

# AGENDA

## REGULAR SCHOOL BOARD MEETING

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

March 22, 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. February 14, 2022, 5:00 p.m. – School Board Workshop
  - b. February 21, 2022, 5:00 p.m. – School Board Workshop
  - c. February 22, 2022, 4:30 p.m. – School Board Workshop
  - d. February 22, 2022, 6:00 p.m. – Regular School Board Meeting
  - e. March 1, 2022, 2:00 p.m. – Employee Hearing
  - f. March 1, 2022, 5:00 p.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) – **SEE PAGE #4**
  - a. Personnel 2021 – 2022
  - b. 2022 – 2023 School Year Calendars – **SEE PAGE #6**

Fund Source: N/A  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. 2022 – 2023 Articulation Agreement School Board of Gadsden County, FL and Florida State University - **SEE PAGE #8**

Fund Source: FEFP

Amount: Standard State University Tuition Rate Per Credit Hour

ACTION REQUESTED: The Superintendent recommends approval.

- b. Approval of the 2019 – 2023 GESPA Mid-Year Contract – **SEE PAGE #18**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. English Language Learners (ELL) Plan 2022 -2025 – **SEE PAGE #60**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. SCHOOL FACILITY/PROPERTY

- a. Discretionary One-half Cent Capital Outlay Surtax Ballot Resolution  
**SEE PAGE #106**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. Request to Approve the Annual Certification of Facilities Data – **SEE PAGE #114**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- c. Request to Award RFP 2022-0001 Gym Floor Refinishing Project and Request for Purchase Order – **SEE PAGE #116**

Fund Source: ESSER 2

Amount: \$37,750.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Request to Award RFQ 2021 – 0008 Architectural Services for New K-8 School and Request for Purchase Order – **SEE PAGE #153**

Fund Source: Insurance

Amount: \$519,316.00

ACTION REQUESTED: The Superintendent recommends approval.

## ITEMS FOR DISCUSSION

9. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
10. SCHOOL BOARD REQUESTS AND CONCERNS
11. ADJOURNMENT

# THE SCHOOL BOARD OF GADSDEN COUNTY



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

**Elijah Key, Jr.**  
*Superintendent*  
 keye@gcpsmail.com

*“Putting Children First”*

March 22, 2022

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

Dear School Board Members:

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

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

The following reflects the total number of full-time employees in this school district for the 2021-2022 school term, as of March 22, 2022.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees March 2022</u>
Classroom Teachers and Other Certified	120 & 130	320.00
Administrators	110	57.00
Non-Instructional	150, 160, & 170	<u>366.00</u>
		743.00
Part Time Instructional		5.00
Part Time Non Instructional		<u>7.00</u>
Total		12.00
100% Grant Funded		154.00
Split Grant Funded		<u>20.00</u>
Total Grant Funded of 743 Employees		174.00

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 2021-2022****INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Davis, Stephan	HMS	Teacher	02/23/2022
Garrett, Blake	WGMS	Teacher	02/28/2022
Griffin, Deanna	SSES	Teacher	03/02/2022
Johnson, Ni'Jah	SSES	Teacher	01/13/2022

**NON INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Brown, Joshua	HMS	Custodial Assistant	02/16/2022
Henderson, Alaysha	SSES	Educational Paraprofessional	02/07/2022
Hussein, Frederic	WGMS	Educational Paraprofessional	02/28/2022
Kelly, Kehalani	GWM	Educational Paraprofessional	02/22/2022
Massock, Mbu Susan	GWM	PreK Paraprofessional	02/02/2022

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

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Powell, Carolyn*	SSES/Educational Paraprofessional	02/23/2022	05/17/2022

\*Correct start date to 02/23/2022

**RESIGNATION**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
King, Melanie	District	System Support Specialist	03/04/2022
Robinson, Demaro	HMS	School Food Service Worker	01/31/2022
Taylor, Greg	CPA	Educational Paraprofessional	03/03/2022

**TRANSFERS**

<u>Name</u>	<u>Location/Position</u> <u>Transferring From</u>	<u>Location/Position</u> <u>Transferring To</u>	<u>Effective Date</u>
Evans, Maurnicia	GTC/School Safety Guardian	GCHS/School Safety Guardian	02/22/2022
Scavella, Ken	GCHS/School Safety Guardian	GTC/School Safety Guardian	02/22/2022

**DROP RETIREMENT**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Spears, Mary	GBES	School Food Service Worker	03/31/2022

**RETIREMENT**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Gilliam-Thomas, Roslyn	GWM	Teacher	02/28/2022

**OUT OF FIELD**

<u>Name</u>	<u>Location</u>	<u>Area Out of Field</u>	<u>Number of Periods</u>
Davis, Stephan	HMS	Elementary Education	All Periods
Griffin, Deanna	SSES	Elementary Education	All Periods
Johnson, Ni'Jah	SSES	ESE	All Periods

**TERMINATIONS**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Stokes, Demetrius	HMS	Office Manager	02/22/2022

**SUBSTITUTE**

<u>Teacher</u>
Hawk, Demarien

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 6b

**Date of School Board Meeting:** March 22, 2022

**TITLE OF AGENDA ITEM:** 2022 – 2023 School-Year Calendars

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

Approval of the revised calendars for the 2022-2023 school year is requested.

*Florida Statute 1001.42(3)9f) requires that no school start date can be before August 10. The student calendars have been revised to align with statute.*

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Tammy McGriff Farlin



**POSITION:** Assistant Superintendent, Academic Services PreK - 12

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INSTRUCTIONS TO BE COMPLETED BY PREPARER

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

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

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

**GADSDEN COUNTY SCHOOL DISTRICT**  
**PROPOSED CALENDAR FOR STUDENTS (180 DAYS)**  
**SCHOOL YEAR 2022-2023**

<b>2022</b>	
<b>AUGUST 10</b>	Students First Day of School
<b>SEPTEMBER 5</b>	Labor Day Holiday (District-wide)
<b>OCTOBER 10 – 14</b>	FTE Survey Week
<b>OCTOBER 14</b>	End of First Grading Period
<b>OCTOBER 17</b>	Students Out - Teacher Planning/In-service Day
<b>OCTOBER 28</b>	Students Out – Teacher Paid Holiday
<b>NOVEMBER 11</b>	Veterans' Day Holiday (District-wide)
<b>NOVEMBER 18</b>	Students Out – Teacher Paid Holiday
<b>NOVEMBER 21 – 25</b>	Thanksgiving Holidays/Fall Break
<b>DECEMBER 16</b>	End of Second Grading Period
<b>DECEMBER 19 -30</b>	Christmas Holidays/Winter Break
<b>2023</b>	
<b>JANUARY 4</b>	Students Return to School
<b>JANUARY 16</b>	MLK Jr Holiday (District-wide)
<b>FEBRUARY 6 – 10</b>	FTE Survey Week
<b>FEBRUARY 20</b>	Presidents' Day Holiday (District-wide)
<b>MARCH 10</b>	End of Third Grading Period
<b>MARCH 13 – 17</b>	Spring Break – Students Out
<b>MARCH 20</b>	Students Out – Teacher Planning/In-service Day
<b>MARCH 21</b>	Students Return to School
<b>APRIL 7</b>	Good Friday Holiday – Students Out – Teacher Paid Holiday
<b>MAY 26</b>	Last Day of School for Students

Revised 3/4/2022

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: March 22, 2022

TITLE OF AGENDA ITEM: 2022-2023 Articulation Agreement School Board of Gadsden County, FL and Florida State University

DIVISION:

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


PURPOSE AND SUMMARY OF ITEM:

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

Approval is requested for the Articulation Agreement, 2022-23 Academic Year between School Board of Gadsden County, Florida and Florida State University, Tallahassee Campus.

FUND SOURCE: FEFP

AMOUNT: Standard State University Tuition Rate Per Credit Hour

PREPARED BY: Dr. Sylvia R. Jackson 

POSITION: Assistant Superintendent, Support Services

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT’S SIGNATURE: page(s) numbered 9

CHAIRMAN’S SIGNATURE: page(s) numbered 9

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



**ARTICULATION AGREEMENT**  
**2022-23 Academic Year**  
**School Board of Gadsden County, Florida**  
**Florida State University, Tallahassee Campus**

THIS AGREEMENT entered into by and between the SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, hereinafter referred to as the “School Board” and FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate existing under the laws of the State of Florida, for and on the behalf of FLORIDA STATE UNIVERSITY, and hereafter referred to as the “University” or “FSU” effective as of the last date signed. The Agreement shall be renewed annually in accordance with s. 1007.271, Florida Statutes.

**WITNESSETH**

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

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

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

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

WHEREAS s. 1007.271, Florida Statutes, and State University System of Florida Board of Governors (BOG) Regulation 6.006 provide a mechanism for achieving this common objective.

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

**ARTICLE I**

The parties agree that the foregoing recitals are true and correct and incorporated herein by reference.

## ARTICLE II: DEFINITION OF DUAL ENROLLMENT

Dual enrollment at a state university in Florida is a program in which eligible secondary students are permitted to enroll in a postsecondary course creditable toward a standard high school diploma and an associate or baccalaureate degree. Credits and grade points will be assigned according to policies established by the University and the School Board.

## ARTICLE III: UNIVERSITY REQUIREMENTS & RESPONSIBILITIES

The University agrees to permit students enrolled in a public secondary school in Gadsden County, who have been certified by the guidance counselor or principal/designee as qualified, to dual enroll in a maximum of nine hours per semester in available courses selected exclusively from the *Florida State University High School Dual Enrollment Approved Course List* in effect at the time of course registration. All courses on the list are described in the FSU Undergraduate Bulletin and included on the *Florida Department of Education Dual Enrollment Course-High School Subject Area Equivalency List* as satisfying secondary and postsecondary degree requirements. Under the provisions of Florida Statutes, applicable state rules or regulations, and university policy, the following terms and conditions apply:

- A. **Program Requirements.** The student must meet the following program requirements to enroll in courses approved for dual enrollment at FSU:
1. Must be a registered eligible secondary student in a Gadsden County School. For the purpose of this section, an eligible secondary student is a student who is enrolled in any of grades 6 through 12 in a Florida public school or in a Florida private school that is in compliance with s. 1002.42(2), Florida Statutes, and provides a secondary curriculum pursuant to s. 1003.4282, Florida Statutes. Students who will graduate from high school prior to completion of the postsecondary course may not register through dual enrollment.
  2. Must submit a new dual enrollment application and guidance counselor approval form each semester by the published deadlines.
  3. Must have a 3.9 or higher weighted secondary school grade point average on a minimum of 12 graded credits to include at least 2 English credits; 2 mathematics credits, one of which must be Algebra II or higher; at least 1 science credit with lab component; and at least 1 social studies credit. Students who have earned a semester grade below C- in any high school course are not eligible to participate in dual enrollment at FSU regardless of overall GPA.
  4. Must maintain a 3.0 FSU GPA to continue dual enrollment at FSU in subsequent semesters.

5. Must achieve, prior to application for dual enrollment, the following standardized test scores. Composite and subscore minimums may be achieved on separate administrations of the test.

**ACT Test – 26 or higher Composite Score plus the following subscores:**

- Reading subscore of 19 or higher
- English subscore of 19 or higher
- Math subscore of 21 or higher

**SAT Test – 1230 or higher Total Score plus the following subscores:**

- Reading subscore of 24.5 or higher
- Writing subscore of 27.5 or higher
- Math subscore of 25.5 or higher

\* In the event that SAT/ACT testing is unavailable in times of state or national emergency, limited exceptions to SAT/ACT scores will be made available only during the relevant application period. During such emergencies, Florida State University will permit guidance counselors to substitute a PSAT score of 1110 or higher in place of the required SAT/ACT only for those otherwise qualified students who submit verification that the SAT/ACT test date was cancelled or unavailable during the application period. Upon application for future semesters, the student will be required to submit a qualifying SAT/ACT test score to maintain eligibility.

