 10700670

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
12/28/2021	SA 9153	105696



THE SPEECH-LANGUAGE PATHOLOGIST

NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA

Expiration Date: DECEMBER 31, 2023
ERIKA ROCHELLE RAINES
901 RIGGINS RD APT. #136
TALLAHASSEE, FL - 32308

R. DeSantis

Ron DeSantis
GOVERNOR

Joseph A. Ladapo

Joseph A. Ladapo, MD, PhD
State Surgeon General

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7d

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM: **Panhandle Area Educational Consortium (PAEC) through its fiscal agent, the Washington County School Board**

DIVISION: District-wide

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

PURPOSE AND SUMMARY OF ITEM:

The contract performs the functions as outlined in the attached agreement, providing EL language services in Gadsden County as the ESOL. Services are required outside of the supplemental services supported by federal dollars

FUND SOURCE: FEFP

AMOUNT: \$80,000.00

PREPARED BY: Tammy McGriff, EdS

POSITION: Assistant Superintendent of Academic Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered 4

CHAIRMAN’S SIGNATURE: page(s) numbered 4

REVIEWED BY: _____



School Board of Gadsden County, Florida
RENEWAL CONTRACTUAL
AGREEMENT
Fiscal Year: 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 Panhandle Area Educational Consortium (PAEC) through its fiscal agent the Washington County School Board, an regional educational agency with their principal place of business at 753 West Boulevard, Chipley, FL 32428 for the purposes of providing English Language Learner (EL) Services to Gadsden County Public School EL students, families, and community stakeholders. The contractual AGREEMENT will establish uniform administrative requirements for the CONTRACTOR and the School Board of Gadsden County.

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 their agreement with the Superintendent and School Board of Gadsden County to provide EL language services in Gadsden County as further set forth below. The CONTRACTOR understands and agrees that all services contracted are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the RECIPIENT.

The RECIPIENT and CONTRACTOR understand and agree that this AGREEMENT is valid only if approved by the Superintendent and School Board of Gadsden County. In addition, the RECIPIENT and CONTRACTOR understand and agree that continuation of this AGREEMENT is contingent upon provision of acceptable levels of service, positive academic results, approval from the School Board, and continued funding available through General Revenue dollars to fund the required services.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees to provide academic support, tutoring, mentoring, educational leadership, and professional experiences for Gadsden County EL students as specifically described in Appendix A. Broad areas of services with responsibilities further described in Appendix A include.

- Programmatic
- Staff
- Student and Family Services
- Professional Development
- Curriculum
- General

Any changes to the services above must be made by mutual AGREEMENT in writing with the Superintendent and Area Directors of Curriculum and Instruction.

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on the week of July 1, 2022, and end June 30, 2023, contingent upon the approval by the district School Board as stated in Article 1 above. As required by law,

this AGREEMENT shall be subject to review and renewal if performance is deemed satisfactory, and if the School Board and Superintendent approve.

(b). The CONTRACTOR shall begin performing the contract on the week of July 1, 2022 and finish the project by June 30, 2023.

ARTICLE 4. DEFINITIONS

Term	Definition
Advance	means a payment made by Treasury check or other appropriate payment mechanism to a 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.
Contract	means a procurement contract under an award or sub-award, and a procurement sub-contract under a RECIPIENT'S or CONTRACTOR'S contract. A contract shall be used when the principal purpose is acquisition of property or services for the direct benefit or use of the federal government and/or organization receiving financial assistance.
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 necessary, allocable, reasonable, and 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.
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.
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. 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 sub-award does not create a sub-contractor relationship with contracted entity. Sub-awards are awarded to vendors for the procurement of goods and/or services.
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

The RECIPIENT shall pay the CONTRACTOR in two equal payments of \$40,000 (forty thousand dollars) upon the receipt of invoices from the CONTRACTOR that include documentation describing the services rendered by the CONTRACTOR in support of the project for the period that the invoice covers. Invoices will require a minimum of fourteen (1-4) days to be processed for payment after an invoice has been approved for payment. In full and complete compensation for all services provided by the CONTRACTOR under this AGREEMENT, the RECIPIENT shall pay to PAEC the amount of no more than \$80,000.00 (eighty thousand dollars). Invoices shall be prepared and addressed to: Director for Finance. Checks shall be made payable to PAEC and mailed to PAEC. The invoices will document the services provided, monthly activity logs, agendas and minutes of all meetings and workshops/activities, copies of curriculum developed, faculty/staff meetings monitoring student progress, sign-in sheets, and any other content material or lesson plans developed

(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) The total cost of the AGREEMENT is no more than \$80,000.00

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. ACCESS AND RETENTION OF RECORDS

The RECIPIENT shall have access to all CONTRACTOR'S records that are directly pertinent to this AGREEMENT. The CONTRACTOR will submit all academic records to the principals so that they can be retained for the required five (5) years after the RECIPIENT makes the final payment and all other pending matters are closed. The CONTRACTOR shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal and District requirements.

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the duration of the grant award subject to annual review and renewal as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, the district shall be responsible for payment of all costs incurred by the CONTRACTOR in the performance of the AGREEMENT prior to termination.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent agent and not an employee, sub-contractor, or agent of the RECIPIENT. The CONTRACTOR agrees to comply with all requirements of the Jessica Lunsford Act. The CONTRACTOR shall be acting as an independent CONTRACTOR in the performance of this AGREEMENT and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense

adequate insurance or self-insurance coverage to satisfy its liability obligations under this AGREEMENT.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

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, or age in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

- (a) The CONTRACTOR'S contract administrator and contact is Dr. Maria Pouncey, Administrator for Instructional Services and/or her designee.
- (b) The RECIPIENT contract administrator and contact is TBD, Director of Federal Programs and/or her designee.
- (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 13. 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, representations or AGREEMENTS on this subject.

CONFLICT OF INTEREST: As of the date of this AGREEMENT and throughout the term of this agreement, CONTRACTOR agrees that they are 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 its ability to fulfill the terms of the AGREEMENT.

ARTICLE 14. ENFORCEMENT

Jurisdiction for enforcement of this AGREEMENT shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this AGREEMENT shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Panhandle Area Consortium have executed this AGREEMENT.

Mr. John Selover
Executive Director, PAEC

Date

Mr. Elijah Key
Superintendent of Schools

Date

Mr. Leroy McMillian
Chairman, Gadsden County School Board

Date

Appendix A

Program Responsibilities for Contracted English Learner Services

Programmatic:

- Provide leadership, coordination, and support of EL services to EL students to enhance opportunities for student growth and improved student academic performance.
- Development of a district 3-year English Learner (EL) Plan for Gadsden that has input from all EL stakeholders, including EL parents, teachers, and other relevant stakeholders as required by state and federal guidance.
- Develop Federal EL grant applications and serve as the district resource responsible for all reporting, auditing, monitoring, and implementation of EL programs, including Title III and Immigrant.
- Assist school centers in offering appropriate scope and sequence for all areas of responsibility.
- Review all EL files to ensure compliance for FTE audits; work closely with district leadership to ensure FTE audits are maximizing weighted funding by matching endorsed EL teachers with EL students at school sites.
- Provide direct services to ESOL, EL, Immigrant students in Gadsden County (i.e., after school teachers; tutors; summer school teachers, technology and/or programs used during ELL classes and/or tutorials, and supplies for students).
- Handle all written communications and recommendations required of the EL plan.
- Coordinate translations of school and district documents.
- If funding continues for the Title III Immigrant program provide: (A) family literacy, parent and family outreach, and training activities designed to assist parents and families to become active participants in the education of their children (B) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth; (C) identification, development, and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with awarded funds. (D) basic instructional services that are directly attributable to the presence of immigrant children and youth in the district, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instructional services; (E) other instructional services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; (F) activities, coordinated with community-based organizations, institutions of higher education, private sector entities, or other entities with expertise in working with immigrants, to assist parents and families of immigrant children.

Staff:

- Provide staff and data clerk necessary to ensure compliance for FTE audits, input all data entries, and comply with all paperwork for EL or Immigrant Audits.
- Supervise and evaluate EL staff to implement a successful EL program in the district, combining all responsibilities of EL state, federal, and local programs.
- Evaluate EL programs annually to determine trajectory for remaining on course with EL plans and district goals
- Establish an EL Committee to work in collaboration with district and school staff in providing the appropriate educational supports to EL students. Committee should meet as regularly as necessary to implement a quality program.
- Provide electronic networks and update Gadsden EL web pages on the www.gcps.k12.fl.us website with materials, training, and other EL communications.

Student Services:

- Outreach, identification, and testing of all second language students in Gadsden within 20 days of enrollment in the school district (compliance with Florida Consent Decree), assuring appropriate placement with ESOL endorsed and/or certified staff or in other appropriate district academic programs.
- Ensure equal access of EL students to a free and appropriate public education.
- Ensure equal access of EL families to services any parent in Gadsden County Public Schools would be entitled to.
- Align all placements with Gadsden Student Progression Plan.

- Align EL student services with school guidance counselors.
- Develop individual EL student plans that will be updated annually, or sooner as the situation dictates
- Monitor EL student progress and work with school administration to adjust individual EL plans as necessary for student academic success.
 - Progress monitoring tools should include student portfolios, state assessment scores, other criterion reference tests, ACCESS 2.0, report cards, classroom performance, and student progression reports.
- Maintain all appropriate student records, including entry and exit dates, test scores, EL committee meetings, and other EL related documents.
- Develop student study teams as necessary to assist EL students who need accommodations.
- Collaborate with district ESE staff to provide EL students with appropriate ESE services and/or **accommodations.**
- Purchase/provide materials and activities which address EL student needs as requested - supplies and materials will come from funding from Title III projects.
- Create necessary documentation for prior schooling and help students facilitate its receipt and delivery to Gadsden County schools.
- Translate student transcripts from foreign countries to equate listed courses with appropriate district **courses**
- Prepare appropriate correspondence in parent's native language to provide notice of enrollment in the EL program as required by law.
- Facilitate all EL withdrawals and reenrollments, re-classifications, and/or reevaluations necessary
- Facilitate the implementation of an afterschool tutorial for EL students, in collaboration with school 21st Century Community Learning Center programs.
- Develop and implement a summer school program for EL students in partnership with 21st CCLC, Title I, Migrant, and other district public school summer programs.
- Provide services to EL families designed to improve the English language skills of EL students and that assist parents and families in helping their children to improve their academic achievement and their own parental engagement in the education of their children. Services include, but are not limited to: Family literacy services, parent and family outreach.
- Seek and provide as many opportunities as possible for EL students to receive scholarships and/or move into careers and college after graduation.

Professional Development:

- Organize and direct EL in-service programs, including the district 60-hour ESOL certification training, at no cost to district teachers, leaders, and guidance counselors.
- Train school personnel to conduct annual ACCESS 2.0 testing in the spring as well as assist in the schools during testing.
- Conduct at least three EL meetings (quarterly throughout the school year).
- Provide EL teachers opportunities to participate in PAEC EL professional development trainings at no cost to the district, coordinating training with Gadsden's staff development office.
- Provide opportunities for parents to develop educational technology skills through family workshops.
- Provide targeted workshops to build parent educational skills in supporting their children.
- Attend and participate in local, regional, and state meetings and conferences representing EL populations and issues for the district.
- Provide translators for enrollment, IEP, and other school meetings as requested by parents, district, and/or school leaders/teachers.

Curriculum:

- **Preview, evaluate, and recommend EL classroom materials as requested.**
- Provide Superintendent and Area Directors of Curriculum with recommendations for EL curriculum and EL staff
- **Coordinate EL educational programs with community organizations.**
- Coordinate curriculum guides with EL teachers Promote strong parent, family, and community partnerships by offering language educational programs for parents, families, school staff, and communities of English Learners as required by the Every Child Succeeds Act (ESSA) of 2015.

General Responsibilities:

- Combine the existing PAEC Migrant Center in Gadsden County with the EL program to be operated as an English Learner/Migrant Resource Center to assist families with referrals and advocacy, as necessary and practicable.

- Participate in all interviews for EL teacher and paraprofessional candidates.
- Provide a link between and among district administrators, school centers, and community as necessary to ensure open and complete communication.
- Maintain a network of EL peer contacts in professional organizations.
- Assist in developing short and long-range plans for EL populations.
- Attend and contribute appropriate EL information to district leadership team and instructional leadership team meetings, as scheduled.
- Assist with the development of and facilitation of EL student and parent surveys to do needs assessments and collect parent input to make EL programs as customer friendly as possible for EL populations.
- Provide federal and state legislative updates as frequently as necessary to assist Gadsden leadership to make timely and high quality decisions about EL programs and services.
- Ensure that the district is in compliance with the Florida Consent Decree, programmatically and with staffing.

ELL PAEC Contract will provide:

Summary of bullets below: Program operation to include staff to implement the required EL operations of the district, student and family services, professional development, curriculum development and implementation, and general operations of the office.

- Provide leadership, coordination and support of EL services to EL students to enhance opportunities for student growth and improved student academic performance.
- Development of a district 3-year English Learner (EL) Plan for Gadsden that has input from all EL stakeholders, including EL parents, teachers, and other relevant stakeholders as required by state and federal guidance.
- Develop Federal EL grant applications and serve as the district resource responsible for all reporting, auditing, monitoring, and implementation of EL programs, including Title III and Immigrant.
- Assist school centers in offering appropriate scope and sequence for all areas of responsibility.
- Review all EL files to ensure compliance for FTE audits; work closely with district leadership to ensure FTE audits are maximizing weighted funding by matching endorsed EL teachers with EL students at school sites.
- Provide direct services to ESOL, EL, Immigrant students in Gadsden County (i.e. after school teachers; tutors; summer school teachers, technology and/or programs used during ELL classes and/or tutorials, and supplies for students).
- Handle all written communications and recommendations required of the EL plan.
- Coordinate translations of school and district documents.
- Provide staff and data clerk necessary to ensure compliance for FTE audits, input all data entries, and comply with all paperwork for EL or Immigrant Audits.
- Supervise and evaluate EL staff to implement a successful EL program in the district, combining all responsibilities of EL state, federal, and local programs.
- Evaluate EL programs annually to determine trajectory for remaining on course with EL plans and district goals
- Establish an EL Committee to work in collaboration with district and school staff in providing the appropriate educational supports to EL students. Committee should meet as regularly as necessary to implement a quality program.
- Provide electronic networks and update Gadsden EL web pages on the www.gcps.k12.fl.us website with materials, training, and other EL communications
- Outreach, identification, and testing of all second language students in Gadsden within 20 days of enrollment in the school district (compliance with Florida Consent Decree), assuring appropriate placement with ESOL endorsed and/or certified staff or in other appropriate district academic programs.
- Ensure equal access of EL students to a free and appropriate public education.
- Ensure equal access of EL families to services any parent in Gadsden County Public Schools would be entitled to.
- Align all placements with Gadsden Student Progression Plan.
- Align EL student services with school guidance counselors.
- Develop individual EL student plans that will be updated annually, or sooner as the situation dictates
- Monitor EL student progress and work with school administration to adjust individual EL plans as necessary for student academic success.
 - o Progress monitoring tools should include student portfolios, state assessment scores, other criterion reference tests, ACCESS 2.0, report cards, classroom performance, and student progression reports.
- Maintain all appropriate student records, including entry and exit dates, test scores, EL committee meetings, and other EL related documents.
 - Develop student study teams as necessary to assist EL students who need accommodations.
 - Collaborate with district ESE staff to provide EL students with appropriate ESE services and/or accommodations.
 - Purchase/provide materials and activities which address EL student needs as requested - supplies and materials will come from funding from Title III projects.
 - Create necessary documentation for prior schooling and help students facilitate its receipt and delivery to Gadsden County schools.
 - Translate student transcripts from foreign countries to equate listed courses with appropriate district courses
 - Prepare appropriate correspondence in parent's native language to provide notice of enrollment in the EL program as required by law.

- Facilitate all EL withdrawals and reenrollments, re-classifications, and/or reevaluations necessary
- Facilitate the implementation of an afterschool tutorial for EL students, in collaboration with school 21st Century Community Learning Center programs.
- Develop and implement a summer school program for EL students in partnership with 21st CCLC, Title I, Migrant, and other district public school summer programs.
- Provide services to EL families designed to improve the English language skills of EL students and that assist parents and families in helping their children to improve their academic achievement and their own parental engagement in the education of their children. Services include, but are not limited to: Family literacy services, parent and family outreach.
- Seek and provide as many opportunities as possible for EL students to receive scholarships and/or move into careers and college after graduation.
- Organize and direct EL in-service programs, including the district 60-hour ESOL certification training, at no cost to district teachers, leaders, and guidance counselors.
- Train school personnel to conduct annual ACCESS 2.0 testing in the spring as well as assist in the schools during testing.
- Conduct at least three EL meetings (quarterly throughout the school year).
- Provide EL teachers opportunities to participate in PAEC EL professional development trainings at no cost to the district, coordinating training with Gadsden's staff development office.
- Provide opportunities for parents to develop educational technology skills through family workshops.
- Provide targeted workshops to build parent educational skills in supporting their children.
- Attend and participate in local, regional, and state meetings and conferences representing EL populations and issues for the district.
- Provide translators for enrollment, IBP, and other school meetings as requested by parents, district, and/or school leaders/teachers.
- Preview, evaluate, and recommend EL classroom materials as requested.
- Provide Deputy Superintendent and K12 Director with recommendations for EL curriculum and EL staff
- Coordinate EL educational programs with community organizations.
- Coordinate curriculum guides with EL teachers Promote strong parent, family, and community partnerships by offering language educational programs for parents, families, school staff, and communities of English Learners as required by the Every Child Succeeds Act (ESSA) of 2015.
- Combine the existing PAEC Migrant Center in Gadsden County with the EL program to be operated as an English Learner/Migrant Resource Center to assist families with referrals and advocacy, as necessary and practicable.
- Participate in all interviews for EL teacher and paraprofessional candidates.
- Provide a link between and among district administrators, school centers, and community as necessary to ensure open and complete communication.
- Maintain a network of EL peer contacts in professional organizations.
- Assist in developing short and long-range plans for EL populations.
- Attend and contribute appropriate EL information to district leadership team and instructional leadership team meetings, as scheduled.
- Assist with the development of and facilitation of EL student and parent surveys to do needs assessments and collect parent input to make EL programs as customer friendly as possible for EL populations.
- Provide federal and state legislative updates as frequently as necessary to assist Gadsden leadership to make timely and high quality decisions about EL programs and services.
- Ensure that the district is in compliance with the Florida Consent Decree, programmatically and with staffing.

This is a renewal contract with PAEC for continuing operation of the ESOL and Immigrant Programs. PAEC will provide all the staffing and deliverables for the ESOL/EL program required of GCP S for EL and Immigrant students. Florida Statute and Florida Consent decree require the district to provide staff to manage the requirements of the district program for ESOL/EL students. This contract pays PAEC to handle all of the operation, federal and state reporting, and federal and state monitoring of GCPS' ESOL/EL program. Statutory requirements of the district to provide these services are included below.

Per Florida Statute 1003.56: Each district school board **shall** implement the following procedures:

- Develop and submit a plan for providing English language instruction for limited English proficient students to the Department of Education for review and approval.
- Identify limited English proficient students through assessment.
- Provide for student exit from and reclassification into the program.
- Provide limited English proficient students ESOL instruction in English and ESOL instruction or home language instruction in the basic subject areas of reading, mathematics, science, social studies, and computer literacy.
- Maintain a student plan.
- Provide qualified teachers.
- Provide equal access to other programs for eligible limited English proficient students based on need.
- Provide for parental involvement in the program.
- Each district school board's program for limited English proficient students shall be evaluated and monitored periodically.

Since PAEC is a regional educational consortium under a school district fiscal agent, contracted by the legislature to provide competitive services to districts with less than 25,000 students, there is not a need to bid these services. The contract would fall under the purchasing exception (E) the purchase by the Board of educational services from a governmental agency within the state.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM: 2022-23 Resolutions for PAEC Services

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

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

Service:	District Assessment:
PAEC Membership Services	\$12,429.20
Professional Development Center	\$16,501.10
Human Resources Support Services	\$6,660.23
Gateway Educational Computing Consultants (Finance/Payroll)	
<i>Gateway Support Services (\$3,430.68 credit)</i>	\$21,287.82
<i>SAJ'Ward License Fee (flow through to Skyward)</i>	\$30,054.35
<i>JSCorp Hosting Fee (flow through to Skyward)</i>	\$7,546.61
Student Data Services	
<i>Student Data Support Services (\$555.56 credit)</i>	\$19,193.58
TOTAL	\$113,672.89

FUND SOURCE: General Revenue

AMOUNT: \$113,672.89

PREPARED BY: Dr. Sylvia R. Jackson .  8/2/22

POSITION: Assistant Superintendent for Support Services

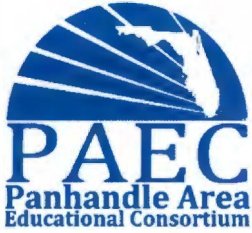
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 19

CHAIRMAN'S SIGNATURE: page(s) numbered 19

REVIEWED BY: _____



Contact Person: Linda Arrant
(850) 638-6131 Ext. 2234
linda.arrant@paec.org

May 24, 2022

John T. Selover
Executive Director

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

753 West Boulevard
Chipley, FL 32428
Phone: (850) 638-6131
Fax: (850) 638-6134
paec.org

RE: Request school board approval of 2022-23 Resolutions for PAEC Services

Dear Superintendent Key,

We appreciate the opportunity to continue serving your school district in 2022-23!

Please find attached the annual resolutions for PAEC support service projects in which your district participates.

The following resolutions need school board approval and signatures:

- 2022-23 Resolution and Contract for District Participation in the Panhandle Area Educational Consortium
- 2022-23 PAEC Professional Development Center (PDC) Resolution and Contract for District Participation
- 2022-23 PAEC Human Resources Support Services Resolution and Contract for District Participation
- 2022-23 PAEC Gateway Educational Computing Consultants Resolution and Contract for District Participation
- 2022-23 PAEC Student Data Services Resolution and Contract for District Participation

After signatures, please return the signature page to Veronica Smith (veronica.smith@paec.org) (scanned in color or US mail). A final copy will be returned to you upon completion of signatures.

Invoices for each service will be sent to your finance office in July.

Thank you, again, for choosing PAEC for these services.

Sincerely,

John T. Selover
Executive Director

JTS/lsa

Attachments



Advancing Schools & Communities for Student Success

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



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

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

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

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

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

- I. SPECIFIC DISTRICT NEEDS.** That specific needs identified by the District School Board can be better met through cooperative programs/services undertaken with other participating school boards. Such needs include:
 - A. Educational/instructional needs of specific student populations.
 - B. Professional development often mandated by law, for both instructional and non-instructional personnel.
 - C. Supplementary contracted services to compensate for limited staff, staff time, or expertise in federal and state mandated programs.
 - D. Student evaluation services.
 - E. Reduction in overhead costs of administration and conducting specific programs/activities through pooling of resources.
 - F. Financial advantages of cooperatively bidding and/or purchasing: materials, supplies, equipment, services, and programs that afford district protection.