6. May take a maximum of 9 hours of coursework approved for dual enrollment at FSU in accordance with Florida Statutes and the provisions of this agreement. Dual enrollment students may enroll in only those courses included on the *Florida State University High School Dual Enrollment Approved Course List* (see attachment). No dual enrollment student is permitted to enroll in any online sections of courses on the approved course list. Students will not be permitted to take a course for which credit was previously earned via any type of acceleration mechanism.
7. Must meet all course prerequisites as set forth in the FSU Undergraduate Bulletin as evidenced by FSU course work, placement tests, or transcripts from other colleges or universities.
8. Must provide proof of immunization or waiver as required of all University students.
9. Must be free of the following charges or violations:
  - a. Any current charge or finding of responsibility for scholastic or behavioral misconduct at any educational institution.
  - b. Any felony charge even if adjudication has been withheld.
  - c. Any violation of the law which resulted in, or if pending could result in probation, community service, jail sentence, revocation or suspension of your driver's license, or a traffic violation that resulted in a fine of \$200 or more.

- B. ***Application and Advising.*** Dual enrollment at FSU Tallahassee campus is administered by the Academic Center for Excellence (ACE) in the University Center A3600. Application materials and instructions are outlined in the *High School Dual Enrollment Application and Student Guide* available at <http://ace.fsu.edu/Dual-Enrollment>. The student must obtain approval from the high school guidance counselor or principal/designee on the appropriate form and then schedule a mandatory academic advising meeting at ACE. Students will be allowed to enroll in only those courses included on the approved *Florida State University High School Dual Enrollment Approved Course List* in effect at the time of course registration.
- C. ***Early Admission.*** Early admission is a form of dual enrollment through which eligible secondary students are permitted to enroll on a full-time basis (minimum of 12 credit hours) as a degree-seeking student in accordance with s. 1007.271(2), Florida Statutes, and BOG Regulation 6.006. Early admission at FSU requires a separate application process through the Office of Admissions, which includes much higher test scores among other requirements. Additional information is available in the FSU Undergraduate Bulletin or by contacting the FSU Office of Admissions.
- D. ***University Policies.*** Dual enrollment students will be held to all applicable University regulations and policies, including the FSU Academic Honor Code and the Student Code of Conduct. Dual enrollments students must comply with academic policies outlined in the FSU Undergraduate Bulletin unless otherwise amended by the terms of this agreement. One such amendment is that dual enrollment students are not permitted to drop courses after the add/drop period closes on the fourth day of FSU classes except for documented extenuating circumstances approved by both the Associate Dean of Undergraduate Studies at FSU and the school guidance counselor. If a student is granted a course drop after this date, FSU will reimburse the school district for the standard state university tuition rate per credit hour paid for such student during a fall or spring semester. Early admit students are considered degree-seeking students and therefore must comply with all academic policies outlined in the FSU Undergraduate Bulletin.
- E. ***Academic Support Services.*** Dual enrollment students will have access to academic support services at FSU, including academic advising; libraries; student disability resources; and various learning centers that offer writing assistance, tutoring for selected courses, and study skills instruction. Students with disabilities must register with and provide relevant documentation to the Office of Accessibility Services (OAS), after which time they will be eligible to receive appropriate accommodations. The University's criteria will be used to determine the need for accommodations. For more information about OAS services, visit <https://dsst.fsu.edu/oas>.
- F. ***Class Attendance.*** Dual enrollment students are expected to attend all FSU classes and are discouraged from taking vacation days during a semester of enrollment. Each faculty member sets attendance expectations in the course syllabus within the parameters of broader FSU policy. Dual enrollment students who have a legitimate high school sponsored activity that unavoidably conflicts with an examination or other assessment at

FSU must provide documentation on school letterhead to the faculty member and to ACE in order to reschedule.

- G. ***Mature Course Content.*** While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.
- H. ***Grades and Transcripts.*** At the end of each term and after grades have posted, the University will send dual enrollment student transcripts to the high school guidance departments. FSU official course grades are also available to students online in Student Central (my.fsu.edu) on the Wednesday after finals week each semester. **Dual enrollment courses become part of the student's permanent college transcript, are calculated into the student's permanent postsecondary GPA, and may affect a student's future college admission and financial aid eligibility.** FSU does not have a grade forgiveness policy, so students are not able to repeat a course to replace a grade at FSU.
- I. ***Non-Degree Seeking Status.*** Successful completion of dual enrollment courses does not ensure admission to the university as a degree-seeking student.
- J. ***Campus Site for Instruction.*** Dual enrollment instruction will be provided at the FSU campus exclusively (never at the high school) and in traditional face-to-face classes only (no online classes), unless a state or national emergency requires that courses listed on the approved *Florida State University High School Dual Enrollment Approved Course List* be taught remotely.

#### **ARTICLE IV: SCHOOL BOARD REQUIREMENTS & RESPONSIBILITIES**

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

- A. ***Program Counseling.*** The high school student and parent(s) or guardian(s) have been counseled regarding the specific requirements of the dual enrollment program and notified that participation and successful completion of dual enrollment courses does not ensure admission into the university as a degree-seeking student. In addition, students and parent(s) or legal guardian(s) shall be informed that dual enrollment course grades are included in the student's college grade point average, become a part of the student's permanent academic record, and may affect the student's future college admission and financial aid eligibility.
- B. ***Parental Permission.*** The high school student has been granted permission by the parent(s) or guardian(s) and the guidance counselor or principal/designee to enroll in the dual enrollment program.

- C. **School Board Payment.** Pursuant to s. 1007.271(21), Florida Statutes, the School Board shall pay the standard state university tuition rate per credit hour from funds provided in the Florida Education Finance Program to the University for dual enrollment student course credits during the fall and/or spring terms. Note: State law prohibits these costs from being passed along to dual enrollment students.

## ARTICLE V: JOINT RESPONSIBILITIES

The University and the School Board warrant and agree that all dual enrollment shall meet the provisions of the current State of Florida laws, rules, and regulations.

- A. **Budgetary Policies.** The University and the School Board shall establish budgetary policies to support dual enrollment programs which will include the following provisions:
1. The University will invoice the School Board at the conclusion of the drop/add period for each fall and spring semester that has student credit hours, including the standard university tuition rate and any eBook or digital subscription charges through the Follett Access program or other electronic instructional materials or applications as required for dual enrollment courses and purchased for the student through a University P-card via ACE (Office of Undergraduate Studies). The invoice will be sent to the following school district contact: LaClarence Mays at (850) 627-9651 Ext. 1246 or maysl@gcpsmail.com.
  2. Students receiving instruction under the provisions of this agreement shall be exempt from the payment of tuition and fees.
  3. Early admission is a form of dual enrollment through which eligible secondary students enroll on a full-time basis (minimum of 12 credit hours). As such, these students are exempt from tuition and fees and the financial arrangements between the School Board and the University are the same as with other dual enrollment students.
  4. Students enrolled in a Gadsden County school and receiving instruction under the provisions of this agreement shall be provided textbooks free of charge. The School Board shall be responsible for providing textbooks during fall and spring semesters. FSU will provide textbooks for dual enrollment students during summer terms. Note: State law prohibits these costs from being passed along to dual enrollment students.
- B. **Transportation.** Dual enrollment students at FSU shall be responsible for all transportation arrangements.
- C. **Articulation.** The University and the School Board shall continue to carry out established articulation procedures to ensure close communication and effective planning.
- D. **Publicity.** The University and the School Board will publicize this agreement and take whatever actions necessary to affect the implementation of said agreement within their respective organizations.

**ARTICLE VI: NOTICE PROVISION**

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

To School Board:     Dr. Sylvia Jackson  
Assistant Superintendent, Support Services  
Gadsden County School District  
35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
(850) 662-2238 / jacksons@gcpsmail.com

To University:        Dr. Heather Bishop  
Assistant Dean of Undergraduate Studies  
University Center A, Room A3400  
P.O. Box 3062360  
Florida State University  
Tallahassee, Florida 32306-2360  
(850) 644-2451 / hbishop@fsu.edu

\* The Assistant Dean will provide copies to the University Provost, Registrar, and Dean.

**ARTICLE VII: AUTHORITY PROVISION**

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

**ARTICLE VIII: INDEMNIFICATION PROVISION**

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

**ARTICLE IX: NON-DISCRIMINATION PROVISION**

The parties shall not discriminate against any employee or participant in this program because of race, creed, age, religion, color, gender/sex, national origin, marital status, disability, sexual

orientation, veteran's status, genetic information, gender identity, gender expression, or any other legally protected group status.

**ARTICLE X: TERMINATION PROVISION**

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

**NOTHING FOLLOWS ON THIS PAGE**



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

For the School Board

THE SCHOOL BOARD OF GADSDEN  
COUNTY, FLORIDA

Mr. Elijah Key, Jr., Superintendent

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

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

For the University

FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES, acting for and on the  
behalf of FLORIDA STATE UNIVERSITY

Dr. Jim Clark, Provost and Executive Vice  
President for Academic Affairs

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

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

Reviewed for Legal Sufficiency by  
Lisa Scoles, Esq.  
Deputy General Counsel  
Florida State University



**COLLECTIVE BARGAINING**

**BETWEEN**

**The School Board of  
Gadsden County**

**And**

**Gadsden Educational Staff  
Professional Association**

**2019-2023 School Year  
Mid-Year Negotiations**

Board Approved 00/00/0000

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## **ARTICLE I RECOGNITION**

- A. The Board hereby recognizes the GESPA as the exclusive collective bargaining representative for a unit of non-instructional employees of The School Board of Gadsden County I Florida described as follows:
1. INCLUDED: All full-time and regular part-time non-instructional employees of the Gadsden County School District in the following positions: Maintenance Worker, Custodian, Custodial Assistant, Food Service Worker, Bus Driver, Bus Attendant, Educational Paraprofessional, Assistant Secretary, Clerical Worker, District Receptionist, Warehouse Supervisor's Secretary, Assistant Food Service Manager, and District Secretaries not designated as confidential.
  2. EXCLUDED: Director of Transportation; Director of Facilities; Supervisor of School Food Service; Food Service Manager; Vehicle Service Supervisor; District Finance Account Clerk; Administrative Assistants; Warehouse Supervisor; Office Managers; District Executive Secretaries to Superintendent, Deputy Superintendent, Assistant Superintendents, and Director of Instruction, Coordinators of Instructional Materials, School Food Service and Personnel; and all other full-time and regular part-time District employees not listed as included in the bargaining unit.
- B. Whenever used herein, the term "employee" shall mean any employee who is included in the forgoing appropriate unit.

## **ARTICLE II NEGOTIATION PROCEDURE**

- A. In negotiating this Agreement, neither party shall have control over the selection of the representatives of the other party. However, the number of representatives per team shall not exceed five (5). Throughout negotiations, the chief negotiators shall sign all tentative agreements. There shall be six (6) signed copies of the final agreement. Four (4) copies shall be retained by the Board and two (2) copies retained by the Union.
- B. Following tentative agreement of the contract, the Board agrees to print a maximum of three (3) draft copies per work site for GESPA to distribute to its bargaining unit members for the purpose of ratification. The cost of printing shall be at the expense of the Board.
- C. Negotiation sessions not involving third party neutrals shall begin at a mutually agreed upon time. When it is necessary for a negotiation session to take place during normal working hours, only the members of the bargaining team shall be granted leave-in-line-of-duty. Such leave may include time for travel from the member's work site to the session site.
- D. Primary access to this Contract shall be through an electronic version that shall be available on the District and Association websites. A limited number of copies shall be printed at the expense of the Board within sixty (60) days after ratification for new employees and for administrative purposes. The Board also shall furnish ten (10) copies to GESPA for its use.