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

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

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

- A. For services rendered without direct assessment to the district, such as participation in various projects funded by the state or federal government (ex. FDLRS, SEDNET, Migrant Education, Title IV, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Alignment with the district's instructional professional development plan
 - 3. Alignment of program activity to the needs of the district
- B. For contracted services, (ex. Risk Management, Student Data Services, Gateway Finance/Payroll, Professional Development Center, My Virtual Classroom, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Cost efficiency
 - 3. Alignment of program activity to the needs of the district
 - 4. Benefits derived by the district. Fulfillment of obligations itemized in the contract
- C. For professional development provided, (ex. principal leadership academy, new teacher academy, online professional development via ePDC, add-on endorsement programs, leadership conference, etc.), your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Cost efficiency
 - 3. Alignment with the professional development needs of the district
- D. For cooperative programs/activities (ex. cooperative purchasing, etc.) involving pooling of districts' resources, your superintendent and staff will review:
 - 1. Quality of service provided, including professionalism of personnel involved
 - 2. Cost efficiency
 - 3. Alignment of program activity to the needs of the district

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

V. PENALTIES AND SEVERABILITY.

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

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

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

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

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

Page 5 of 5

4. Per Florida Statutes and Florida Administrative Code, approve all programs, projects, contracts, bids and procedures for operation of the Consortium as part of the District of Record's consent agenda. If an action is not approved, written explanation of just cause shall be provided to the PAEC Board of Directors within fourteen (14) days of the District of Record's decision.
- B. The Board of Directors for the Consortium shall be composed of the Superintendents of all Member Districts. The Directors will:
1. Determine all policies for operation of the Consortium.
 2. Determine programs, products, contracted services, and charges for services rendered by the Consortium.
 3. Determine Consortium salary schedule and compensation plan.
 4. Recommend establishment of positions and individuals for appointment to the District of Record.

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

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

VII. TERMS OF AGREEMENT. The term of this Agreement shall commence and be deemed in full force and effective as of July 1, 2022. The terms of this Agreement shall be one (1) fiscal year with an annual renewal option.

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

This Agreement among the Member Districts of the Consortium, as set forth in this resolution, will be in operation and effect from July 1, 2022, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium, shall be binding for one (1) fiscal year from said date of July 1, 2022.

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

For the above-described services, **THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for PAEC, the sum of \$12,429.20, payable upon completion of this resolution.

BOD approval: May 12, 2022

WCSB approval: June 13, 2022

**THE PAEC PROFESSIONAL DEVELOPMENT CENTER (PDC)
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION
2022-2023**



A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Professional Development Center** and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2022 and shall end on June 30, 2023.

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

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

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

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

I. SERVICES TO DISTRICT

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

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

Q. Provide additional services at no cost.

Services may include:

- a. Seek legislative funding for local initiatives.
- b. Grant writing assistance as requested.
- c. Collaborate with colleges and universities to share information across the consortium regarding upcoming trainings.
- d. Coordinate and provide an annual Leadership Conference event for district and school administrators.
- e. Coordinate the PAEC Literacy Council meetings with district reading staff and administrators.
- f. Coordinate the PAEC Principal Convening sessions.
- g. Coordinate the PAEC Guidance Counselors Convening sessions.
- h. Coordinate and facilitate Textbook Adoption Fairs, as needed or required by the State.

II. GOVERNANCE.

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

III. DISTRICT RESPONSIBILITIES

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

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

V. **DISTRICT FINANCIAL PARTICIPATION.** The District School Board of Gadsden, will pay for services received through participating in the PAEC PDC program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay a sum per most recent Survey 3 unweighted FTE at a rate of \$3.50/FTE. Reported Survey 3 unweighted FTE is **4,714.6 and the total participation sum is \$16,501.10**. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by August 15 of each year in which the district is participating.

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

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

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

B. SUSPENSION OF SERVICES BY PAEC

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

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

C. WITHDRAWAL BY FISCAL AGENT

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

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

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

For the above-described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent, and District of Record for PAEC and PAEC Professional Development Center, the sum of **\$\$16,501.10**, payable upon execution of this resolution/contract.

BOD approval: May 12, 2022

WCSB approval: June 13, 2022



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

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Human Resources Support Services** and **The District School Board of Gadsden County, Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2022 and shall end on June 30, 2023.

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

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

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

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

I. SERVICES TO DISTRICT

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

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

II. GOVERNANCE

PAEC Human Resources Support Services shall be under the PAEC Business Services Department.

III. DISTRICT RESPONSIBILITIES

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

IV. PAEC ASSETS

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

- V. DISTRICT FINANCIAL PARTICIPATION.** The District School Board of Gadsden will pay for services received through participating in the PAEC Human Resources Project. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$3,548.33 plus a sum per most recent unweighted FTE 3rd calculation as per the 2021-22 year's enrollment @ a rate of \$.66 per FTE. This contribution shall be the total obligation of each participant during the agreement year unless additional assessments are approved by the District. Payment must be made by the District and received by PAEC by August 15.

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

VII. TERMINATION OF AGREEMENT

A. TERMINATION BY DISTRICT

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

B. SUSPENSION OF SERVICES BY PAEC

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

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

C. WITHDRAWAL BY FISCAL AGENT

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

VIII. ADMINISTRATIVE/STAFFING

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

IX. EQUIPMENT PURCHASES AND TRANSFERS

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

For the above-described services, The District School Board of **Gadsden County**, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Human Resources Services, the sum of \$6,660.23, payable upon execution of this resolution/contract.



GATEWAY EDUCATIONAL COMPUTING CONSULTANTS PROJECT RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Gadsden, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC)** and **Gateway Educational Computing Consultants** and **The District School Board of Washington County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2022 and shall end on June 30, 2023.

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

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

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

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

- I. SERVICES TO DISTRICTS.** The general services to be provided by Gateway are:
 - A.** PAEC Gateway Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
 - B.** Contracting for software updates, maintenance, and technical assistance.
 - C.** Application of software updates implemented at hosting service.
 - D.** Training of district personnel with regard to:
 1. Initial and continuing implementation of system
 2. Operational changes required by software updates
 3. Operational changes per requirements of the Florida Department of Education.
 - E.** On-site and telephone consultation to provide technical assistance and problem correction.
 - F.** Technical assistance in the maintenance of files to provide long-term records
 - G.** Technical assistance in the operation of data processing equipment necessary to operate the system.
 - H.** Maintenance of disk packs required for software libraries and online user files.
 - I.** Technical assistance in providing required automated files to DOE.
 - J.** Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
 - K.** Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
 - L.** PAEC Gateway staff members will serve as backup Security Administrators to the District's Security Manager. As backup Security Administrators PAEC Gateway staff will provide: 1) security access for new users by creating new accounts and giving access to modules and/or screens, and 2) update security for current users who may change jobs or whose job responsibilities have changed. PAEC Gateway staff will have two individual user IDs/passwords with permissions for system-wide access on product setup, and inquiry only setup on finance and payroll. View only access will ensure security control are maintained. Passwords for these two users will change as set by the district and according to the ISCorp Contingency Plan.

PAEC will also have a PAEC user ID/password that will only be utilized to run jobs sent to the auditor general's office including other scheduled jobs as needed by the district.

II. GOVERNANCE

The PAEC Board of Directors has established the PAEC Gateway Educational Computing Consultants entity to work with districts on their financial data processing needs. As part of its work, the PAEC Gateway Educational Computing Consultants shall have an Advisory Committee. The Gateway/PAEC Project is administered under the PAEC Board of Directors extended to include the superintendents from non-PAEC districts participating in the Gateway Project, with each participating district having one (1) vote. Five (5) voting members present will constitute a quorum. Washington County School Board shall serve as Fiscal Agent and District of Record. The Gateway staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The Gateway PAEC Project shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan (for staff paid from project budget) and PAEC Overhead Funding Plan.

III. DISTRICT RESPONSIBILITIES

- A. Superintendent will appoint one representative to serve on the Advisory Committee and that person will serve as the primary Finance contact (POC) between PAEC Gateway and the district.
- B. POCs will designate a backup contact.
- C. Responsible for attending conference calls and trainings.
- D. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- E. Responsible for importing data into system.
- F. Responsible for facilitating internal training to district personnel.
- G. Responsible for setting up two individual IDs and passwords for Gateway staff to serve as backup Security Administrators, as needed. Responsible for setting up the general PAEC user ID and password. District will set permissions for individual users as follows: system-wide access on product setup, and inquiry only setup on finance and payroll. Passwords for these two users will change as set by the district and according to the ISCorp Contingency Plan.
- H. District will have established procedures to include periodic evaluations of all system changes to detect and remedy any unauthorized changes.

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

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden County will pay for services received through participating in the PAEC Gateway Educational Computing Consultants. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$17,100 plus a sum per most recent unweighted FTE 3rd calculation as per the 2021-2022 year's enrollment @ a rate \$1.6159371200. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

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

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

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

B. SUSPENSION OF SERVICES BY PAEC

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

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

C. WITHDRAWAL BY FISCAL AGENT

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

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

For the above described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Gateway Finance, the sum of \$ 21,287.82 for Gateway Services, the Skyward License Fee of \$30,054.35., and the ISCorp hosting fee of \$7546.61 - a total of \$58,888.78 - payable upon execution of this resolution/contract.



PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services**, and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2022 and shall end on June 30, 2023.

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

WHEREAS, The District School Board of Gadsden County Florida agrees to participate along with other participating and member districts in the PAEC Student Data Services and

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

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

- I. SERVICES TO DISTRICT.** The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:
 - A. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
 - B. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.
 - C. Upon mutually agreed dates, each district may utilize up to two days per year on-site with a Student Data Services staff member for either consultation with only primary and/or backup contact to provide technical assistance on any SIS application related problem or training for district staff on any SIS application related procedures.
 - D. Training of district MIS contact:
 1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
 2. Quarterly training sessions of pertinent procedures involving the Student Information System.
 3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
 - E. Weekly hot topic email newsletter.
 - F. Web repository of training documents and videos.
 - G. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.
 - H. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.

- II. GOVERNANCE.** The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate a backup contact. The POC and the backup will serve on the Committee until 1) a staff change is made prohibiting the appointed representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being

RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

Page 2 of 3

made. A quorum must be present to take action. The Committee will have a chair and a co-chair which will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee.

III. DISTRICT RESPONSIBILITIES

- A. Provide and report accurate and clean data.
- B. Responsible for attending conference calls and trainings.
- C. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- D. Responsible for importing data (i.e. test scores) into system.
- E. Responsible for facilitating internal training to district personnel.

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

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden County, Florida will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$13,500 plus a sum per most recent unweighted FTE 3rd calculation and Workforce Development Information System (WDIS) as per the 2021-22 year's enrollment @ a rate of \$1.18. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

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

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

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

B. SUSPENSION OF SERVICES BY PAEC

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

- Make full payment by September 15th of each year
- For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by September 1st of each year

C. WITHDRAWAL BY FISCAL AGENT

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

PAEC STUDENT DATA SERVICES

RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

Page 3 of 3

- VIII. ADMINISTRATIVE/STAFFING.** PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.
- IX. EQUIPMENT PURCHASES AND TRANSFERS.** The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

For the above described services, The District School Board of Gadsden County, Florida, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, the sum of \$19,193.58 - payable upon execution of this resolution/contract.



**Master Resolution and Contract
for District Participation in PAEC Central Services
2022-23**

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

Service:	District Assessment:
PAEC Membership Services	\$12,429.20
Professional Development Center	\$16,501.10
Human Resources Support Services	\$6,660.23
Gateway Educational Computing Consultants (Finance/Payroll) <i>Gateway Support Services (\$3,430.68 credit)</i>	\$21,287.82
<i>Skyward License Fee (flow through to Skyward)</i>	\$30,054.35
<i>ISCorp Hosting Fee (flow through to Skyward)</i>	\$7,546.61
Student Data Services <i>Student Data Support Services (\$555.56 credit)</i>	\$19,193.58
TOTAL	\$113,672.89

APPROVED

School Board of Gadsden County

**School Board of Washington County on
behalf of Panhandle Area Educational
Consortium**

Elijah Key, Superintendent

Herbert J. Taylor, Superintendent

Date:

Date:

Leory McMillan, Board Chairman

Milton Brown, Board Chairman

Date:

Date:

John T. Selover, Executive Director
Panhandle Area Educational Consortium

Date:

BOD approval: May 12, 2022
WCSB approval: June 13, 2022

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM: RFP 2022-0003 Continuing Services for
Construction Managers on Minor Projects (up to \$2,000,000.00)

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: The Review Committee recommends that the Board
award continuing services contracts to the three (3) highest scoring applicants: Allstate
Construction, Cook Brothers, Inc. and Southland Contracting. There is no guarantee of work
with these contracts.

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:  8/15/22

Review Tabulation sheet for RFP 2022-0004 CM Continuing Services

CM's Name	Possible Points																Comments	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		17
Possible Points	16	1	15	17	1	1	10	1	1	1	1	1	1	1	15	15	100	
AJAX CONSTRUCTION	10	1	15	17	1	1	10	1	1	1	0	1	1	1	15	15	93	SJ RESPONSE TIME 72 HRS OH&P 16.5%,15.5%, 13%, 10.5% 9.5%
Grand Total	16	1	15	17	1	1	10	1	1	1	1	1	1	1	15	15	285	
ALLSTATE CONSTRUCTION	15	1	15	17	1	1	10	1	1	1	1	1	1	1	15	15	99	SJ RESPONSE TIME 2 HRS OH&P 13%, 11%, 9% 7%, 6%
Grand Total	16	1	15	17	1	1	10	1	1	1	1	1	1	1	15	15	299	
COOK BROTHERS INC	16	1	15	17	1	1	10	1	1	1	1	1	1	1	15	15	100	SJ RESPONSE TIME 0.5 HRS OH&P 15%, 14%, 13%, 12%, 11%
Grand Total	16	1	15	17	1	1	10	1	1	1	1	1	1	1	15	15	300	
CULPEPPER CONSTRUCTION	16	1	15	16	1	1	10	1	1	1	1	1	1	1	15	13	97	SJ RESPONSE TIME 24 HRS OH&P 15%, 15%, 15%, 15%, 15%, 15%
Grand Total	16	1	15	16	1	1	10	1	1	1	1	1	1	1	15	15	286	
SOUTHLAND CONTRACTING	16	1	15	15	0	1	10	1	1	1	0	1	1	1	15	15	96	SJ RESPONSE TIME 3 HRS OH&P 9%, 9%, 8%, 7% 6%
Grand Total	16	1	15	17	1	1	10	1	1	1	1	1	1	1	15	15	296	
TIP TOP CONSTRUCTION	1	1	10	15	1	1	10	1	1	1	1	1	1	1	15	10	73	SJ NO RESPONSE TIME OH&P 18%, 15%, 15%, 13%, 12%
Grand Total	1	1	12	15	1	1	10	1	1	1	1	1	1	1	15	10	242	
Grand Total	15	1	13	15	1	0	10	1	1	1	1	1	1	1	15	15	94	


 Signature Director of Facilities

08-04-2022
 Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: August 16, 2022

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

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM:

Request for School Board approval to issue a purchase order to Brooks Building Solutions in the amount of \$375,387.00. The submitted proposal refers to an Omnia Partners cooperative contract (Region 4 ESC Contract #R200401) with certified proposal number R200401-FL-316839 with Membership Number 1140970. Attached is a copy of the proposal for labor and materials for the replacement of two chillers.

FUND SOURCE: ESSE2 Project

AMOUNT: \$375,387.00

PREPARED BY: Bill 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 2

CHAIRMAN'S SIGNATURE: page(s) numbered 2

REVIEWED BY:  8/2/22



PROPOSAL

West Gadsden Middle School
Bill Hunter
Chiller Replacements
August 1, 2022

We propose to furnish the following equipment and services for the above referenced project. Upon approval of Customer's credit check, Brooks Building Solutions (BBS) will invoice for 50% of the project amount for material purchase and mobilization. The project will not commence until the payment of the 50% invoice has been deposited by BBS. Brooks Building Solutions standard TERMS AND CONDITIONS apply to this proposal and price quotation.

Scope of Work:

- Mobilization of tools and material to site.
- Perform inspection of the existing work area prior to commencing any work.
- Perform lock out tag out unit chiller for replacement.
- Disconnect electrical, controls, and piping from existing chiller.
- Provide all necessary crane and rigging for chiller replacement.
- Rig and remove existing chillers from chiller yard.
- Rig and set (2) two new Daikin AGZ170E chillers at chiller yard on existing pads.
- Provide labor and material to extend existing chilled water piping and connect to new chillers (Piping to be sch 40 carbon steel welded pipe to match existing).
- Provide labor and material to install necessary pipe fittings, gauges, and thermometers in chilled water piping for new Daikin Chillers.
- Provide labor and material to insulate new chilled water piping, insulation to be foam glass with aluminum jacketing to match existing.
- Provide labor and material to replace Chiller 1 & 2 breakers per recommended MOCP.
- Provide Daikin Factory startup of chiller and verify operation

Equipment Description:

(2) Daikin Applied Air Cooled Scroll Chillers, each complete with:

- Unit Tag(s): CH – 1 & CH - 2
- Model: AGZ170E
- Fully painted construction
- 3 compressors per circuit
- Micro channel condenser coils with Electrofin epoxy coating
- Phase protection with Under and over voltage protection with LED
- Ground fault protection for the entire unit
- Thermal dispersion flow indicator on evaporator
- Universal chill water connection

- Single layer insulation to suction piping at each compressor
- Electronic expansion valves
- Replaceable filter drier and liquid line valves – No hot gas bypass
- BACnet MS/TP communication card
- 460/3/60 single-point electric power with disconnect and circuit protection
- 5-year entire unit parts, labor, and refrigerant warranty provided by Daikin Applied per their standard terms and conditions

This proposal does not include:

- Anything not specifically listed above

Price: _____ **\$375,387.00**

- This proposal is only valid for thirty (15) days from the date of issue.
- Full freight is allowed, and all applicable taxes are included.

TERMS AND CONDITIONS

This agreement is subject to the **TERMS AND CONDITIONS** included in this Proposal.

Brooks Building Solutions

Gadsden County School District

Dustin Morgan

Dustin Morgan

Date: 08/01/2022

Date: _____

OMNIA

PARTNERS

Certified Proposal Number: R200401-FL- 316839
OMNIA Membership Number: 1140970

Proposal is provided in accordance with Region 4 ESC Contract #R200401 available via OMNIA Partners and the terms and conditions (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) thereunder which shall govern this Proposal and the corresponding scope of work as described herein and are incorporated by this reference.

EXHIBIT C

BROOKS BUILDING SOLUTIONS TERMS AND CONDITIONS

Revised: March 16, 2021

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, WITHOUT NOTICE, IN THE SOLE DISCRETION OF BROOKS BUILDING SOLUTIONS, INC. ("BBS" OR "WE", "US", "OUR"). CHANGES AND AMENDMENTS TO THESE TERMS AND CONDITIONS WILL BE POSTED TO OUR WEBSITE (<https://brookssolutions.net/about/terms-and-conditions/>). YOU WILL RECEIVE NO OTHER NOTICE OF CHANGES OR AMENDMENTS TO THESE TERMS AND CONDITIONS. These Terms and Conditions posted on our website shall govern and take precedence over any other version of Terms and Conditions that may be included in any other Agreement (as defined below).

General

- Application.** These Terms and Conditions ("Terms") apply to any sale of equipment, materials, parts, or supplies ("Goods") and/or services ("Services") sold and furnished by BBS (together, the "Goods and Services") and covered by any BBS proposal, purchase order, invoice, service agreement and/or other agreement (which, when combined with these Terms and any other documents incorporated by reference, will constitute the "Agreement"). As used herein, the term "Customer" refers to any party who enters into an Agreement with BBS by which BBS agrees to sell or furnish Goods and Services to such party and acceptance of these Terms is an express condition of such a sale.
- Payment and Taxes.** Payment of any invoice issued by BBS in connection with this Agreement shall be due upon receipt. BBS reserves the right to require cash payment or other alternative method of payment prior to completion of work if BBS determines, in its sole discretion, that the Customer's financial condition at any time justifies such payment. BBS reserves the right to suspend or terminate the Services anytime payments have not been paid in accordance with this Agreement. In addition to the contract price, the Customer shall pay BBS any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement. Payments not received within thirty (30) days of the date due, BBS shall accrue interest at the rate of 1.5% per month until paid.
- Customer's Covenants and Obligations.** Customer covenants and agrees, at all times during the term hereof, to:
 - Provide a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service;
 - Keep areas adjacent to Goods free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified Service;
 - Promptly notify BBS of any unusual operating conditions.
 - Upon mutual agreement of a timely schedule, allow BBS to stop and start equipment as necessary to perform Service.
 - Provide the daily, routine, equipment operation (if not part of this Agreement) including availability of routine Equipment log readings.
 - Operate the equipment properly and in accordance with instructions; and
 - Assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.
- Hazardous Materials.** BBS is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that BBS encounters any asbestos, mold product or any hazardous material in the course of performing its work, BBS may suspend its work and remove its employees from the project site until such product or material, and any hazards connected with it, are abated. BBS shall receive an extension of time to complete its work and compensation for delays encountered as a result of such hazardous materials.
- BBS Devices.** During the Term and in combination with certain services, BBS may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) (each a "BBS Device") that shall remain the sole property of BBS. No BBS Device installed or attached to real property shall become a fixture thereof. Customer shall not acquire any right, title or interest in or to a BBS Device.
- Force Majeure.** Neither party shall have any liability hereunder for delays caused occasioned by a Force Majeure. As used herein, "Force Majeure" shall mean an event, casualty, occurrence, condition, or circumstance of any kind or nature reasonably beyond the control of either party, having a direct, material adverse effect on a party's ability to perform any of its obligations under this Agreement, in full or in part and which, with the exercise of due care, such party could not reasonably have been expected to avoid, including, without limitation, compliance in good faith with any applicable domestic or foreign government regulation or order whether or not it proves to be invalid, acts of God, acts or omissions of any governmental authority, war, blockage, insurrection, riot, sabotage, terrorist activity, fire, explosion, flood, nuclear emergency, epidemic, landslide, earthquake, or similar cataclysmic occurrence, hurricane, or tornado.
- Termination.**
 - Early Termination by Customer.** Customer shall have the right to terminate this Agreement upon a breach of BBS' obligations hereunder which is not cured within thirty (30) days following written notice and opportunity to cure.

Page 3 of 5

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

(b) **Early Termination by BBS.** BBS shall have the right to terminate this Agreement upon any breach of Customer's obligations hereunder that is not cured within thirty (30) days following written notice and opportunity to cure. BBS shall have the right to immediately terminate this Agreement upon the commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, or in the event Customer shall become insolvent, make a general assignment for the benefit of creditors, or shall fail to pay its debts as and when they become due.

(c) **Effect of Termination or Expiration.** Upon early termination or expiration of this Agreement, BBS shall be given immediate access to Customer locations to disconnect and remove any BBS personal proprietary property or devices as well as remove all BBS owned parts, tools and personal property. Additionally, Customer agrees to pay BBS for all costs incurred by BBS in connection with this Agreement through the effective date of termination.

8. **Non-Solicitation.** Customer shall not, for whatever reason, directly or indirectly, whether for its or his own account or for the account of any other person or entity: (i) employ or engage any employee of BBS (each a "BBS Employee"), solicit for employment or engagement a BBS Employee, or encourage a BBS Employee to leave his or her employment or engagement at BBS; or (ii) in any way interfere with the relationship between BBS and any BBS Employee working at BBS. Should Customer employ or engage any BBS Employee, Customer shall pay to BBS liquidated damages of two (2) times the annual salary of such BBS Employee. The parties agree that in the event a BBS Employee is employed or engaged by Customer, BBS will suffer damages which are difficult to ascertain and that such amount is a reasonable estimate of BBS' damages and is not a penalty.

9. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BBS, ITS SUBSIDIARIES, AFFILIATED ENTITIES, OFFICERS, EMPLOYEES, AGENTS, OR ITS SUPPLIERS (EITHER JOINTLY OR SEVERALLY) BE LIABLE TO COMPANY OR ANY OTHER PERSON, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OR OTHER LOSS OF ANY CHARACTER, RELATING TO THE SERVICES PROVIDED HEREUNDER, THIS AGREEMENT OR ACTIVITIES RELATING THERETO EVEN IF BBS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMIT OF THE AGGREGATE LIABILITY OF BBS FOR DIRECT DAMAGES SHALL NOT EXCEED THE CONSIDERATION PAID BY CUSTOMER FOR THE GOODS AND/OR SERVICES, SUBJECT TO BBS' RIGHT OF REMOVAL AND RETURN OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT TO BBS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE THEN BBS' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

10. **Claims.** Any claim arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought pursuant to Section 11, within one (1) year from the date the claim arose.

11. **Disputes.** Any controversy or claim (each a "Dispute") arising out of or relating to this Agreement, or the breach thereof, which cannot be settled by good faith negotiation between the parties hereto, shall be settled in accordance with the following:

(a) **Mediation.** The parties shall endeavor to settle the Dispute by mediation in accordance with the then current mediation rules of the American Arbitration Association ("AAA"). The mediation process shall be initiated by a party giving a Notice of Request for Mediation ("Request") to the other party, specifying the scope of the requested mediation. If the parties are unable to agree upon a mediator within ten (10) days of the date of the Request, then they shall request AAA to appoint a mediator, and the parties hereby agree to such mediator's service. The mediator's compensation and expenses shall be advanced equally by the parties. The place of mediation shall be Jacksonville, Florida, at any location as the mediator directs, having due regard for the convenience of the parties and of the mediator. All applicable statutes of limitation shall be tolled during the existence of any AAA mediation under this Section 11(a).

(b) **Arbitration.** If the Dispute has not been resolved pursuant to Section 11(a) within ninety (90) days of the commencement of such procedure (this period may be extended by mutual agreement), which commencement is a condition precedent to the initiation of proceedings under this Section 11(b), or if either party will not continue with said procedure, then the Dispute, including the arbitrability of the Dispute or any issue, shall be settled by binding arbitration in accordance with then current Construction Industry Arbitration Rules of AAA by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by AAA. The arbitrator shall have experience in the construction industry and shall have served previously as an adjudicator of business disputes. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of State law inconsistent therewith or that would produce a different result. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrator directs, having due regard of the convenience of the parties, of witnesses and of the arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrator may consolidate arbitrations involving common questions of law or fact. The arbitrator may make any order to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense that justice requires. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys' fees and costs to the prevailing party. The arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive or consequential damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction.

12. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, with respect to the subject matter hereof.

13. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Customer may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of BBS.

Service (Mechanical, Controls, Electrical) and Repairs

These Service and Repairs Terms ("Services Terms") incorporate in their entirety by this reference Sections I through 13 above and include the following:

14. **Working Hours.** All Services, including major repairs, will be performed between 8 a.m. to 5 p.m. Monday through Friday unless otherwise agreed. Services performed outside of the foregoing hours shall be billed at the Overtime Rate or Holiday Rate, as applicable. As used herein, the "Overtime Rate" shall mean one and one-half (1 1/2) times the standard rate. The "Holiday Rate" shall mean two (2) times the standard rate and shall apply to all Services performed at any time on a federal holiday.

15. **Response Time.** BBS will use commercially reasonable efforts to respond to all calls within a four (4) hour time period.

16. **Additional Service.** Additional services or parts requested by Customer will be provided upon receipt of Customer's written authorization and invoiced at BBS' prevailing labor rate for the service area, plus mileage and consumables. In the event BBS is required to make any repairs, replacements, or emergency calls occasioned by improper operation or misuse of the Goods or any cause beyond BBS' control, including but not limited to thermostat setting, air balancing or equipment resetting, Customer shall reimburse BBS for all expenses incurred in making such repairs, replacements, or emergency calls.

17. **Repair or Replacement.** Notwithstanding any warranty provisions, BBS shall not be responsible for repair or replacement of any heating, ventilation, and air conditioning ("HVAC") or energy management and control systems ("EMCS") equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, acts of God, other contractors, maintenance personnel, tenants, or any other party. BBS shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authorities. However, in the event any such recommendations occur, BBS, at its option, may submit a proposal to Customer for performance of such work. BBS shall not be required to repair or replace equipment that has not been properly maintained.

18. **Warranty.** For a period of ninety (90) days from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

19. **Equipment Condition and Recommended Service.** Upon any scheduled operating and/or stop inspection should BBS determine the need for repairs or replacement, BBS will provide the Customer in writing an "Equipment Condition" report, in addition to this Agreement, which includes recommendations for corrections and the price for repairs. In the event BBS recommends certain Services or repairs, and the Customer does not elect to have such Services properly performed in a timely fashion, BBS shall not be responsible for any resulting Equipment or control failures, operability and any long-term damage that may result. BBS at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such Equipment from this Agreement, adjusting the price accordingly.

Controls, Electrical and Service Projects

These Construction Terms ("Construction Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

20. **The Work.** BBS will supervise, perform and direct construction services in connection with a separate written construction agreement executed by BBS and Customer (the "Work"). The Work will be performed using BBS's best efforts, skill and attention. BBS shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement in accordance with best industry practices, unless the Agreement provides other specific instructions concerning these matters. BBS shall perform the Work in a good and workmanlike manner consistent with best industry standards in full compliance with all applicable governmental laws, codes and regulations, and shall prosecute such Work through to completion with reasonable due diligence and continuity.

21. **Provision and Payment.** Unless otherwise provided, BBS shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

22. **Warranty.** For a period of one (1) year from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

23. **Fees and Taxes.** Unless otherwise provided, BBS shall pay all sales, consumer, use, and other similar taxes that have been legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

24. **Condition of Site.** BBS shall keep the work site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, BBS shall remove from and about the work site waste materials, rubbish, BBS's tools, construction equipment, machinery and surplus materials.

25. **Access and Instructions.** BBS shall provide Customer access to the Work in preparation and progress wherever located. BBS shall comply with all reasonable instructions and requirements of Customer provided same are not inconsistent with this Agreement.

Equipment and Parts

These Parts Terms ("Parts Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following specific provisions:

26. **Condition of Goods.** Customer represents and warrants to BBS that the Goods are in proper working condition upon execution of the Agreement. BBS may inspect the Goods within sixty (60) days of the effective date of the Agreement (unless such inspection cannot be performed due to seasonal or other conditions, in which case BBS shall have sixty (60) days from the first date on which such inspection is able to be performed) and inform Customer in writing of any malfunctions or defects in the Goods. BBS shall make recommendations and assist Customer in restoring the Goods to proper operating condition, however, Customer shall be solely responsible for all costs associated with such restoration.

27. **Suitability.** Before using any Goods, Customer shall determine the suitability of such Goods for Customer's intended use. Customer shall assume all risk and liability whatsoever resulting from the use of the Goods.

28. **Material and Workmanship Warranty.**

(a) **Sole Express Warranty.** BBS warrants that the Goods conform to BBS' proposal and any specifications directly incorporated into the Agreement. Parts sold by BBS are new and warranted against defects in material and workmanship in accordance with the terms and conditions of the Original Equipment Manufacturer ("OEM") warranty.

(b) **Exclusive Remedy.** In the event of a defect in material or BBS' workmanship, BBS' sole obligation is to repair or provide replacement parts for the Goods, at its option. All parts to be shipped F.O.B. point of manufacture. Removal and reinstallation expenses for replacement parts are the responsibility of the Customer and will be billed at BBS' then prevailing labor rates. Repair or replacement does not alter or extend limits on liability and warranty established at sale. If BBS fails to so repair or replace, BBS' liability shall not exceed the contract price of the specific defective Goods. It is agreed that there is no failure of essential purpose of this warranty so long as BBS is willing to repair or replace defective Goods.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM: Purchase Order Request for Osceola Supply

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: Request for Board to approve a purchase order in the amount of \$80,000.00 for the 2022-2023 fiscal year with Osceola Supply for custodial supplies. This is for continuing services that were originally bid with ITB 1718-01.

FUND SOURCE: 1100E 7900 5100 9020 15000

AMOUNT: Amounts per Bid – Purchase Order Request for \$80,000.00

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:  8/1/22



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

June 9, 2022

Ms. Heather Bollinger, Contract Manager
Osceola Supply, Inc.
915 Commerce Boulevard
Midway, FL 32343

Dear Ms. Bollinger,

In preparation for the upcoming fiscal year, we are contacting you in reference to ITB No. 1718-01 Custodial Supplies-District Wide. 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 Price Sheet dated 4/5/18). 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.

[X] I agree to extend our services at the same price and schedule as the original agreement (ITB No. 1718-01 with Price Sheet dated 4/5/18) starting July 1, 2022 through June 30, 2023.

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

Signature

Date

[Handwritten signature]

7.13.2022

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 of William B. Hunter, Jr.]

William B. Hunter, Jr.
Director of Facilities

WBH/aeo

Cathy S. Johnson
DISTRICT NO. 1
HAYANA, FL 32333
MIDWAY, FL 32343

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

Leroy McMillan
DISTRICT NO. 3
CHATTASCOCHEE, FL 32324
CHICKSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GREYNA, FL 32332
QUINCY, FL 32352

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

Item Description [Pricing good for Two (2) years with the option to renew annually for a maximum of 3- (1) one year extensions if mutually agreed upon.]	Unit/Size (Each, Case, Carton, Etc.)	Quote Price (Per Unit/Size)	Quote Price (Per Pallet Quantity - if applicabl e)	Quote Price (if delivered directly to warehou se)	Quote Price (if delivered directly to school site)
Acritan Bowl Mops	Each				
All-purpose Cleaner	1 Gal/Case of 4	26.25			
All-purpose Cleaner	Single Use Packets/Case/Quantity*				
Anti-Bacterial Hand Soap	1 Gal/Case of 4	17.63			
Brooms, push 36" w/5 screw type handle mixed horsehair, durene border, T. plastic ctr.	Each				
Brooms, push 48" w/5 screw type handle mixed horsehair, durene border, T. plastic ctr.	Each				
Brooms, stick warehouse, large #36 lb. broom corn filler 1 wire band 4 string bands	Each 8/1				
Buffing Pads Black 13"	Box of 5 6.08				
Buffing Pads Black 20"	Box of 5 12.44				
Buffing Pads Green 13"	Box of 5 6.08				
Buffing Pads Green 20"	Box of 5 12.44				
Buffing Pads Red 13"	Box of 5 6.08				
Buffing Pads Red 20"	Box of 5 12.44				
Can Liner 24x26 (High Density - 8 mic.)	Box of 1,000 13.74				
Can Liner 24x33 (High Density - 8 mic.)	Box of 1,000 14.25				
Can Liner 30x37 (High Density - 10 mic.)	Box of 500 15.60				
Can Liner 38x58 Black (Low Density - 1.25/1.3 mic.)	Box of 100 17.32				
Can Liner 55 Gallon (High Density - 16 mic.) 17 mic.	Box of 100 200 26.28				
Carpet Extract Cleaner	Case of 4 31.73				
Cleaner Degreaser Used at 3 Concentrates	Case of 4 21.17				
Cleaner Degreaser Used at 3 Concentrates	Single Use Packets/Case/Quantity*				
Cleaner Hydro Peroxide Modified, Multipurpose	2 Liter/Case of 4				