## ARTICLE III GRIEVANCE PROCEDURE

- A. Definitions.
1. "Grievance" shall be defined as a dispute involving the interpretation, application, or violation of a provision(s) of this contract.
  2. "Grievant" shall mean any employee or group of employees who have filed a grievance.
  3. "Day" shall mean a district workday based on the calendar approved by the Board the application of this provision shall not, however, result in the extension of a time period stated in this Article for more than ten (10) days.
  4. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate grievance form and signed by the grievant(s). All grievance forms shall be dated when received. The grievance forms may be filed in person or by means of FAX, U.S. mail, or other recognized means of delivery.
- B. Informal Resolution. When employees have a problem or complaint, they should attempt to resolve it through discussions with their supervisor or other appropriate personnel. If the problem or complaint cannot be resolved in that manner, the grievance procedure is provided as a formal means for resolving the grievances of employees as defined below. An effort to resolve a problem or complaint under this provision does not waive the time limits for filing a grievance at Step 1 as provided in Section E.3, below.
- C. Resort to Other Procedures.
1. It is the intent of the parties to first provide a reasonable opportunity for resolution of a matter that constitutes a grievance through the grievance procedure. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while a grievance is being processed, an employee formally initiates resolution of the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to proceed further with the matter pursuant to this grievance procedure.
  2. As an exception of the provisions of paragraph A., above, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. s. 2000e et seq. Furthermore, an employee may seek resolution of a dispute through site or school procedures prior to filing a grievance and may request of the site administrator, an extension of the time limits for initial filing of the grievance for this purpose.
- D. Representation and Appearances.
1. An employee shall choose at Step 1 and Step 2 whether to be represented by GESPA or to represent him/herself. GESPA shall not be required to process grievances for employees who are not members of the Association.
  2. The resolution of any grievance as defined herein shall not be inconsistent with the provisions of this contract, and the grievant shall have the opportunity to have GESPA present at any meeting involving the grievant called to discuss such a resolution.
  3. Time spent by grievant and GESPA representatives investigating and processing grievances outside regular working hours shall not be counted as time worked.
- E. Formal Grievance Procedure.
1. If the parties are unable or unwilling to resolve a grievable concern or problem through the informal process described in Section A, 1 above, a formal grievance may be filed under this Section.
  2. Time Limits.
    - i. The time limits provided in the Article shall be observed, but may be extended by written agreement of the parties. Whenever illness or other incapacity of a party necessary to hear the grievance prevents his/her presence at a grievance meeting, the time limits shall be extended, by mutual consent, to such time that the party can be present. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance

- ii. prior to the end of the school term or as soon thereafter as possible.
- iii. Upon failure of any administrator to provide a decision at any step, within the time limits provided in this Article, the grievant may proceed to the next step. Upon failure of the grievant to file at the next step within the time limits provided, the grievance shall be deemed to have been resolved by the decision at the prior step.
- iv. Upon written agreement of the parties, any step in this procedure may be waived.
- v. A grievant may withdraw his/her grievance at any step but that same grievance may not be filed a second time unless it is of a continuous nature.

STEP I

- 3. A grievance shall be filed with the employee's site administrator within twenty (20) days following the occurrence of the alleged violation of the contract if the informal resolution process is used, or ten (10) days if the informal resolution process is not used. The grievance shall state the facts giving rise to the alleged violation, the specific section(s) of the contract alleged to have been violated, the employee's contention with respect to these provisions, and the specific relief sought, and shall be signed by the grievant. Within twenty (20) days after receiving the grievance, the site administrator shall meet with the grievant and representative, if representation is being used, and communicate his/her decision in writing to the grievant and the grievant's representative or otherwise resolve the grievance.

STEP II

- 4. If the grievant is not satisfied with the decision at Step I, he/she may, within ten (10) days following receipt of the Step I decision or following the date on which the Step I decision was due if no decision is provided, file a request for review of the Step I decision with the Superintendent's designee on the appropriate form. The Superintendent's designee shall, upon request, meet with the grievant and/or representative and may conduct whatever investigation is necessary to make a finding. Within twenty (20) days of the receipt of the grievance at Step 2, the Superintendent's designee shall communicate his/her Step 2 written decision to the grievant and/or representative or otherwise resolve the grievance.

STEP III

- 5. If the aggrieved is not satisfied with the disposition at Step II he/she may, within ten (10) days after the answer at Step II, appeal in writing on the proper form the original grievance to the Superintendent. The Superintendent may conduct whatever investigation is necessary to make a finding. Within twenty (20) days after the receipt of the grievance, the Superintendent shall notify the grievant as to His/her disposition of the grievance.

STEP IV

- 6. Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), prior to being submitted to arbitration. When the parties agree to mediate an issue, the time limits to file for arbitration shall automatically be extended for the period necessary to conclude the mediation process.

STEP V

- 7. Arbitration
  - i. If the grievance has not been satisfactorily resolved at Step III, GESPA may, within ten (10) days following receipt of the Step III decision or following the date on which the Step III decision was due if no decision is provided, file an intent to submit the grievance to arbitration with the superintendent or his/her designee.
  - ii. A grievance filed at Step III on which no action has been taken by the grievant for twenty (20) days shall be deemed withdrawn and resolved in accordance with the decision issued



- at the prior step.
    - iii. Disclosure of Information. Neither the Board nor the grievant shall be permitted to assert in an arbitration preceding any grounds or rely on any evidence that has not previously been disclosed to the other party.
    - iv. Selection of Arbitrator. The parties shall follow the American Arbitration Association procedure for selection of an arbitrator and shall conduct the arbitration under its rules and procedures except as modified by the provisions of this Contract. The arbitration shall be scheduled within sixty (60) days following selection of the arbitrator.
    - v. Authority of the Arbitrator.
      - a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract. Arbitration shall be confined to the application and interpretation of this Contract and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing statements of opinion or conclusions not essential to the determination of the issues submitted.
      - b. In rendering decisions, an arbitrator shall give due regard to the responsibilities of the Board and the Superintendent and their designees as provided in law and rule and shall so construe such responsibilities, except as they may be specifically conditioned by this Contract.
      - c. The arbitrator's decision shall be final and binding on the parties as provided in Section 447.401, Florida Statutes, provided that either party may ask that an appropriate court vacate such a decision on one or more of the grounds stated in Section 682.13, Florida Statutes.
      - d. An arbitrator's award may be retroactive as the equities of a case may demand, but an award shall not be retroactive to a date earlier than sixty (60) days prior to the date the
      - e. grievance was initially filed except for those provisions of State or federal law that may require an earlier date.
    - vi. Fees and Expenses. The losing party shall pay the fees and expenses of the arbitrator. A party desiring a transcript of the arbitration proceedings shall provide written notice to the other party at least five (5) days prior to the date of the arbitration and shall be responsible for scheduling a stenotype reporter to record the proceedings and for paying the appearance fee of the reporter and the cost of obtaining an original transcript. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of reasonable copying expenses.
  - 8. Processing.
    - i. The site administrator shall refuse consideration of a grievance not filed or processed in accordance with this Article.
    - ii. If a grievance arises as the result of a condition that the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step II after discussing such filing with the Superintendent's designee.
  - 9. Precedent – No complaint informally resolved, or grievance resolved at either Step I or II, shall constitute a precedent for any purpose unless agreed to in writing by the Board and GESPA.
- F. Documents. The grievant or representative shall be provided, upon request and with reasonable copying charge, with a copy of any identifiable document relevant to the grievance. All written materials dealing with the processing of a grievance shall be filed separately from the grievant's personnel file except an arbitration decision or a settlement agreement that requires personnel action(s) that affects the grievant.
- G. Notwithstanding the expiration of this contract, any claim or grievance arising while it was in effect may be processed through the grievance procedure until resolution, provided it is timely filed.

- H. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present, to attend, and will be held, insofar as possible, after regular school hours, or during working time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school working hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- I. Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

## ARTICLE IV ASSOCIATION RIGHTS AND RESPONSIBILITIES

### A. Use of facilities

GESPA and its representative shall have the right to use the Board's work sites and equipment in accordance with the applicable provisions of Gadsden County School Board Policy 9.30 entitled Use of Facilities. When fees are required, they will be assessed to GESPA for payment based on the fee schedule recommended by the Superintendent and approved by the School Board of Gadsden County.

### B. Communication to Employees

1. Bulletin Boards. GESPA shall have the right to post notification of activities and matters of GESPA concern on a designated bulletin board at each work site. The designated bulletin board will be established by mutual agreement of the site administrator and the president of GESPA.
2. GESPA shall have the right to use any intra-school communications system, the inter-school mail and e-mail systems (based on server availability), and mailbox distribution system. Distribution of materials shall be in compliance with procedures agreed upon by the site administrator and GESPA and the rules and policies of the Board. These communication systems shall not be used to transmit or display materials if the content of which relates to election campaigns for public office. In the event that the Board must collect postage for GESPA's use of the district inter-mail system, GESPA will be responsible for the payment of all such postage and cooperatively work out procedures for such payment.

### C. Information Provided to GESPA

1. Reports Provided to GESPA: The board shall provide GESPA without charge, during the weeks of September 1 and February 1 of each year a list of employees including the following information: name, classification, pay grade, hourly rate of pay, work site, home address, work phone number, and district hire date.
2. GESPA Access to District Policies and Rules: GESPA shall have access to District policies and rules and Board agendas and shall be notified of changes of such policies and rules when site administrators and other District Administrators are notified of such changes and at least five (5) days prior to the implementation, if feasible. The site administrator shall provide the site representative with one (1) copy of any district policy or rule requested by the site representative.

D. Upon appropriate authorization by any employee, the board will directly deposit the employee's monthly salary into any official financial institution that provides a bank routing number. In addition, the board will directly deposit a part or all of the employee's salary into the Envision Credit Union.

E. The Board shall deduct from the pay of each employee all current membership dues and uniform assessments of the GESPA, provided that at the time of each such deduction there is in the possession of the Board a valid signed membership form provided by GESPA for each such deduction, executed by the employee, in the form and according to the terms of the membership form. Membership shall continue year after year unless revoked by the employee. Authorization for dues revocation is revocable upon written request by the employee on the Employee Association Dues Revocation Form. The employee must first secure the written acknowledgement of GESPA on the Form, signed and dated, and then submit the form to the District Payroll Office. The revocation of the authorization for dues deduction will be effective at the beginning of the pay period no fewer than 30 calendar days from the date of the employee's submission of the completed Dues Revocation Form to the Payroll Office.

1. Any employee may authorize dues deduction by presenting to the Board on or before September 10 of the applicable school year a signed membership form authorizing the Board to deduct from the employee's salary an amount certified in writing by the GESPA to the Board, on or before September 1 of the applicable school year, as being due to the GESPA from each member thereof

as membership dues for that fiscal year, which amount shall be evenly divisible by ten (10) and deducted monthly beginning with the September pay check and continuing consecutively until ten (10) deductions have been made presenting said membership form to the Board after September 10 and at the time during the applicable school year, in which case the total amount to be deducted shall be a fraction of the annual dues based on the number of checks still to be issued in that year, beginning with the first check issued at least fifteen (15) calendar days after the Board's receipt of the employee's completed membership form. Sums so deducted from the employee's remaining salary checks shall be as nearly equal in amount as practicable. Provided, however that any employee whose employment begins after September 10 of the applicable school year may apply for such dues deduction, if the appropriate completed membership form is received by the Board not later than thirty (30) days after the beginning of the employee's employment by the Board. All such deductions and remittances by the school board shall be made in accordance with stipulations established by the Board or the Superintendent of Schools and remitted to the Big Bend Service Unit.

2. The District will provide GESPA with two payroll deduction slots for the purpose of deducting premiums (after tax) for companies participating in the benefits programs sponsored by GESPA through the NEA Member Benefits Program. All deductions shall be made on a twelve month basis using a mutually agreeable form to be provided by GESPA and transmitted to the common remitter selected by GESPA or its affiliates for such purpose as a single check amount to the remitter each payroll period. GESPA will hold the Board harmless for any claims arising out of the use of these payroll deduction slots. These deductions shall not be limited or restricted to any certain number of participants by the Board.
3. The GESPA shall indemnify and save harmless the board and its employees from any and all claims, demands, suits, judgments, awards and costs incurred in connection with any such claim, demand, or suit resulting from any action taken or omitted by the Board or its employees for the purpose of complying with the provisions of the Article.

F. The Board also agrees to furnish to the union in response to reasonable requests all available information concerning names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; agencies, minutes, and reports of all open Board meetings; census and membership data; and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs or proposals on behalf of employees together with information which the Union may require to process any grievance or complaint.

G. Representatives of the Board and GESPA will meet upon the written request of either party during the term of the contract at a time convenient for both parties for the purpose of reviewing the administration of this contract and to resolve problems that may arise. These meetings are not intended to bypass the negotiations or grievance procedures.

H. In Line of Duty-for GESPA Activities

1. Work Responsibilities and In Line of Duty for the GESPA President.
  - i. It is the joint responsibility of the President, GESPA, and the District to limit the impact of the President's responsibilities and accompanying In-Line-of Duty on the President's work site through the following measures:
    - a. Work interruptions for GESPA business shall be minimized through the use of E-mail, voice mail, answering machine, call forwarding, where available.



provided the authorized representatives report their presence to the site administrator or his/her designee and they do not interfere with, nor disturb, normal site operations or cause the loss of instructional time. No authorized representative shall use this privilege except to conduct GESPA business.