Cleaner Hydro Peroxide Modified, Multipurpose	Single Use Packets/Case/Quantity*				
Cleaning Rags	Box of 200				
Commercial Corn Brooms	12" Each				
Contoured Bowl Brush	Set/Each				
Custodial Carts with Bags	Each	160.40			
Deodorant (Highly Dilutable)	1 Gal/Case of 4	18.87			
Deodorant (Highly Dilutable)	Single Use Packets/Case/Quantity*				
Disinfectant Cleaner	2 Liter/Case of 4				
Disinfectant Cleaner	Single Use Packets/Case/Quantity*				
Disinfectant Spray Cleaner	Pk of 6 per case				
Draw & Tie Can Liners (10-15 gal/24x28)	Box of 300				
Draw & Tie Can Liners (10-15 gal/33x38)	Box of 150				
Dust Mop Frame 24"	Each	3.10			
Dust Mop Frame 36"	Each	3.10			
Dust Mop Frame 48"	Each	4.48			
Dust Mop Frame Handle	Each	5.39			
Dust Mop Head 24"	Each	4.02			
Dust Mop Head 36"	Each	4.62			
Dust Mop Head 48"	Each	5.96			
Entrance Mats 4x6 (Heavy Weight - Ribbed)	Each	96.55			
facial tissue, white	Box 30 btl	14.33			
Floor Finish	5 Gallon	40.00			
Floor Wax Stripper (58-60% Active Ingredients)	5 Gallon	30.00			
Foam Soap Anti-Bacterial	1000 mL/Case of 6	29.05			
Fold Towel Dispenser (Multi-Fold)	Each	11.00			
Fold Towel Dispenser (Single-Fold)	Each				
Furniture Polish Spray	Pack of 12	33.68			
Glass Cleaner (Dilutables)	1 Gal/Case of 4				
Glass Cleaner (Dilutables)	Single Use Packets/Case/Quantity*				
Graffiti Remover	15 oz./Case of 12	39.59			
Graffiti Wipes	Carton of 6				

Gum Remover (Aerosol)	Each	37.58		
Hand Sanitizer	Case of 6			
Heavy Scrub Pads	Pack of 5			
High Duster - 28"	Each			
HydroDry, Carpet Dryer - .5hp	Each			
Latex Gloves (Large)	Box of 100	Case of 100 34.00		
Latex Gloves (Medium)	Box of 100	Case of 100 34.00		
Latex Gloves (X-Large)	Box of 100	Case of 100 34.00		
Lobby Dust Pan	Each	6.89		
Medium Scrub Pads	Pack of 5			
Mop Handles Wet Quick Change	Each	6.21		
Mop Wringer & Bucket (With Handle)	Each	59.25		
Office Waste Basket 26 qt. (Rubbermaid or Equal - Non-Flammable)	Each			
Plastic Dust Pan	Each			
Polish Pads White 20" Full 1" Thick	Box of 5	17.44		
Qt. Spray Bottles (Sprayer & Bottles)	Each			
Qt. Spray Bottles (Sprayer & Bottles)	Case			
Replacement Bags for Custodial Carts (34 gal)	Each	47.91		
Roll Towel Dispenser (12" - 15")	Each	28.88		
Rubbermaid "Brute" Trash Receptacles (44 gallon with wheels)	Each			
Sanitary Napkins	Pack of 250			
Sanitary Wax Bags	Pack of 500			
Soap Dispenser for Foam	Each	Free with purchase of our Soap		
Stripper (Low Odor)	5 Gallon	40.00		
Stripping Pads Black 20" Full 1" Thick	Box of 5	17.44		
Synthetic Gloves (Large)	Box of 100			
Synthetic Gloves (Medium)	Box of 100			
Synthetic Gloves (X-Large)	Box of 100			
Tissue Dispenser (Single)	Each			
Tissue Paper Disp. (Double)	Each			
Toilet Seat Cover Dispenser	Each	5.20		
Toilet Seat Covers	250 per pack/Cartron of 4 packs	32.13		

Toilet Tissue (500 Sheet 2 Ply/3.2 or 3.5x4.5)	Case/80 Rolls	32.87			
Toilet Tissue 9" Jumbo Rolls (2 Ply - 1000')	Case/12 Rolls	24.20			
Towel Center Pull (600 Min. 2 Ply)	Case/6 Rolls				
Towel Roll Brown (800 ft. Per Roll)	Case/6 Rolls				
Towels Multi Fold (Full Sheet)	250 per sleeve/Case of 16 sleeves	12.25			
Towels Roll White (800 ft. Per Roll)	Case/6 Rolls	17.40			
Towels Single Fold	250 per pack/Carton of 16 packs				
Trash Can Dolly	Each	35.71			
Trash Receptacle Dome Lid for Rubbermaid "Brute"	Each				
Urinal Screen	Carton of 10	13.13			
Vomit Control	Each	29.69			
Wastebasket - 7 gal./Black	Each	5.50			
Wet Floor Signs (yellow plastic)	Each	5.88			
Wet Mops 16 oz.	Each	3.38			
Wet Mops 24 oz.	Each	4.67			
Wet Mops 32 oz.	Each	5.46			
Wiping Clothes (Cloth/16 oz.)	Carton of 12				
TOTAL			\$	\$	\$

***NOTE: Please indicate how many single use packets there are per case price.**

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

Addendum No _____ Dated _____

Addendum No _____ Dated _____

Addendum No _____ Dated _____

Addendum No _____ Dated _____

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

Heather Bollinger / Contract manager Heather Bollinger 4/5/18
Authorized Representative's Name/Title Authorized Representative's Signature Date

Osceola Supply, Inc. (850) 580-9800 (850) 580-8001
Company's Name Telephone Number FAX Number

915 Commerce Blvd Midway FL 32343
Address City State Zip Code

Landon Davis (850) 544-1437 (850) 580-9800 (850) 580-8001
Area Representative Cell Number Telephone FAX Number

59-3181370 ldavis@osceolasupply.com
(FEIN) Federal Employer's Identification Number E-mail

Heather Bollinger Heather Bollinger
Signature of Authorized Officer/Agent: Typed or Printed Name

(Bid MUST be signed by an officer or employee having authority to legally bind the bidder.)
I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the public Records Act, Chapter 119, and F.S. By signing and submitting this proposal I certify that I am authorized to sign this bid for this vendor and further certify unconditional acceptance of the contents of this ITB, all Attachments, Worksheets, Appendices, Supplemental Materials and the content of any Addendum released hereto.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM: Request for Amendment to Professional Services Agreement with DAG Architects, Inc.

DIVISION: Facilities Department

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

PURPOSE AND SUMMARY OF ITEM: On March 22, 2022, the Board approved the awarding of RFQ 2021-0008 Architectural Services for the New K-8 School to DAG Architects, Inc. and the Chairperson signed the agreement which included a scope of work. DAG Architects, Inc. has provided additional services related to the new school but these were not included in the original scope of work. This request is for the Chairperson to sign the Amendment to the original agreement. Attached are the following: fully executed American Institute of Architects Standard Form of Agreement between Owner and Architect including Exhibit A signed on March 3, 2022, draft Amendment to the Professional Services Agreement, letter from DAG Architects, Inc. and list with dates of additional services.

FUND SOURCE: Special Facilities Construction Fund from Insurance Loan

AMOUNT: \$29,837.50

PREPARED BY: William Hunter

POSITION: Facilities Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered Page 1 of the amendment

REVIEWED BY:

AIA[®] Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

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

*Gadsden County Public Schools
35 Martin Luther King Jr, Blvd
Quincy, FL 32351*

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

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

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

A new K8 School and master plan design on the existing James A. Shanks Middle School site to include design, construction documentation and construction administration for a new combined elementary and middle school of approximately 250,000 GSF and accommodating 1,646 students.

The Owner and Architect agree as follows.

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

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

TABLE OF ARTICLES

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Plant survey Number 5 Version 1 issued by the Florida Department of Education.

§ 1.1.2 The Project's physical characteristics:

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

See Exhibit A, Architects proposal and description of work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See Exhibit A, Architects proposal and description of work.

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

.1 Design phase milestone dates, if any:

Init.

Schematic Design to be submitted to the Florida DOE Facilities Department NLT June 1, 2022, Completion of the rest of the construction documentation process to be completed subsequent to Legislative approval of the Special Facilities Funding request in subsequent years.

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk selected by the School Board

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

Meet or exceed Florida State Statute requirements for public facilities

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

*Mr. Bill Hunter
Director of Facilities
35 Martin Luther King Jr. Blvd
Quincy, FL 32351
Telephone: (O) 627-9888/(C) 850-508-8924*

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

N.A.

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

.1 Geotechnical Engineer:
Southern Earth Science

.2 Surveyor:
TBD

.3 Other, if any:
*Threshold Inspection Services – TBD
Toxic/Hazardous Materials Survey/Abatement – TBD
Site Environmental Assessments – TBD*

Init.

Mechanical & Electrical Systems Commissioning - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

*Jack Baker, AIA, FCP
1223 Airport Road
Destin, FL 32547
Telephone Number: 850-217-1769*

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

*Pennoni Structural Engineers.
Justin Duncan, PE
1705 South Gadsden Street
Suite 100
Tallahassee, FL 32301*

.2 Mechanical Engineer:

*Watford Engineering
David Watford, PE
2872 Madison Street
Marianna, FL 32446*

.3 Electrical Engineer:

*HG Consulting Engineers
Dan White, PE
142 Eglin Parkway
Fort Walton Beach, FL 32548*

§ 1.1.11.2 Consultants retained under Supplemental Services:

1. *Civil Engineering*

*Kimley-Horn
Cameron Snipes, PE
2615 Centennial Boulevard
Suite 200
Tallahassee, FL 32308*

2. *Data Communications, Security & Access Control
TBD*

3. *Food Service*

*Futch Design Associates, Inc.
Greg Futch, FCSI
7948 Goodwood Boulevard
Baton Rouge, LA 70806*

4. *Landscape Architecture*
Kimley-Horn
Shawn Kalbli, RLA, ASLA
2615 Centennial Boulevard
Suite 200
Tallahassee, FL 32308

5. *Acoustical & Audio Visual*
Chuck Walthal & Associates
200 Swift Creek Drive
Cantonment, FL 32533

§ 1.1.12 Other Initial Information on which the Agreement is based:

See Exhibit A, Architects proposal and description of work.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits as set forth in Exhibit B.

Init.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits as set forth in Exhibit B.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits as set forth in Exhibit B.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits as set forth in Exhibit B.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Subsequent to receipt of the School Boards approval of the Schematic Design Documents the Architect shall submit the documents to the Florida Department of Education Facilities Department for review and approval prior to submission to the Special Facilities Committee.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

(Paragraphs deleted)

- .1 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and agreeable to the Owner.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner & Architect
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	Architect if required
§ 4.1.1.4 Existing facilities surveys	NA
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	NA
§ 4.1.1.7 Development of Building Information Models for post construction use	NA
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	By Construction Manager
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	Architect

Intt.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	By Construction Manager
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect or Owner TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	NA
§ 4.1.1.26 Multiple bid packages	By Construction Manager
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect & Owner TBD
§ 4.1.1.29 Other services provided by specialty Consultants	See Exhibit A
§ 4.1.1.30 Other Supplemental Services	See Exhibit A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit A, *Architects proposal and description of work.*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A, *Architects proposal and description of work.*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

Inlt.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty (40) visits to the site by the Architect during construction. Bi-monthly per the DMS Fee Curve. 80 Site visits if Owner accepts proposes price for weekly site observations.
- .3 One(1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Six (26) months of the date of the Notice to Proceed subsequent to Legislative funding approval, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, are to be provided by the Construction Manager. The Architect shall be allowed to depend on the accuracy of the Construction Manager's estimates during preparation and completion of the construction documents. If the lowest bona fide bids or negotiated proposals exceed the Owner's budget, and modifications to the construction documents are required to bring the project into alignment with the budget, the Architect shall be allowed to bill for the such changes as additional services pursuant to Section 11.3.

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Litigation in a court of competent jurisdiction

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N.A.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N.A.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

(A percentage of the Owner's budget for the Cost of the Work, as calculated in accordance with the Florida Department of Management Services Fee Guidelines. See Exhibit A.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit A, Architects proposal and description of work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Cost plus 20%

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty-Five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

See Exhibit C, Architects Hourly Billing Rates

Employee or Category	Rate (\$0.00)
See Exhibit C, Architects Hourly Billing Rates	

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N.A.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of *Zero Dollars and Zero cents (\$ 0.00)* shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid *thirty (30)* days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Seven % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

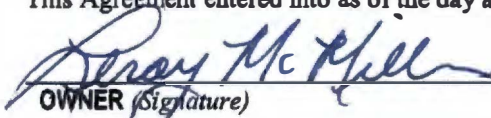
.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- Exhibit A: Architects Proposal Letter
- Exhibit B: ACORD Insurance Certificates
- Exhibit C: Architects Hourly Billing Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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


OWNER (Signature)

Mr. Leroy McMillan, Chairman
Gadsden County School Board
Gadsden County Public Schools


(Printed name and title)



ARCHITECT (Signature)

Jack Deyatte Baker, AIA, FCP (AR96312)
President
DAG Architects, Inc.

(Printed name, title, and license number, if required)



EXHIBIT A

March 2, 2022

Destin
Tallahassee
Pensacola
Panama City

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

Re: New Gadsden K8 School
Proposal for Professional Architectural Services

Dear Bill,

The DAG Architectural team is excited to have been selected to provide professional services for your new K8 School and we are very appreciative of this opportunity. The School District of Gadsden County is an important client for the DAG team, and it is our goal to provide exceptional design and customer service as we embark on this new relationship.

One service we will be providing through the design of this facility as part of our Basic Services is design review and compliance with the nationally recognized Crime Prevention through Environmental Design (CPTED) precepts as well as the Florida Safe Schools. As designated Florida CPTED Practitioners, we will pay close attention during the design of the project to ensure that our nation's most valuable resource, our children, are housed in a safe facility.

Consultants:

The following consultants will be under direct contract with us:

- | | |
|-------------------------------------|---------------------------|
| • Associated Architects | Fitzgerald Collaborative |
| • Civil Engineer: | Kimley-Horn Engineering |
| • Structural Engineer: | Pennoni Associates |
| • Mechanical Engineer: | David Watford Engineering |
| • Electrical Engineer: | HG Consulting Engineers |
| • Technology & Security Consultant: | To Be Determined |
| • Landscape Architect: | Kimley-Horn Engineering |
| • Acoustical & AV Consultant: | Chuck Walthal Associates |
| • Food Service Design: | To Be Determined |

1223 Airport Road
Destin, Florida
32541
850.837.8152
AA-C000745
www.dagarchitects.com

Project Scope:

Our understanding is that the work will consist of the master planning, programming, design, construction documentation and construction administration for a new K8 school to be on the existing James A. Shanks Middle School site at 1400 Stewart Street in Quincy Florida. We further understand that the campus will remain in operation during construction activities to build the new buildings and amenities.

We are also aware that the project will be funded by the Florida Special Facilities Account with its attendant submittal and legislative approval requirements. We are intimately familiar with the Special Facilities funding process and feel obligated to mention a few salient issues that will affect the submittal, design, and construction process:

- Several items that in the past have been included in calculating the student station cost have been removed. We need to make sure that this has been addressed in your Plant Survey.
- The submittal requirements for review by DOE and the Special Facilities Committee only require Phase I documents for submittal now. However, you have indicated that you would like to complete the design and construction documentation package if budget allows.

A. Programming and Building Information:

1. DOE Facilities and Planning will provide a Facilities Planning List for the project. Based on our experience this program may need to be modified to meet Gadsden County Public Schools requirements and to reduce the total amount of square footage for budget control reasons. Modifications to the DOE Program for the project will be performed in collaboration with School Board personnel, other stakeholders, and applicable Florida Department of Education SREF requirements. The school is to accommodate approximately 1,646 student stations which we anticipate will require approximately 250,000 gross square feet. The school is also to be designed as an Enhanced Hurricane Shelter Area (EHPA). It is anticipated that due to the site conditions that a two-story building configuration will be required. We understand that we are to proceed upon the assumption that the existing swimming pool will remain in its present location.

B. Site Information

1. The Project Site is in Gadsden County, Florida within the City of Quincy. The property borders Stewart Street to the south and has a significant grade fall from the existing campus plateau to the north and northwest. It is bounded to the north by Fletcher Road and a few residential homes. Areas to the east and west contain residential homes. The areas immediately to the north and northwest are heavily forested. No information is available currently regarding water table or geotechnical subsurface information.

C. Building Design Information

1. Method of construction delivery will be by Construction Manager at Risk.
2. Design and Construction will comply with all applicable federal, state, and local building codes and ordinances including, but not necessarily limited to, the following:
 - i. The Florida Building Codes 6th Edition
 - ii. The Florida Fire Prevention Code 6th Edition
 - iii. NFPA 70 Electrical Code
 - iv. Florida State Requirements for Educational Facilities
3. Conventional building materials will be used for the construction of the project. Materials will be selected considering the Owner's budget, life cycle cost analysis, energy efficiency and aesthetics as prioritized by the Owner.
4. The Project is to be designed as an Enhanced Hurricane Protection Area (EHPA).
5. As required by State Statute the building will be designed to comply with the basic requirements of the Green Globes sustainable architecture model with no registration or certification.
6. It is anticipated that the desired building geometry would minimize the potential for interaction between the elementary and middle school students.
7. The Administration Wing, Cafetorium and Media Centers will be shared by all grade levels so they will need be so designed to keep separate the different age groups as much as practical.
8. The existing Gym is to remain and be renovated with a new entry addition to the south side. A new mini gym for elementary students will be included in the design.
9. All Elementary and Intermediate Classrooms K-5 will have unisex toilets at each classroom. Middle School toilets will have group toilets for each gender.
10. PE and sports fields are to be provided as follows:
 - i. One practice football field that can also accommodate soccer and lacrosse if desired.
 - ii. Fenced kindergarten play area

D. Owner's Preliminary Budget

1. Owner's building budget for new construction as set by DOE is \$60,094,901 including site development and site improvement costs. For remodeling and renovations to the existing Gym DOE has included \$5,615,882.
2. The budgeted amounts are to cover the Architectural and Engineering fees and Additional Services, Furniture, Fixtures and Equipment, Construction Costs and Owner's Contingency Fund.

E. Preliminary Schedule

1. The project must be Board approved NLT July 1, 2022 for submittal to DOE Special Facilities Committee for consideration.
2. Prior to that the Phase I plans must be approved by DOE Facilities. They require one month to review the Phase I documents which would mean the latest date to submit to them would be July 1, 2022.

3. Assuming the project receives legislative approval the first-year funds will not be encumbered until July 1, 2023. Working from this date and allowing 5 months for completion of the construction documents, one month for bidding and negotiations and 18 months for construction would result in a substantial completion date of July 1, 2025. If the District decides to move ahead to complete the construction documents earlier, then the substantial completion date could be approximately 5 months sooner. This assumes that the entire funding amounts will be available the first year. Obviously, this proposed schedule would have to receive the approval of the Construction Manager.
4. If the project is not approved the first year, then the timeline would shift one year from the above dates for each year unfunded.

F. Architect’s Fee Determination

We propose to perform Basic Architectural Services based on the State of Florida DMS fee curve as follows:

New Construction: \$46,910,647 @ DMS Curve “D” 5.84% =	\$2,740,257
Gym Remodeling: \$5,615,882 @ DMS Curve “C” 8.11% =	<u>\$ 455,185</u>
Total Basic Services Fee Amount	\$3,195,442

The Architects fee amount shall be adjusted based on the Guaranteed Maximum Proposal tendered by the Construction Manager and approved by the School Board.

The following Supplemental Services are proposed and required for the project:

1. Program Review and Adjustments: \$10,000.00
Programming review and potential revisions to the DOE Facilities List will be performed by the DAG Architectural Team in collaboration with Gadsden County Public Schools administrators, facilities personnel, instructional personnel, and other stakeholders designated by the School District.
2. Site Master Planning: \$30,000.00
This work will be performed by the DAG Architectural team. A significant amount of design attention will need to be required to deal with the significant elevation differences across the existing site and developing a phasing plan for the campus build out and demolition of the existing buildings.

Other supplemental or additional services allowed by the DMS Fee Guide that most likely will be required for the project are as follows. These fees will be in addition to the Basic Services listed above:

- Architectural Interior Design
- Architects weekly site observations in lieu of bi-monthly
- Civil Engineering Design
- Life Cycle Cost Analysis required by the Florida Energy Code & SREF

- Florida Energy Efficiency Compliance Forms required by the Florida Energy Code
- Electrical Site Utility Infrastructure Improvements if required
- Site Lighting Design
- Technology and Data design
- Security, secure entry, access control and security camera design per State Statute
- Light harvesting modeling as required by the Florida Energy Code
- Lightning Protection
- Landscape & Irrigation Design
- Sustainable Design per State Statute
- Renderings/Models of the project
- Food Service Design
- Acoustical & Audio-visual design
- 11-month warranty walk through by AE team – no charge
- Mechanical & Electrical commissioning – By Owner
- Site Environmental Assessments – By Owner
- Threshold Inspections – By Owner
- Surveying, Topographical and site improvements – By Owner
- Geotechnical investigations – By Owner
- Construction Testing – By Owner
- Test and balancing HVAC systems – By Owner
- Toxic or Hazardous Materials Investigations/Abatement – By Owner
- Detailed Cost Estimates – By Construction Manager

We look forward to getting fully started on this project and working with the Facilities Planning Office to make this a benchmark school for the District. Thank you again for your trust and confidence in the DAG Architectural Team.

Please don't hesitate to contact us if you have any questions at 850.217.1769.

Best regards,



Jack Deyatte Baker AIA, FCP
 DAG Architects, Inc.
 President

Cc: Roger Godwin, AIA, LEED AP
 Charles Clary, AIA
 Tom Miller, AIA Project Manager
 Gail Ennis, Finance Manager



DAG Hourly Billing Rates

Deslin
Tallahassee
Pensacola
Panama City
Panama City Beach
Atlanta

Principal	\$200 per hour
Associate Principal	\$150 per hour
Senior Architect	\$135 per hour
Project Manager	\$125 per hour
Project Architect	\$125 per hour
Interior Designer	\$125 per hour
Senior Architectural Staff	\$100 per hour
Senior Interior Design Associate	\$100 per hour
Architectural Staff	\$ 75 per hour
Interior Design Associate	\$ 75 per hour
Administrative Staff	\$ 50 per hour



AIA Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Gadsden County K8 School
1400 W. King Street
Quincy, FL 32351

AGREEMENT INFORMATION:
Date: 03.03.22

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 07.14.22

OWNER: *(name and address)*
Gadsden County District Schools
35 Martin Luther King Blvd.
Quincy, FL 32351

ARCHITECT: *(name and address)*
DAG Architects, Inc
1223 Airport Road
Destin, FL 32541

The Owner and Architect amend the Agreement as follows:
Supplementary services related to Special Facilities Deferment resolution.

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Twenty Nine Thousand Eight Hundred Thirty-Seven Dollars and 50 cents (\$29,837.50)

Schedule Adjustment:
None

SIGNATURES:

DAG Architects, Inc
ARCHITECT *(Firm name)*

Gadsden County School District
OWNER *(Firm name)*


SIGNATURE

SIGNATURE

Jack Deyatte Baker, President
PRINTED NAME AND TITLE

Leroy McMillan, Chairman
PRINTED NAME AND TITLE

07.14.22
DATE

DATE

July 15, 2022



Mr. Bill Hunter
Facilities Director, Gadsden County School District
35 Martin Luther King Blvd
Quincy, FL 32351

Destin
Tallahassee
Pensacola
Panama City
Panama City Beach
Atlanta

RE: New Gadsden K8 School, Special Facilities Supplemental Services

Bill:

We request reimbursement in the amount of Twenty-Nine Thousand Eight Hundred Thirty-Seven Dollars and fifty cents (\$29,837.50) for the time we spent assisting the School District in resolving the Special Facilities Deferment issues.