## ARTICLE V

### EMPLOYEE RIGHTS, PROTECTION AND RESPONSIBILITIES

- A. Pursuant to the Florida Public Employees – Collective Bargaining Act, as amended, *Florida Statutes* 447.01 et seq., the Board hereby agrees that every employee shall have the right to freely join and participate in any employee organization of his/her own choosing and to negotiate collectively, through a certified bargaining agent, with his/her public employer in the determination of the wages, hours, terms and conditions of his/her employment, and to engage in concerted activities not prohibited by law and/or school board policy, for the purpose of collective bargaining. While the Board understands and agrees that it will not interfere with, restrain, or coerce employees in the exercise of any rights conferred by *Florida Statute* 447 or encourage or discourage membership in any employee organization, or refuse to bargain collectively, fail to bargain in good faith, or take action against any employee because he/she has filed charges or given testimony under *Florida Statute* 447, the Board reserves the right to communicate with its employees as it deems necessary and appropriate.
- B. The employee, upon written request, shall have the right to review and reproduce the contents of the personnel file, being accompanied by a representative of the GESPA, if desired, and in the presence of the administrator responsible for the safekeeping of such file.
- C. Unless otherwise provided by Florida Statute 1012.31, the personnel file of each employee shall be open to inspection only by the School board, the Superintendent, the supervisor, the employee and such other person(s) the employee or the Superintendent may authorize in writing.
- D. No derogatory material shall be placed in an employee's personnel file that the employee has not had the opportunity to see. An employee shall sign any reviewed material. However, such signing does not indicate agreement but rather that the employee has seen the material. In the event an employee does not review and sign such material within five (5) working days after notification of the existence of such material, the material shall be filed in the personnel file.
- E. Any case of assault on an employee shall be promptly reported to the principal or his designated representative. The Board agrees to advise the employee of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident with law enforcement and judicial authorities.
1. All employees are entitled to a safe place to work. When an unsafe condition exists where continued work could result in injury to the employee or other employees, the unsafe condition shall be reported immediately to the supervisor. The supervisor shall take whatever action necessary to correct the condition. Should correction not occur to remedy the condition, the employee shall report the condition to the Superintendent/designee. This does not waive the right of an employee to grieve.
- Employees hired to assist with students with special behavioral problems will be made aware of the personal risk. The involvement of law enforcement will be at the discretion of the building administrator.
- F. The School Board shall have the right to take disciplinary action against its employees for just cause. Just cause shall be defined to mean:
1. Prior to taking official action, the board or its designee made an effort to determine if the employee violated or disobeyed a rule or order of management.
  2. The Board or its designees conducted an investigation to determine the facts.
  3. The Board applied its rule and penalties uniformly and without discrimination to all employees.
  4. The employee was given an opportunity to present her/his side prior to official action being taken.
  5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.
  6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
  7. When determining the degree of discipline, consideration will be given to the employee's service

record and the nature of the offense.

- G. Each employee who resides in the district and is employed at least half time, or who resides outside the district and is employed full time shall have the opportunity to enroll his or her child(ren) in the school of choice, subject to Gadsden County School Board Policy 5.20 entitled Student Assignment. In no instance will the child(ren) interfere with the performance of the employees' assigned duties.
- H. Nothing contained within this Contract shall be construed to deny or restrict any employee's rights that he/she may have under Florida School Laws or other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- I. The employee shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employees. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless it interferes with the performance of his or her prescribed duties.
- J. The Board agrees that it will in no way discriminate against any employee covered by this Contract because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics or disability.
- K. The Board will repair or reimburse employees the current value of any clothing or other personal property damaged or destroyed as a result of battery upon the employee suffered in the course of his/her assigned duties, unless such loss is covered by insurance or reimbursement obtained from other sources. Written requests for reimbursement may be submitted to the employee's immediate supervisor. Such requests shall be governed by procedures developed by the Board.
- L. Each work site shall, when feasible, notify employees of emergency phone calls immediately upon their receipt, and make reasonable efforts to place other phone messages in an employee's mailbox within thirty (30) minutes of their receipt.
- M. The Board shall include in the District Master Plan for Staff Development components for non- instructional employees designed to improve the competencies of employees. A staff development committee shall be established consisting of representatives of each class of employees. The committee shall elect its own chairperson and shall consider the inservice needs of all non-instructional employees and make recommendations to the Professional Development Coordinator for inclusion in the Master Staff Development Plan.



## ARTICLE VI LEAVE

Each employee must, for any absence from his/her work, secure official permission in advance, and no action purporting to grant leave retroactively shall be recognized. Leave for sickness or other emergency which was verbally approved in advance may be deemed to have been granted in advance if the employee makes to his/her principal or other immediate supervisor, at the earliest practicable time on the first day that he/she returns to work after such absence, a proper written report and explanation of the absence.

### A. Sick Leave

1. Each member of the non-instructional staff employed on a full-time basis shall be credited with four (4) days of sick leave at the end of the first month of employment and shall thereafter be credited with one additional day of sick leave at the end of each month of service.
2. Sick leave may be taken by any non-instructional employee who is unable to perform his/her duties as such because of his/her own illness, or because of the illness or death of his/her father, mother, brother, sister, husband, wife, child or other close relative, or member of his/her own household, and who consequently has to be absent from his/her work.
3. Sick leave may not be used prior to the time it is earned and credited to the employee.
4. The employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during each year of employment.
5. Sick leave shall be taken only when necessary because of sickness as herein prescribed.
6. A member of the non-instructional staff may transfer sick leave earned as an employee with another Florida school district.
7. Sick leave shall be cumulative from year to year, without limitation on the number of days of sick leave that may accrue to an employee; and provided, further, that at least one-half of such cumulative leave must be earned with this school district.
8. In case of reasonable doubt as to the validity of any sick leave claim, the Superintendent may require a supporting certificate of illness from a licensed physician.
9. Sick Leave Transfer to a Family Member. An employee may transfer earned sick leave to a spouse, sister, brother, parent, child or any designated person who is employed by the District under the provisions of District Policy and related procedures.

### B. Personal Leave

Personal leave up to a maximum of six (6) days per fiscal year, with compensation, may be granted by the Superintendent, provided that the use of such leave shall be charged to the individual's currently accrued sick leave, and provided further that such personal leave shall be non-cumulative.

### C. Illness-In-Line-Of-Duty-Leave

Any full-time employee shall be entitled to illness-in-line-of-duty leave when she/he has to be absent from her/his duties because of illness from any contagious or infectious disease contracted therein. Any employee requesting such leave shall provide proof, when so requested, that illness was contracted while discharging her/his duties as such employee. Such leave may be authorized for a total of not over ten (10) days during any fiscal year, subject to the provisions of Section 1012.63, F.S.

Where the amount of compensation payable hereunder for injuries, accidents or other disabilities which would entitle the employee to compensation under the provisions of the Florida Worker's Compensation Law, exceeds the amounts payable under said compensation law, payments hereunder shall be made for the difference between the amount paid under said Florida Workers' Compensation Law and the amount otherwise due under the provisions of this section.

### D. In-Line-Of Duty

1. Any person who is sponsoring or participating in a school-sponsored activity;
2. Any person who is sent to an out-of-county meeting by the Superintendent or another authorized

- county official, to represent Gadsden District; and
3. Any person who is loaned to another county for special assignment such as evaluations and plant surveys.
  4. Any GESPA member, who is an elected voting delegate to the Annual FEA Delegate Assembly, shall be assigned In-Line-of Duty for the purpose of attending this meeting. Names of voting delegates shall be submitted to the Deputy Superintendent or his designee annually by the GESPA president in order to secure leave for this purpose.

E. Leave for Jury Duty and/or Court Processes

For court appearances or duty performed, pursuant to court process, by an employee during school work hours, the employee shall receive from the Board full pay, allowances and/or reimbursements as follows:

1. When summoned to appear as a juror, or as a witness (except as a character witness) in any civil or criminal action in which the employee is neither plaintiff nor defendant: full pay, without allowances or reimbursements, with the employee retaining any payments or fees received from the court or other third parties for such appearance; but,
2. When summoned to appear as a defendant or as a witness in any action arising out of and in the course of her/his employment by the Board: full pay, allowances and/or reimbursements as though on "leave in line of duty" with any payments or fees received from the court or other third parties for such appearances to be endorsed to the Board.

F. Military Leave

Military leave shall be granted as required by law or Florida State Board of Education Rules, and may be granted as thereby permitted.

Military Caregiver and Qualifying Contingency Leave. An employee who is a caregiver of a relative who suffers serious injury or illness during active military duty, or who has a qualifying exigency as a result of a family member being on active duty in the National Guard or Reserves in support of a contingency operation, may qualify for category of FMLA leave as described in District Policy.

G. Parental Leave

Any employee or her/his spouse may be granted leave without pay, not to exceed one year in duration, incident to the birth or adoption of a child.

The application for such leave must be accompanied by a licensed physician's certificate attesting to the pregnancy of the applicant or the spouse of the applicant, the probable term thereof and the recommended period of confinement, or, in the case of adoption, by satisfactory evidence of the date custody of the child shall be delivered to the applicant.

Upon the filing of an application for parental leave, the employee and the principal shall, subject to the approval of the Superintendent and the Board, mutually determine the commencement date for such leave, based on evaluation of the capacity of the prospective mother to discharge her duties and/or the expected date of birth of the child or receipt of custody of the child to be adopted, as the case may be, and the leave shall continue for the remainder of the school year unless otherwise requested by the employee and approved by the Board.

H. Outside Employment

Employees who are on Board approved leave of absence shall not accept employment elsewhere unless written approval is granted in advance by the Superintendent of Schools. Acceptance of other employment without such approval shall cancel the leave and may subject the employee to disciplinary action.

I. Vacation Leave; lump sum payment for accrued vacation leave.

1. All personnel employed full-time on a twelve-month basis will be allowed in each fiscal year vacation leave which may be taken at any time during the year as approved by the Superintendent; and in amounts as follows:

- i. During the first ten (10) years of the employee's full-time service for this School District, twelve (12) days per fiscal year. Such vacation leave may be cumulative up to a maximum of twenty (20) days.
  - ii. During and after the eleventh (11th) year of the employee's full-time service for this School District, eighteen (18) days per fiscal year. Such vacation leave, taken together with vacation leave accumulated in previous years, may be cumulative up to a maximum as defined by Florida Statute.
2. Subject to law and applicable rules and regulations, a lump-sum payment for any accrued vacation leave will be made to each employee upon termination of employment or upon retirement, or to employee's beneficiary if service is terminated by death. The amount of such lump- sum payment will be computed by multiplying the daily rate of pay of the employee at the time of such termination, retirement or death by the number of accrued vacation leave days which the employee has at that time, up to a maximum as defined by Florida Statute. In such computation, accrued vacation leave days may be counted whether earned before or after the effective date of this rule.

J. Abandonment of Position

Except in case of extreme emergency (sudden incapacitation, sudden illness, or accident which prevents prior approval for absence), if an UNREPORTED ABSENCE is for three (3) consecutive workdays, the School Board, upon the recommendation of the School Administrator and Superintendent, may consider the employee to have abandoned the position and resigned from the School District.

K. Employees Voluntary Sick Leave Bank

1. Membership - Any full-time employee, having been employed by the School Board for at least one (1) year and having at least five (5) days accrued sick leave at the end of the preceding year, may enroll in the Sick Leave Bank by voluntarily contributing one (1) sick leave day to the bank between August 15 and September 15 of any fiscal year. An eligible employee is defined as a person employed in a non-instructional position designated by the School Board as full time. A participating employee shall contribute one (1) sick leave day at the time of enrollment and one (1) additional day each employment year thereafter. Should the Bank need replenishment, an additional day may be assessed of persons desiring to continue participation, with two (2) days maximum contribution per year. An exception to the two (2) day maximum shall be considered in the case where a participating employee is suffering a medical hardship. In this case, employees may contribute additional days over the maximum amount.  
A day is defined as the number of hours of work per day shown in the GESPA Agreement.
2. Establishment and Duration - The Sick Leave Bank will not come into existence until at least 150 sick leave days have been contributed and will remain in existence until termination by the Board or it is discontinued because of depletion of sick leave days.
3. Sick Leave Bank Committee - The Sick Leave Bank Committee shall be composed of two (2) employees, two (2) members appointed by the Superintendent and the following ex-officio members: GESPA President and one (1) School Board member. The Committee shall determine how many days, if any, an employee may receive from the Sick Leave Bank. The Committee will develop routine procedures for considering applications for use of the Sick Leave Bank including, but not limited to:
  - i. provision of standard forms for participating in or withdrawal from the Bank by an employee;
  - ii. provision for medical documentation of need;
  - iii. provision for monitoring eligibility of an employee;
  - iv. provision for monitoring of days in the Bank and determination of when a replenishing of the Bank may be needed;
  - v. provision for investigation of possible abuse of the Bank;
  - vi. and provision for furnishing the parties with status reports on the condition of the Bank on an annual basis.
4. Changes in Procedures -- Changes in procedures for administration of the Sick Leave Bank will be subject to approval of the Association and the Board's representative.