Attached are time entries for myself, Stuart Wiggins and Chris Strawbridge related to this effort. As you know this was not part of the scope of work in our mutual contract.

I hope this meets with your approval and as always if you have questions or need clarifications, please call me.

Best regards,

A handwritten signature in blue ink that reads 'Jack Baker'.

Jack Deyatte Baker, AIA, FCP

President

1223 Airport Road
Destin, Florida
32541
850.837.8152
AAC000745

Gadsden County New PreK-8 School

Supplemental Services

Special Facilities Work effort time coded to Master Planning

Date Range from: 5/6/2022 to 7/11/2022

Employee/Activity	Total	
Jack D. Baker	120.50	200.00 24,100.00
Project Management	27.50	
	Date	Total
travel to Quincy to prep and attend Special Facilities Committee review	5/6/2022	4.00
travel to tally and back and mtg w DOE on special facilities schedule	5/10/2022	9.00
phone discussion bill hunter re spec fac ltr	6/13/2022	0.50
spec fac meeting w bill hunter and develop info for spec fac committee,	6/14/2022	8.00
travel to quincy and tallahassee		
spec fac response info	6/16/2022	2.00
travel to PC from tally meet with Stuart W on spec fac info for Lee Walters	6/17/2022	4.00
Travel Time		2.00
	Date	Total
travel to quincy for meeting w Bill Hunter on deferment resolution plan	6/6/2022	2.00
Billable Time		79.00
	Date	Total
spot survey	5/25/2022	7.00
spot survey info	5/26/2022	3.50
prep for board meeting w team on spot survey, schematic plans and DOE	5/27/2022	8.00
direction		
analyze campus fish allocations	5/31/2022	6.00
ESE issues and excess capacity resolution	6/6/2022	2.00
spec fac ese resolution	6/7/2022	1.50
work on spec fac deferment resolution	6/8/2022	1.00
tele meeting w Stuart, Bill & Lee Walters re spec facilities deferment	6/23/2022	2.00
bdg 400 remodel spec fac	6/26/2022	4.00
spec fac presentation	6/27/2022	2.50
spec fac presentation and bldg 400 remodel	6/28/2022	2.50
spec fac and bldg 400 remodel	6/29/2022	4.00
spec fac presentation and bldg 400 remodel	6/30/2022	3.00
spec fac & bldg 400 remodel	7/1/2022	6.00
test fit ESE bldg 400 GHS	7/3/2022	6.00
test fit ESE Suite GHS	7/4/2022	4.00
test fit ESE suite GHS	7/5/2022	4.00
Gadsden	7/6/2022	4.00
Gadsden	7/7/2022	4.00
Gadsden	7/8/2022	4.00
Meetings		12.00
	Date	Total
meeting w Bill Hunter on Spec Fac Deferment resolution	6/6/2022	2.00
meeting Bill Hunter on spec fac deferment resolution	6/7/2022	2.00

Completed powerpoint and presentation to DOE to achieve Critical Need status.Time also included travel.	7/11/2022	8.00		
Chris B. Strawbridge		9.25	100.00	925.00
Graphics / VR		9.25		
	<u>Date</u>	<u>Total</u>		
meet w jack, set up files	5/19/2022	1.00		
identify classrooms on plans	5/20/2022	6.00		
complete plans, notes,run copies, review with Jack	5/23/2022	2.25		
Walter (Stuart) S. Wiggins		38.50	125.00	4,812.50
Administration		19.50		
	<u>Date</u>	<u>Total</u>		
Review and Phone Call of capacity reduction plan.	6/14/2022	1.00		
Review documents for Special Facility Fund Committee.	6/17/2022	0.50		
Review documents for Gadsden proposal to DOE to submit for new K-8 School.	6/20/2022	1.00		
Prep work for meeting with Lee Walters of the DOE Needs Committee.	6/23/2022	4.00		
Meeting with Mark Weigly and Vi Brown.	6/24/2022	2.50		
Phone call with DOE to discuss strategy for the upcoming presentation to DOE committee.	7/1/2022	0.50		
Meeting with Bill Hunter on Gadsden's Critical Need Presentation.	7/6/2022	5.00		
Review Gadsden Documents for Presentation	7/8/2022	5.00		
Meetings		19.00		
	<u>Date</u>	<u>Total</u>		
Conversation with DOE to prepare for tomorrow's meeting.	5/9/2022	0.50		
Visit with DOE and Gadsden to review Level of Service Report and COFTE report.	5/10/2022	8.00		
Reviewed notes and created spreadsheet for available capacity.	5/12/2022	0.50		
Review Spot Survey and Current Survey. Review Level of Service.	5/25/2022	2.00		
Completed powerpoint and presentation to DOE to achieve Critical Need status.Time also included travel.	7/11/2022	8.00		
Total		168.25		29,837.50

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. *9a*

DATE OF SCHOOL BOARD MEETING: August 16, 2022

TITLE OF AGENDA ITEM: Logo/Branding for the Gadsden County School District

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Consistent branding is critical in creating and maintaining a positive relationship between the school district and the people we serve. More than district marketing materials and logos, branding is a way to effectively tell the district story over time. By communicating who we are in a consistent, compelling manner, we can encourage students, families, staff and community members to participate in working toward the District’s vision and encourage the sharing of thoughtful ideas.

With an increase focus in the brand and execution of its placement and strategy, our hope is to provide a consistent brand that includes differentiation, personality, promise, and value proposition.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Jerome A. Maples, Sr.

JAM
8/16/22

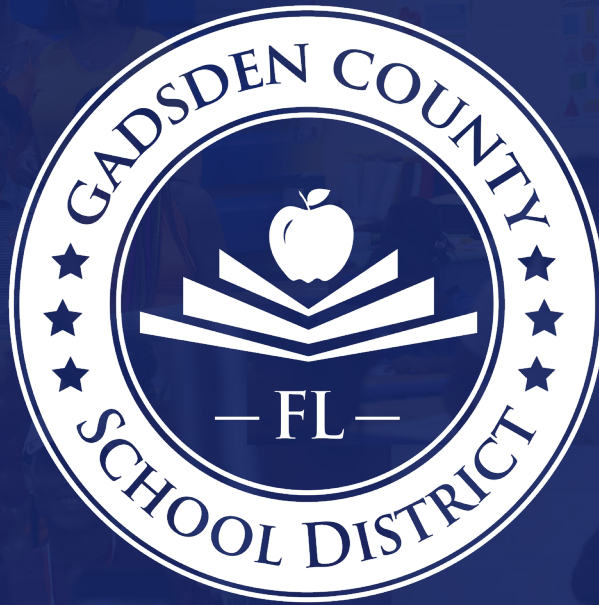
POSITION: Public Relations Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

___1___Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered_____

CHAIRMAN’S SIGNATURE: page(s) numbered_____



GADSDEN COUNTY SCHOOL DISTRICT

Logo Branding Guide

SUPERINTENDENT ELIJAH KEY



Branding Guide



BRAND CONSISTENCY

Our District Brand offers a visual identity - the logo, typefaces, and colors - that complements and creates the first impression the public, stakeholders, students and staff see of the Gadsden County School District. We all have a responsibility to promote our brand while ensuring its consistency.

While there may come a time where there is some flexibility, the standards place within this guide will aid you in applying the Gadsden County School District correctly. However, our Community Affairs, Public Relations Coordinator is responsible for ensuring brand consistency across the district. If you have any questions about the districts brand and using the logo, please contact Jerome A. Maples, Sr., at maplesj@gcpsmail.com, (850) 627-9651.

PRIMARY LOGOS

Our logo is the visual representation of our school district and over time it will become the strong recognizable symbol of who we are and what students, parents and our stakeholders see us representing.



GADSDEN COUNTY
SCHOOL DISTRICT



GADSDEN COUNTY
SCHOOL DISTRICT



Branding Guide



PRIMARY LOGO COLORS



CMYK: 100, 91, 34, 24
 RGB: 32, 47, 96
 HEX: #202f60



CMYK: 0, 24, 71, 1
 RGB: 250, 195, 98
 HEX: #fac362



CMYK: 0, 0, 0 40
 RGB: 167, 169, 172
 HEX: #a7a9ac



CMYK: 0, 0, 0 0
 RGB: 255, 255, 255
 HEX: #ffffff

Which color is best to use?

Color	Available Formats	For these applications
RGB	Logos with the ending .jpg and .png	Digital and Web
CMYK	Logos ending in tif, ai, .eps	Laser & Commercial Printing
HEX		Digital and Web

Which logo format is best to use?

File Type	Available in these Formats	For these applications
AI	Black & White or Color Horizontal or Vertical	Commercial Printing
EPS	Black & White or Color Horizontal or Vertical	Commercial Printing
PNG	Black & White or Color Horizontal or Vertical	Digital, Laser Printing and Web

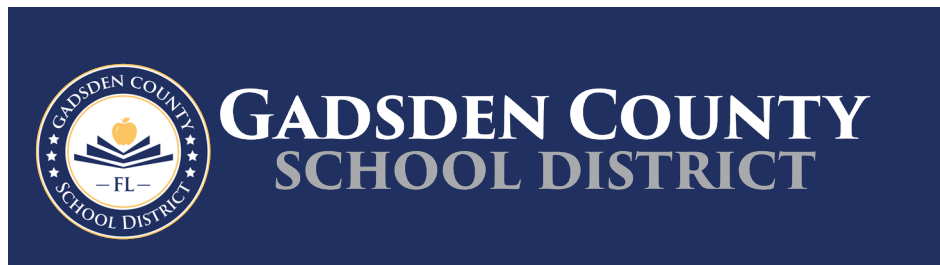
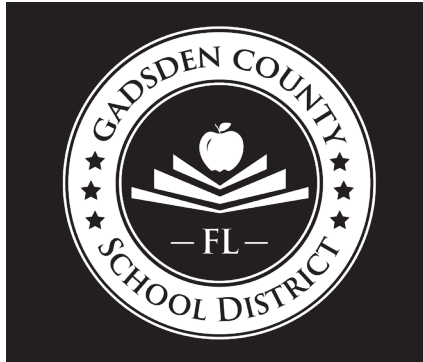


Branding Guide



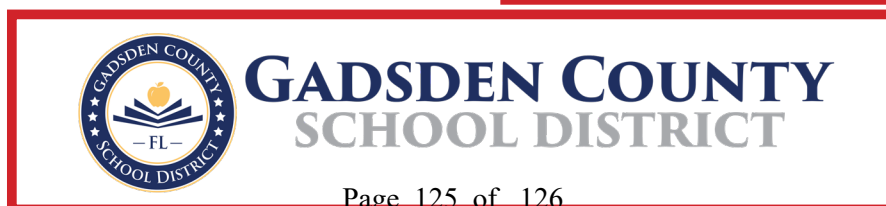
PRIMARY LOGO VARIATIONS

Only use the reverse logos when placing on a dark background like navy or black. This often occur when working with shirts or non-paper materials or projects.



CLEAR SPACE

Clear space is the space around the logo that should remain clear of any text or other imagery. The more the space around it the better.





Branding Guide



ORIENTATION & PROPORTION

The Gadsden County School District logo should never be rotated to any angle, distorted, or modified in any way. The logo should maintain the same height/width proportion. The logo should also never be stretched or squeezed.



FOR ASSISTANCE

If you need assistance with Gadsden County School District branding and logos please contact Jerome Maples, Public Relations Coordinator at (850) 627-9651 ext. 1318 or via email: maplesj@gcpsmail.com.