5. Participation -- Participation in the Sick Leave Bank is voluntary.
6. Utilization of Days -- Use of days from the Bank will be subject to the following conditions:
  - i. The claim must be based on a personal and catastrophic illness, injury, or accident.
  - ii. Prior to eligibility, an employee must exhaust all accumulated sick leave and other types of leave granted by the Board related to the accident, illness, or injury.
  - iii. An employee may not utilize more than sixty (60) days from the Bank without reapplication to the Committee for a further draw on the Bank. Such reapplication will be subject to all conditions which would apply to an original application.
  - iv. The salary of an employee participating in the Sick Leave Bank will be reduced by any benefits drawn from Worker's Compensation.
  - v. An employee otherwise eligible for full disability retirement will not continue to utilize the Sick Leave Bank.
7. Abuse -- Allegations of abuse of the Sick Leave Bank will be investigated by the Committee which will submit a report of its investigation to the Board and the Association including a recommendation for appropriate action, if any. The School Board will consider the report and recommendation prior to taking such action on the matter as it deems proper.

L. Unpaid Leave

Personal leave is that leave granted for non-work related reasons and does not entitle an employee to pay except as is provided in Article IV.

M. Policies and Procedures Governing Unpaid Leave

1. Unpaid Leaves of Ten (10) Days or Less. The immediate supervisor and Superintendent must approve a request for personal leave of ten (10) days or less before it is taken.
2. Unpaid Leaves of More Than Ten (10) Days.
  - i. An unpaid leave of absence for more than ten (10) days may be granted at the discretion of the School Board, upon affirmative recommendation of the Superintendent, provided that a qualified replacement is available. Except under compelling circumstances, such leave shall not be granted to probationary employees.
  - ii. Application for such leave must be made at least thirty (30) days prior to its commencement and shall include information regarding the purpose and length of the leave. In the interest of continuity in the instructional program, such leaves shall normally be taken in semester increments.
  - iii. Leave granted under this section shall be limited to two (2) years within a five-year period with the following exception:  
 An employee who wishes to serve in public office may request an exception of the two (2) year unpaid leave limitation in accordance with the provisions of this section.
  - iv. Reasons for such leave shall include personal health problems, including rehabilitation and regeneration. Employees may accept gainful employment during such leave to include, but not be limited to, Peace Corps, religious reasons, VISTA, and work with other government agencies.
  - v. An employee granted a leave under this section shall notify the site administrator in writing of his/her intent to return or seek additional leave as follows:
    - a. For leaves granted for the first semester, thirty (30) work days prior to the end of the semester; or
    - b. For leaves granted for the second semester or one school year, no later than March 1
3. Benefits During Unpaid Leave
  - i. Any employee granted a leave of absence as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing District programs during the leave, provided the entire premiums (Board and employee contribution) for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.
  - ii. To the extent permitted by the Florida Retirement System, employees shall be given the opportunity to continue retirement programs, provided the employee pays the full cost of

such programs. Forms are available from the Florida Retirement System for the employee to purchase such leave time.

4. Family Medical Leave - Employees requesting unpaid leave for serious personal or family illness are entitled to continued Board contributions to insurance programs as provided for in the Family Medical Leave Act. Employees wishing to receive this benefit must identify their leave request as a "Family Medical Leave" prior to taking the leave and submit a completed "Certification of Physician" form with their leave request. Employees who do not return to work with the District shall be required to repay the Board contributions made during their unpaid leave.
  - i. Eligibility:

All full-time employees covered by this agreement who have worked for the Board at least twelve (12) months preceding the start of leave may be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period when leave is taken for one or more of the following circumstances:

    - a. The birth of a son or daughter of an employee and to care for the child.
    - b. The placement of a son or daughter with an employee for adoption or foster care.
    - c. To care for the spouse, son, daughter or parent of an employee, if the family member has a serious health condition.
    - d. The employee is unable to perform the functions of the position because of the educational support personnel's own serious health condition.

N. Bereavement Leave

1. A full-time employee who has completed the probationary period and has exhausted all available leave may apply for up to (2) days paid bereavement leave in the event of a death in his/her immediate family to make funeral arrangements or to attend the funeral.
  - i. Immediate family is defined as a spouse, parent, grandparent, sibling, or children.
  - ii. An employee may apply for a maximum of 2 days paid bereavement leave per fiscal year.
2. Bereavement leave is not accumulative. Employees will not be paid bereavement for days not scheduled to work. Employees are required to provide a copy of the obituary or other satisfactory document to be attached to the leave request.

## ARTICLE VII PERFORMANCE APPRAISAL

The parties recognize that the evaluation of the performance of all employees is the responsibility of the administration. The evaluation process is designed to assess and communicate performance effectiveness, to aid in improving performance of assigned duties, and if necessary, to develop a performance improvement plan to assist in addressing deficiencies for the employee whose performance is not satisfactory. The process is not to be used as a vindictive measure.

- A. An annual performance assessment shall be made of each employee by his or her immediate supervisor or the superintendent's designee. The period covered by the annual evaluation shall coincide with an employee's school year/fiscal year contract.
- B. Within two (2) weeks after the beginning of employment, or as soon thereafter as practicable, each employee shall be given a copy of the non- instructional assessment criteria or the appropriate form to be used. This distribution shall be followed by an explanation and discussion of the assessment process.
- C. The supervisor shall schedule a meeting with the employee to discuss the Annual Performance Assessment no later than fifteen (15) days after the completion of the evaluation period or by June 30, whichever is earlier. Each completed assessment form for the employee and all copies of it shall be dated and signed by the immediate supervisor and the employee, with the employee receiving one copy. The employee's signature indicates only that he/she has read the completed form, and not necessarily that he/she agrees with the assessment. The employee may attach any written comments to any written assessment within ten (10) days of the assessment review meeting.
- D. If the assessment indicates that the employee is not performing in a satisfactory manner, the immediate supervisor or the superintendent's designee shall provide assistance to the employee in correcting the areas of poor performance within a reasonable prescribed period of time.
- E. The process of performance assessments of each employee shall continue throughout the duration of her/his employment, with each assessment subject to amendment whenever such amendment shall, in the opinion of assessor, be justified, and may be based on any information that is available to him/her at the time assessment is made.
- F. "Needs Improvement" or "Unsatisfactory" Evaluations.
  1. "Needs Improvement" Evaluation.
    - i. An employee who receives an overall "Needs Improvement" evaluation shall be provided a Professional Development Assistance Form within ten (10) days of such receipt that contains at least the following information:
      - a. a description of the performance that needs to be improved;
      - b. the performance improvement desired;
      - c. assistance to be provided the employee including supervisory feedback, training, etc;
      - d. length of time within which to achieve the improvement; and
      - e. possible consequences for failure to improve performance.
    - ii. An employee, excluding employees within their first 97 days of employment, shall be provided a total of at least sixty (60) days or until the end of their work year whichever comes first, within which to improve performance to a "Satisfactory" level. The employee's performance shall be reevaluated within ten (10) days of the conclusion of the performance period.
    - iii. Annual salary increases shall not be withheld based on a "Needs Improvement" evaluation.
  2. "Unsatisfactory" Evaluation.
    - i. An employee who receives an overall "Unsatisfactory" evaluation shall be provided a Professional Development Assistance Form within ten (10) days of such receipt that contains at least the following information:
      - a. a description of the unsatisfactory performance;
      - b. the performance improvement desired;
      - c. assistance to be provided the employee including supervisory feedback, training, etc;
      - d. length of time within which to achieve the improvement; and possible consequences

- for failure to improve performance.
- ii. An employee shall be provided a total of at least forty (40) days, or until the end of their work year whichever comes first, within which to improve performance to a "Satisfactory" or "Needs Improvement" level. The employee's performance shall be reevaluated within ten (10) days of the conclusion of the performance period.
    - a. If, at the end of such period, an employee's performance continues to be evaluated as "Unsatisfactory", the supervisor may provide the employee with up to an additional forty (40) days to improve to a "Satisfactory" or "Needs Improvement" level, or may proceed to terminate the employee's appointment.
    - b. If, at the end of such period, an employee's performance is evaluated as "Needs Improvement", the supervisor will continue to evaluate the employee under the procedures in F, 1, above.
  3. An employee whose performance is evaluated as "Unsatisfactory" shall not receive a salary increase during the period that such evaluation is in effect. If an employee's evaluation improves to "Satisfactory" or "Needs Improvement" during a period of no more than forty (40) days after the effective date of a salary increase, the employee shall be provided the salary increase on a prorated basis from the date of such evaluation.

## ARTICLE VIII

### TRANSFER AND REASSIGNMENT, LAYOFF AND RECALL

#### TRANSFER AND REASSIGNMENT

1. Definitions
  - A. Reassignments defined – A reassignment is movement of an employee from one position to another at the same work site.
  - B. Transfer defined – A transfer is movement of an employee from one work site to another.
  - C. Seniority defined – Seniority is defined as the total number of years the employee has been continuously employed by the Gadsden County School Board.
  - D. Qualifications: No employee shall be required to re-qualify for a position when seeking a transfer or reassignment to a position of equal qualifications.
2. Voluntary reassignment will be accomplished in the following manner:
  - A. Employees desiring reassignment may submit a written request to the facility manager during the vacancy period as posted.
  - B. All employees submitting the written request for reassignment within the worksite where a vacancy exists will be interviewed first.
  - C. The worksite manager will take the voluntary reassignment request for the position(s) available, and make a final determination among the candidates based on the following:
    1. Qualifications,
    2. Length of service in the district,
    3. Preferences of those requesting voluntary reassignment and,
    4. An interview.
  - D. Employees who are reassigned shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.
3. Voluntary transfers will be accomplished in the following manner:
  - A. Employees desiring voluntary transfer will submit a copy of a transfer form to the employee's immediate supervisor, and the district personnel office, during the vacancy period as posted.
  - B. All employees submitting transfer forms shall be interviewed following those employees who submitted reassignment forms.
  - C. The work site manager will take the voluntary transfer list and the list of positions available, making final determination based on the following:
    1. Qualifications,
    2. Length of service in the district,
    3. Preferences of the voluntary transfers and,
    4. An interview.
  - D. Employees who are voluntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.
  - E. Paraprofessionals who are employed in a Title 1 program and fall under the guidelines of ESEA



will be given priority to interview for vacancies to other work sites rather than meet additional requirements placed on Title I employees.

4. When involuntary transfer(s) in a school or department is necessary, the following procedure shall be followed:
  - A. The Superintendent shall determine the areas of reduction in specific departments.
  - B. Volunteers shall first be considered. Volunteers shall be transferred provided there is a school or program that is entitled to an employee with the volunteer's qualifications and the volunteer is approved by the receiving facility manager.
  - C. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made based on the length of service in the district with the lowest in length of service being transferred first.
  - D. A list of positions with necessary qualifications to fill each position will be made from all school or departments needing additional employees. Said list will be made available to all who are being transferred involuntarily.
  - E. Involuntary transfers will indicate their preference of the available positions.
  - F. The Superintendent will take the involuntary transfer list and the list of positions available, making assignments based on the following:
    1. Qualifications,
    2. Length of service in the district,
    3. Preferences of the involuntary transfers and,
    4. An interview.
  - G. In the event that no position exists for which the involuntary transfer is qualified, the employee will be placed in layoff according to Article VIII.
  - H. Employees who are involuntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract.
5. A volunteer is qualified if:
  - A. He/she is currently employed in a position with the same job classification; or
  - B. He/she has met the same requirements as specified on the job description.
6. A hiring freeze shall be in effect within that category while the involuntary transfer process is in progress.

#### Reduction in Personnel

In the event the School Board determines that the number of employees must be reduced, written notice shall be provided to GESPA. For the purpose of this article, the non-renewal of an annual status employee at the end of his/her contract shall not be deemed a reduction in personnel. The following procedures shall be controlling:

#### **LAYOFFS**

1. The School Board shall determine the departments, programs, areas, schools, work locations, and/or classifications in which the reductions or layoffs of employees shall take place.
2. Before laying off permanent status employees, the School Board will place permanent status employees in positions within the same job classification held by annual status employees.
3. The order of layoff of members of the bargaining unit shall be employees having the least amount of experience in the Gadsden County School District within the affected job classifications.

**RECALL**

1. The School Board shall determine the positions in which recall will be made and the number of employees to be recalled.
2. Employees shall be recalled in-the inverse order of layoff.
3. It shall be the responsibility of the employee to keep the Board informed of a current mailing address where a letter of recall can be sent. Letters of recall will be mailed by certified mail to the employee to the last address provided to the Board. Failure to respond to the letter of recall within ten (10) days after the receipt will be considered a resignation and the employee shall have no further right to recall.
4. If the employee has not been recalled within twelve (12) months, the layoff shall be considered permanent.

## ARTICLE IX GENERAL EMPLOYMENT PRACTICES

- A. Notice of all openings and vacancies shall be posted by the Superintendent or his designee for five (work days) days prior to the filling of the vacancy, in the district administration building and shall be transmitted to all work-site supervisors, who shall post the notice at the site. A copy of all vacancies shall be e-mailed or sent to the GESPA President prior to the five day posting notifying GESPA of all vacancies.
- B. For consideration for appointment to a summer employment position, an employee must file with the Superintendent on or before May 1 of each year, a written application on a form to be furnished by the Superintendent. In making assignments of employees to summer positions, the Board will take into consideration relevant factors including but not limited to continuous employment by the Board.
- C. A person employed to fill a full-time position shall be appointed to that position on probationary status for a period of six (6) months. A probationary employee is entitled to all benefits provided a regular employee including the right to become or not to become a member of the union.
- D. Employees may be dismissed from a position in which they hold probationary status at any time without the necessity for the showing of cause.
- E. For the first three years of employment, non-instructional personnel can be non-renewed at the end of a contractual year without specifying cause. After three (3) consecutive years of active employment and a recommendation for the fourth year, non-instructional personnel shall be classified as permanent employees.
- F. A permanent status person promoted within a job class shall serve in the higher classification on probationary status for three (3) months. The employee shall retain permanent status in the lower classification unless dismissed for cause for other than unsatisfactory performance. A permanent status person who voluntarily transfers to another job class shall serve in the new position on probationary status for three (3) months after which he/she will be granted permanent status.
- G. A permanent employee's status shall continue from year to year unless the Superintendent terminates the employee for just cause or the Superintendent reduces the number of employees on a district-wide basis for financial reasons.
- H. In an effort to assure the safety of all students and employees, the Gadsden County School Board has developed and implemented a Drug-Free Workplace and Drug and Alcohol Testing Program. The Policies and Procedures governing the Drug Free Work place and Drug and Alcohol Testing Program will be strictly adhered to.
- I. Employees under contract who admit they have an alcohol and/or drug problem, or who test positive, will be required to complete a substance abuse rehabilitation program at an authorized rehabilitation center. Accrued sick leave, vacation, short term disability benefits and leave of absence may be used for the period of time the employee is in rehabilitation. The School Board, with the cooperation of the employee, will make a one-time attempt to rehabilitate the employee prior to any job action being taken.
- J. For each classification, job descriptions will be developed and job incumbents will be provided the opportunity to have input into their job descriptions when developed and/or revised. Employees have the right to have their job descriptions reviewed by their manager/director. Job descriptions shall be distributed to all current non-instructional employees for the position to which they are assigned. The description shall include as a minimum:
  - 1. Job title and Description
  - 2. Minimum skills and qualifications required
  - 3. A specific statement of required tasks and responsibilities. Any evaluations of non-instructional employees' work performance shall be based solely upon said job descriptions and in accordance with Article VII – Performance Appraisal.

## ARTICLE X EMPLOYEE DISCIPLINE AND PERSONNEL FILES

Provisions of this article shall not pertain to probationary employees.

- A. The Superintendent, acting through his/her designees, may discipline employees for just cause. Just Cause shall be defined as:
1. The Board or its designees made an effort to discover if, in fact, the employee did violate or disobey a rule or order of management or did commit any of the acts referred to by Section 1012.33, Florida Statutes or violate any provision of the Department of Education Code of Ethics, prior to taking official action or,
  2. The Board or its designees conducted a fair and objective investigation of the facts.
  3. The Board applied its rule and penalties uniformly and without discrimination to all employees.
  4. The employee was given an opportunity to present her/his side prior to official action being taken.
  5. The Board's rule or order that the employee is alleged to have violated was not arbitrary, capricious or discriminatory.
  6. The Board gave the employee forewarning of the consequences or possible consequences if the employee did not obey the rule or order.
  7. When determining the degree of discipline, consideration will be given to the employee's service record and the nature of the offense.
- B. Representation at Investigatory Discussion. When an employee is requested to appear before a site administrator/supervisor for the purpose of discussing matters that could be expected to lead to discipline or dismissal, the employee is entitled to have a representative present, upon request. An employee shall be notified at least forty-eight (48) hours in advance of such meetings, unless the seriousness of the matter dictates a shorter period of twenty-four (24) hours advance notice, and shall be advised of his/her right to have representation at the meeting. This provision shall not apply to meetings related to the employee assessment process described in Article 7 except for meetings that may be held to discuss a Professional Development Assistance Form related to an overall "Unsatisfactory" or "Needs Improvement" evaluation under Section C.
- C. Disciplinary Procedures - Suspension without Pay and Dismissal. When disciplinary action in the form of suspension without pay or dismissal is proposed, an employee shall be provided the procedural safeguards described below. These procedures include providing the employee with a "Predetermination Notice" (Section C 1.), an opportunity for a "Predetermination Conference" (Section C 2.), and a "Notice of Recommended Final Action" (Section C 3.).
1. Predetermination Notice: Form and Delivery.
    - a. The employee shall be provided a written "Predetermination Notice" of the proposed action by personal delivery or certified mail, return receipt requested, at least ten (10) days prior to the date the action is to be taken. An employee may be suspended temporarily with pay, however, without such prior notice, until a decision is rendered and effective in the evidentiary hearing described in Section D, below.
    - b. The "Predetermination Notice" shall be signed by the site administrator/supervisor who is authorized by the Superintendent to discipline employees and shall include the following contents:
      - i. The disciplinary action proposed and its effective date.
      - ii. The specific charges or reasons for the action, including identification of any documents and witnesses on which the charges are then known to be based.
      - iii. A statement advising the employee that he/she may, within five (5) days of receipt of the "Notice," submit a request in writing on a form enclosed with the "Notice" for a "Predetermination Conference" in order to make an oral or written statement, or both, to the Superintendent's designee to refute or explain the charges made against the employee. The "Notice" shall state that failure of the

employee to submit the written form requesting a “Conference” within five (5) days constitutes a waiver of his/her rights to such “Conference” and that in the absence of a response, the proposed disciplinary action shall become effective as proposed in the “Notice.”

- iv. The “Notice” shall give the name and address of the person with whom the request for a “Predetermination Conference” shall be filed. The “Notice” shall advise the employee that the “Conference” will be held prior to the proposed effective date of the action, at a time and place determined by the Superintendent’s designee, normally during regular business hours.
  - v. A statement that the Superintendent and the Board are sincere in their desire to reduce the risk of error in taking the disciplinary action against the employee and to avoid wrongful damaging of the employee’s reputation by untrue or erroneous charges, and therefore, the Superintendent and the Board are sincerely interested in receiving and considering the employee’s response.
  - vi. A statement advising the employee of his/her right to representation at the “Predetermination Conference.”
2. Predetermination Conference.
- a. The “Conference” shall be conducted by the Superintendent’s designee who shall recommend action to the Board concerning the employee.
  - b. The “Conference” shall be set on at least five (5) days notice, and accommodation shall be made to insure it is conducted at a time and in a manner mutually agreed upon by both parties. .
  - c. The person conducting the “Conference” shall convene the “Conference” at the time and place set and shall identify himself/herself, the employee and all other participants, and explain that the purpose of the “Conference” is to hear all sides of the charges so as to protect the employee from erroneous or arbitrary adverse action.
  - d. The “Conference” shall be formal. Its purpose shall be to discuss the basis of the proposed action and to reach a recommendation for final action. The Rules of Evidence shall not apply. The employee and the Board may bring a qualified representative to assist or advise him/her.
  - e. In order to promote an atmosphere conducive to free and open discussion of the charges and proposed disciplinary action, the parties may not cross-examine unwilling persons – managers or employees. The Superintendent’s designee is responsible, however, for gathering information relevant to his/her decision and may, therefore, question anyone present in order to gather such information. In this regard, the Superintendent’s designee shall ask questions of a party or witness, as requested by either party, in an area that is relevant to the decision.
  - f. The employee shall be permitted to submit relevant information personally and by witness, orally and in writing, with the privilege being reserved by the Superintendent’s designee to give that information such weight, as he/she deems proper.
  - g. At the conclusion of the “Conference,” the Superintendent’s designee shall inform the employee when he/she will recommend whether to uphold the proposed disciplinary action.
3. Notice of Final Action.
- a. The Superintendent or designee shall notify the employee of his/her decision in writing by personal delivery or by certified mail, return receipt requested. If the decision is to uphold the proposed discipline, the “Notice of Recommended Final Action” must be provided to the employee at least five (5) days prior to the date the discipline is to be effective.
  - b. The “Notice of Recommended Final Action” shall specify the facts relied upon by the Superintendent’s designee in reaching his/her decision, and shall refer to the policies, rules, laws or other legal basis on which the action is premised. The “Notice” shall endeavor to place the employee on actual notice of the decision-maker’s rationale.
  - c. The “Notice of Recommended Final Action” shall also describe the employee’s right to have the decision reviewed through an evidentiary hearing (see Section D, below). If the

employee does not request an evidentiary hearing, the recommended final action will become Final Action when acted upon by the School Board. The Board or its designee will issue a Notice of Final Action within 5 working days of Board action.

4. Period between Notice of Final Action and Effective Date of Action. During the period between the issuance of the "Notice of Final Action" and the effective date of any disciplinary action, the employee shall be expected to perform his/her usual duties without disrupting fellow employees, or other persons or the employer's activities. If it is deemed highly desirable or necessary that the employee not continue to perform the same duties in the same location during this period, the Superintendent or designee may temporarily assign the employee to other duties. Alternatively, an employee may be suspended with pay, as provided in Section C, 1.a.
5. No Reprisal. An employee who participates in these disciplinary procedures shall not be subjected to reprisal, interference, or coercion as a result of such participation.

D. Post-Determination Hearing.

1. A permanent employee who is suspended without pay or dismissed and who has participated in a "Predetermination Conference" and received a "Notice of Final Action" as described in Section C, 2 and 3., above, shall be entitled to a *de novo* evidentiary hearing in accordance with the procedures outlined in the Florida Administrative Procedures Act, Chapter 120, Florida Statutes. An employee must elect in writing to proceed with such a hearing within fourteen (14) days of receipt of a "Notice of Final Action" (see Section C. 3. c, above.)
2. An employee who prevails in a post-determination hearing shall be entitled to back pay, less mitigating earnings; legal interest; other equitable relief, including correction of personnel records; and reasonable attorney fees and costs. The amount of any monetary award for back pay, interest, and attorney fees shall be determined by the Board, in the exercise of its discretion, based upon the evidence submitted.

E. Public Reprimand. An administrator shall not reprimand an employee in the presence of the employee's colleagues, teachers (other than the supervising teachers), or in the presence of students or the parents of such students. When reprimand or criticism is deemed necessary, it shall be made with discretion and out of public view and hearing.

F. Personnel Files.

1. An employee shall have the right to review the contents of all records of the Board pertaining to the employee originating after initial employment and to have a representative of GESPA accompany him/her in such review. Other examination of an employee's file shall be limited to qualified supervisory personnel, except that GESPA representatives, with an employee's permission, may review such files when necessary for contract administration purposes or to provide the employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.
2. Material relating to work performance or other matters that may be cause for discipline originating after initial employment must be reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the material before being placed in an employee's personnel file. The employee shall be given an opportunity to review and sign the material. The employee's signature shall acknowledge that the employee has reviewed the material but shall not be interpreted to indicate his/her agreement with its contents. Complaints against the employee shall be put in writing with names of complainants, administrative action taken, and remedy clearly stated. The employee may respond in writing to any material, including complaints, which response shall be attached to the file copy of the material in question.
3. All recommendations shall be based solely on the contents of the employee's personnel file.

## **ARTICLE XI INSURANCE**

- A. Board shall provide for each employee, without cost to him/her, group term life and dental insurance. The Board will contribute for each employee no less than seventy-five percent (75%) for Capital Health Plan Insurance monthly to be applied toward payment of the single rate premium for Hospital-Medical-Surgical insurance.
- B. The Board during the life of this Agreement may at its sole option increase or decrease any and/or all of the benefits provided under this plan notifying the GESPA of any such increase(s) or decrease(s) at least thirty (30) days in advance.
- C. An insurance committee consisting of 3 members appointed by each bargaining unit and 3 members appointed by the Superintendent shall be established to investigate insurance alternatives and make recommendations to the Board and their respective members. This committee shall convene in January of each year and shall report its findings to each party prior to the regularly scheduled March Board meeting. The committee shall be advisory in nature and devise its own internal working procedure. Should the committee not convene and make recommendations as required, the Board shall proceed, as it deems appropriate in matters relating to its insurance provisions.

## ARTICLES XII HOURS AND WORKING CONDITIONS

Annually, a committee consisting of 3 members appointed by GESPA and 3 members appointed by the Superintendent, shall be established to review working conditions and make recommendations as needed. The committee shall be advisory in nature and shall devise its own internal working procedure. The committee shall convene in October and shall report its findings to the chief negotiators before December 31 each year.

- A. Compensatory Time. Compensatory time shall be granted when the following provisions are met.
1. Earning of Compensatory Time.
    - a. Pursuant to the provisions of the Fair Labor Standards Act and pertinent CFR provisions, the Board may choose to offer compensatory time, at a rate of one and one-half hours for each overtime hour worked, in lieu of overtime compensation, for time spent by employees engaging in duties beyond the normal contractual day causing them to work beyond their normal work week (40 hours).
    - b. Compensatory time is not actually accrued and available for use until the end of the work week during which the additional hours were performed. Further, while long-term additional duties beyond the normal work weeks may be pre-approved by a supervisor and/or a representative of the Superintendent for administrative convenience, compensatory time for carrying out such long-term, extra duties only accrues and becomes usable on a weekly basis at the end of each work week in which the employee carries out the extra duties extending beyond the normal work week.
    - c. Federal law applicable to this bargaining unit's members presently authorized the accrual for compensatory time up to 240 hours; however, the District supervisors shall make every reasonable effort to limit the number of accrued compensatory time hours to 40. Notwithstanding the intention of the parties to manage and restrict compensatory time hours in this manner, employees must either be allowed to continue to accrue compensatory time beyond 40 hours up to the maximum allowable number of 240, or be paid overtime wages at one and one-half times their normal pay rate whenever their supervisors ask or expect them to take additional duties that cause them to have an accrued balance of more than 240 hours of compensatory time, the District must pay appropriate overtime wage compensation for all compensatory hours accrued beyond 240.
    - d. The nature and extent of employee assignments beyond the normal workday for which compensatory time will be granted shall be determined by the site administrator consistent with the provisions of this Contract.
    - e. Compensatory time accrual shall apply to activities, such as faculty meetings, bus duty beyond the normal workday, parent-teacher organization meetings, school open houses and other extra, school-related activities that require employees to carry out additional duties beyond their normal work day/work weeks.
  2. Use of Compensatory Time.
    - a. Consistent with the parties' stated goal of restricting the accrual of compensatory time to a maximum of 40 hours, site administrators shall approve all reasonable employee compensatory time leave requests unless doing so would demonstrably create an unavoidable burden upon the function of the site administrator's operation;
    - b. The District may, at its discretion, substitute the payment of overtime wages, at a rate of no less than one and one-half times the employee's normal hourly rate, for accrued compensatory time.
    - c. Accrued compensatory time shall remain available for the employee's future use and cannot be forfeited or otherwise determined to have lapsed.
    - d. Within the first 30 days of the employee contract year, each site administrator shall provide to employees at the site a copy of the plan for implementing compensatory time at that site



that is consistent with the provisions of this section.

- e. Upon an employee's termination, resignation, retirement or separation from employment for any reason, accrued compensatory time shall be converted to into overtime wages and paid to the employee at a rate of not less than one and one-half times the regular rate of compensation.
- B. An employee shall be given written notice of his/her employment status for the forthcoming school year/fiscal year no later than the final day of the employee's school year/fiscal year contract. In the event changes in an employee's appointment are proposed, the employee affected shall be notified promptly in writing. The employer reserves the right to adjust hours of work to meet program needs.
- C. **Work Break and Lunch Period.**
1. **Work Break.** Employees shall be granted one fifteen (15) minute break near the middle of each four (4) consecutive hour work period. Unused work breaks shall not be accumulated nor shall work breaks be scheduled at the beginning or end of a work shift.
  2. **Lunch Period.** An unpaid duty-free lunch period of at least thirty (30) minutes shall be provided for any employee scheduled to work more than four (4) consecutive hours.
- D. **School Food Service.**
1. One lunch is provided for school food service employees for 180 school days. One breakfast is provided for school food service employees who work in the breakfast program.
  2. The School Board will provide three uniforms for all cafeteria employees.—Appropriate shoes with non-skid soles are required.
- E. **Transportation Employees**
1. **Definitions:**
    - i. **“Driving time”** is defined as that time necessary to drive a school bus from a central storage location or residence to the first student pick-up of the route and from the last drop-off to the appropriate parking location.
    - ii. **“Related duties”** is defined as any duty assigned or required that does not fall under the definition of driving time.
    - iii. **“Reposition”** is movement of a bus driver from one route to another during the school year or during rerouting in the summer months.
    - iv. **“Medically complex children”** are children who are health-impaired that have a physical condition that is chronic in nature. In the context of pupil transportation, “medically complex children” must be documented by an IEP and the bus services should include a bus attendant.
  2. Bus drivers shall work for six (6) hours per day which includes cleaning time and related duties (morning and evening). No additional hour is paid for driving a bus serving ESE students.
  3. Bus attendants shall work five (5) hours per day.
  4. Lead bus drivers shall work six (6) hours per day. Lead bus drivers shall be available during those six (6) hours to drive as needed. The salary will be paid in accordance with the Bus Driver salary schedule plus 10%.
  5. Bus Drivers are required to have Eight (8) hours training to be paid at Ten (\$10.00) per hour.
  6. Bus Attendants are required to train in accordance to their job description and will be paid \$9.00 per hour
  7. **Field Trip Procedures:**
    - a. Employees may be employed in addition to their regular duties to drive school buses for field

trips and other extracurricular activities, providing they hold the proper license. Regular bus drivers will be paid at a rate of \$9.50 per hour, if paid from school internal accounts and the general fund, and \$15.00 per hour for all grants.

- b. Bus drivers wishing to drive for field trips and other extracurricular activities may be considered by completing a request to be placed on a list for field trips or other extracurricular activities. Bus drivers who request that their names be placed upon such a list will be selected to drive in order of seniority. Each driver on the list will be offered an opportunity to drive for field trips or extracurricular activities before repeat drivers are offered additional trips.
- c. There will be two (2) documented attempts over a period of two (2) days to contact a driver. If an answering machine is contacted, a message will be left to call the Transportation office. In the event of less than two days notice of a field trip is given, management will use the first available driver according to the seniority list. Drivers who cannot be contacted because of the short notice will not lose their regular rotation.

In the event of a short notice (two hours prior to the trip) the next eligible driver may reject without losing their position on the roster. Except in cases of emergency, in the event a bus driver fails to show for a scheduled field trip, he/she shall forfeit his/her position on that field trip roster for one rotation. Operators who fail to report for assigned trips or who regularly reject trips without legitimate reasons shall be counseled concerning whether they wish to remain on the list. Continuation of either practice shall cause an operator to be deleted from the list. In addition they will not be allowed to make up the trip they failed to show for.

- d. Management has the right to pass over drivers that would earn overtime if assigned a field trip at that time. Drivers passed over will not lose their regular rotation.
- e. All trips assigned for the previous month will be posted in the Transportation Department by the tenth of the month. Postings will show persons assigned, hours, dates and number of trips taken.
- f. When a driver's turn for a field trip occurs during regular working hours, a substitute must be placed on that route. If the regular driver is out past midnight, the substitute is to return for the A.M. route. The driver is to report for the P.M. route.
- g. Trips are to be issued by geographic area unless otherwise requested.
  - i. Work in geographic area
  - ii. Work district wide

- 8. Transportation positions available for summer employment for bus drivers shall be filled as follows:
  - a. Available positions shall be posted at each work site as soon as practical prior to the beginning of summer for bus drivers.
  - b. Applicants from within the school system shall be afforded the first opportunity to apply for the available positions.
  - c. Seniority among current employees shall be the determining criteria for the filling of the available positions. If a driver is assigned a position and a grant position later becomes available a driver may apply in writing for the posted grant position.
  - d. Management reserves the right to assign drivers the routes involving medically complex children without regard to seniority. Criteria for selection of such drivers shall be experience transporting medically complex children and/or special training relating to providing services to medically complex children.
- 9. Repositioning of drivers:
  - a. Employees desiring to reposition may submit a written request to the Director of Transportation when an open route becomes available.
  - b. The Director of Transportation will make a determination of the repositioning of drivers based on the following:
  - c. qualifications

- d. length of service to the district as a bus driver

G Maintenance, Mechanics and Custodial/Janitorial On-Call and Call Back Procedure

1. **Definitions:**

- a. After-Hours – For this document, on-call and after-hours are synonymous and interchangeable.
- b. On-Call – The status of an employee that has agreed to be available for a specified time after normal business hours.
- c. On-Call Hours – The time outside of normal business hours. The following schedules are current but are subject to change. Schedule changes would not require further Board action for on-call.

2. **Schedules:**

a. **Maintenance Schedule**

Normal Schedule – 4:00 pm to 7:30 am Monday through Friday and all-day holidays and weekends.

Summer Schedule – 5:00 pm to 7:00 am Monday through Thursday and all-day Friday, holidays and weekends.

On-Call Work Week - An on-call work week starts at 4:00 PM Monday and runs to 7:30 AM the following Monday.

b. **Transportation Mechanics Schedule -**

Normal Schedule- 5:30 am - 2:30 pm

7:00 am - 4:00 pm

8:00 am - 5:00 pm

Summer Schedule- 7:00 am - 5:00 pm 4 day work week

After hours- wrecker calls and after 5 pm service calls assigned by shop supervisor

c. **Custodial Schedule**

Custodial On-call schedule is optional at the discretion of the principal at each school. Schedules may vary based on normal working hours for each custodian.

Call-Back – Call-back is when an employee has been dispatched back to work after normal business hours.

**On-Call Obligation:**

An on-call employee is not required to remain on site but is required to be available and in fit condition for duty. Fit condition shall include refraining from the use of alcohol and/or other substances which may impair the employees' ability to drive and perform required duties while on-call.

In the event an on-call person falls sick during his appointed time, he shall immediately notify his supervisor so duties can be assigned to another employee.

If supplied, on-call employees are required to wear their district issued cell phone. When contacted, the on-call employee is required to respond within 20 minutes and when called-back to work, should be onsite within 90 minutes. On-call employees shall ensure they can be reached when called.

3. On-Call and Call-Back Pay:
  - a. There are 168 hours per week. Subtract the normal 40-hour work week and it leaves 128 on-call hours. On-call pay shall be calculated at \$1.00 per hour.
  - b. When called-back to work after hours, an on-call employee shall receive their normal hourly pay rate while on the job. This is in addition to the \$1.00 per hour rate. There shall be a 2-hour minimum for call-back.
  - c. The on-call employee shall be responsible for logging and submitting call-back time. Travel time is not calculated as time worked.
  - d. Overtime or compensatory time shall be only accrued on hours worked over 40 per week. On-call hours are not counted as hours worked. On-call rate is added to the employee's normal hourly rate when calculating overtime.

## ARTICLE XIII TERMINAL PAY

- A. All payments made pursuant to this Article shall be subject to law and rules and regulations of the Florida State Board of Education.
- B. Terminal pay for accumulated sick leave will, except as hereinafter otherwise indicated, be provided to all full-time employees at resignation without retirement, at normal retirement, or to the beneficiary if such service is terminated by death. The sick leave days used in calculating the amount of such terminal pay shall not include any such days earned otherwise than in full-time service of this School District. Such terminal pay shall not exceed an amount determined as follows:
1. For the individual herself/himself, upon separation from such service by resignation without retirement, PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least twenty (20) years: the daily rate of pay of the individual at that time multiplied by one hundred (100) percent times the number of days of accumulated sick leave.
  2. For the individual herself/himself, upon normal retirement, PROVIDED that he/she must then have been in the full-time creditable service of this School District for at least ten (10) creditable years, a sum determined by multiplying the individual's then current average daily rate of pay by her/his number of days of accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:
    - After the 10th year 50%
    - After the 11th year 50%
    - After the 12th year 50%
    - After the 13th year 65%
    - After the 14th year 70%
    - After the 15th year 75%
    - After the 16th year 80%
    - After the 17th year 85%
    - After the 18th year 90%
    - After the 19th year 95%
    - After the 20th year 100%
  3. For the beneficiary, upon the death of the individual in the service of this School District, a sum determined by multiplying the decedent's then current average daily rate of pay by her/his number of days of accumulated sick leave, times a percentage figure depending on her/his number of years of such service, as hereinafter indicated:
    - During the first 3 years 35%
    - During the next 3 years 40%
    - During the next 3 years 45%
    - During the next 3 years 50%
    - During the 13th year 60%
    - During the 14th year 65%
    - During the 15th year 70%
    - During the 16th year 75%
    - During the 17th year 80%
    - During the 18th year 85%
    - During the 19th year 90%
    - During the 20th year 95%
    - During and after the 21st year 100%

Such terminal pay, when paid upon resignation without retirement, or upon normal retirement, shall be paid only where the individual's resignation or retirement is concurrent in time with her/his separation

from the full-time service of this School District, except those employees enrolled in DROP, and then only if he/she is resigning or retiring under favorable circumstances, and not, for example, if the individual is being or has been dismissed by the Board, or if proceedings for such dismissal are pending. Further, such payment shall not be made if, within three (3) calendar years preceding the individual's separation from the full-time service of this School District, the individual has or shall have been convicted, under the laws of the United States of America or any State thereof, of a felony. The plea of guilty in any court, or the decision of guilty by any court, or the forfeiture of a bond in any court of law, or the written acknowledgment of having so committed any such offense, duly witnessed and made to the Superintendent or his duly appointed representative or the School Board, shall, for the purpose of this Article, have the same effect as that of a conviction of the offense.

- C. "Normal retirement," is defined as having 10 years of creditable service and age 62; or 30 years of creditable service regardless of age (this can include credit for up to 4 years of military service). For those employees who elect to participate in DROP, compensation will be disbursed according to School Board Policy.
- D. Terminal pay for accumulated sick leave paid to any person pursuant to this Article XIII shall totally replace and be in lieu of any and all payments to which the recipient might otherwise be entitled pursuant to any rule or other provision by the Board relating to terminal pay for accumulated sick leave.

## ARTICLE XIV PROFESSIONAL COMPENSATION

Salaries shall be paid to the employee on a monthly basis.

- A. Classroom Coverage. An employee may be placed in charge of a classroom under the following circumstances:
  - 1. An employee may be assigned to a classroom for up to two hours when the unanticipated absence of a certified teacher requires such classroom coverage. If an employee is assigned to provide such coverage for more than two hours during a day, the site administrator shall compensate the employee for the total hours worked during the day in this capacity under the provisions of paragraph 2 below. In circumstances of unanticipated absence that extend beyond two hours, site administrators shall, consistent with other staffing needs, assign one employee to provide coverage during the entire period rather than two or more employees at various times throughout the day. Site administrators shall, where possible, assign for this purpose only those employees who have indicated an interest in receiving such assignments.
  - 2. When a teacher notifies a site administrator that s/he is sick, going to be on personal leave, or on In-Line-of Duty, an employee may be assigned as a substitute teacher. Administrators shall, consistent with other staffing needs, assign one employee to provide coverage during the entire period of absence rather than two or more employees at various times throughout the period. Site administrators shall, where possible, assign for this purpose only those employees who have indicated an interest in receiving such assignments. If the employee is assigned to provide such coverage for more than two hours during a day, the employee will be paid one and one-half times their regular hourly rate of pay or at the current substitute teacher rate, whichever is greater, for the total time worked as a substitute, including any time worked during the day in the status described in paragraph A above.
- B. Automobile Allowance: An employee covered by this Contract who uses his/her automobile for School Board business shall be compensated for such travel at the current rate established by the Board. Such mileage reimbursement shall not include routine travel to or from the employee's home and an assigned work location. In order to receive mileage reimbursement, the employee must complete the proper forms and have the proper authorization as provided in Board policy.
- C. Employees who are required to be on call District-wide and carry an emergency phone that significantly restricts their freedom of movement and may necessitate their returning to the work site may use their assigned county vehicle to travel between their home and regular work site as well as to travel to the site of any emergency during the days that they are assigned such district-wide on-call assignment.
- D. Employees who are required to participate in Staff Development outside their regular workday will be compensated at their hourly rate of pay, including overtime where applicable.
- E. Employment after retirement – Beginning July 1, 2008 all retirees who remain unemployed for the appropriate time as defined by law and are reemployed with the School Board to appropriate positions as defined by F.S. 121.09 (9) (b) (3) will be placed on the salary schedule at Step 0 for their appropriate job assignment. Retirees will have the ability to move through normal step progressions for each year of service. Retirees who return to service with the School Board will remain on annual contract status until their relationship with the district is severed.

**ARTICLE XV  
AMENDMENT AND DURATION**

- A. Entire Agreement.
1. The parties acknowledge that during the negotiations resulting in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Contract. This Contract constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to a mutual agreement by the parties to modify the Contract. Such changes shall be reduced to writing, ratified and signed by the parties, and shall become an amendment to this Contract.
  2. The Board and GESPA each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. As an exception to this provision, the parties will enter into negotiations that are necessary to address changes in terms and conditions of employment mandated by State or federal legislation.
- B. If a provision of this Contract is declared illegal or invalid by a court of competent jurisdiction, or rendered invalid by reason of subsequently enacted legislation, such action shall not invalidate the remaining provisions. In the event of such occurrence, the parties to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for the part declared illegal or invalid.
- C. This Contract shall be effective on the date of its ratification by both parties and shall remain in full force and effect through June 30, 2023. New provisions shall be effective on the date of ratification unless a provision provides otherwise by its terms.

For the Gadsden Educational Staff  
Professional Association (GESPA)

For The School Board of Gadsden County

\_\_\_\_\_  
GESPA President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Big Bend Executive Director

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Date



**APPENDIX A  
NON-INSTRUCTIONAL SALARY SCHEDULE  
DISTRICT/SCHOOL LEVEL**

A One Dollar (\$1.00) across the board salary increase for all non-instructional employees covered by the GESPA Contact to be effective upon ratification by both parties. This will be added to the base hourly salary as reflected on this salary scale.

	T C H R A I D E	T C H R A I D E	T C H R A I D E	O T H  T R A N S	C U S T O D I A N	D R I V E R S	F O O D  P R E P	F O O D  S U P P V	R E C P T I O N	S E C R E T A R Y	S E C R E T A R Y	O T H  M A I N T	M E C H A N I C	T E C H N I C I A N	O T H R  M A I N T
PAY-GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
STEP															
0	17447.17	18316.49	19475.24	18028.09	21331.3	11360.9	14667.2	15884.66	24402.76	25272.08	25851.97	24692.19	29330.28	31403.67	35924.34
1	17621.24	18491.59	19650.34	18200.1	21516.7	11562.78	14789.77	16007.23	24646.87	25527.52	26142.43	25086.68	29792.75	31942.36	37049.1
2	17795.31	18663.6	19823.38	18375.2	21701.07	11767.75	14912.34	16128.77	24888.92	25781.93	26431.86	25480.14	30256.25	32477.96	38174.89
3	17968.35	18838.7	19998.48	18548.24	21886.47	11969.63	15033.88	16251.34	25133.03	26037.37	26721.29	25875.66	30720.78	33015.62	39299.65
4	18143.45	19012.77	20171.52	18722.31	22071.87	12171.51	15155.42	16373.91	25376.11	26291.78	27010.72	26269.12	31184.28	33552.25	40423.38
5	18316.49	19152.85	20345.59	18896.38	22257.27	12375.45	15276.96	16494.42	25620.22	26548.25	27302.21	26663.61	31648.81	34090.94	41549.17
6	18491.59	19359.88	20519.66	19070.45	22443.7	12578.36	15398.5	16615.96	25862.27	26802.66	27590.61	27057.07	32112.31	34627.57	42672.9
7	18663.6	19545.28	20693.73	19244.52	22629.1	12781.27	15520.04	16737.5	26107.41	27057.07	27881.07	27451.56	32574.78	35165.23	43798.69
8	18838.7	19706.99	20866.77	19418.59	22813.47	12984.18	15642.61	16860.07	26350.49	27312.51	28170.5	27846.05	33039.31	35701.86	44924.48
9	19012.77	19882.09	21041.87	19591.63	22999.9	13186.06	15764.15	16991.91	26593.57	27566.92	28460.96	28240.54	33502.81	36240.55	46048.21
10	19185.81	20056.16	21213.88	19766.73	23185.3	13390	15884.66	17102.12	26837.68	27823.39	28749.36	28634	33966.31	36777.18	47174
11	19359.88	20229.2	21388.98	19938.74	23371.73	13592.91	16007.23	17224.69	27080.76	28077.8	29039.82	29028.49	34430.84	37314.84	48298.76
12	19534.98	20403.27	21563.05	20113.84	23557.13	13795.82	16128.77	17346.23	27323.84	28332.21	29330.28	29421.95	34894.34	37852.5	49424.55
13	19706.99	20577.34	21736.09	20287.91	23741.5	13997.7	16251.34	17466.74	27566.92	28587.65	29620.74	29817.47	35357.84	38389.13	50549.31
14	19882.09	20750.38	21910.16	20460.95	23927.93	14202.67	16373.91	17590.34	27811.03	28842.06	29909.14	30210.93	35821.34	38925.76	51727.63
15	20056.16	20925.48	22085.26	20635.02	24113.33	14404.55	16494.42	17711.88	28055.14	29098.53	30199.6	30605.42	36284.84	39463.42	52798.83
16	20229.2	21098.52	22257.27	20810.12	24298.73	14606.43	16615.96	17833.42	28297.19	29352.94	30489.03	30998.88	36749.37	40001.08	53923.59
17	20403.27	21273.62	22721.8	21213.88	24808.58	14809.34	16737.5	17954.96	28982.14	29607.35	30778.46	31880.56	37212.87	41075.37	55071.01

**APPENDIX A-1 – GUIDE TO POSITIONS  
FOR APPENDIX A  
NON-INSTRUCTIONAL SALARY SCHEDULE,  
DISTRICT/SCHOOL LEVEL**

PAY GRADE 1:	Educational Aide, Clerical Assistant, Media Assistant, Parent Liaison, ESE Self Help Assistant-No College
PAY GRADE 2:	Educational Paraprofessional, Clerical Assistant, Media Assistant -AA Degree or Equiv.
PAY GRADE 3:	Educational Paraprofessional, Clerical Assistant, Media Assistant -Bachelors Degree
PAY GRADE 4	Custodial Assistant, Bus Attendant
PAY GRADE 5:	Lead Custodian, Mechanic I, Warehouse Worker, Maintenance Assistant
PAY GRADE 6:	Bus Driver
PA Y GRADE 7:	Cafeteria Worker
PAY GRADE 8:	Assistant Cafeteria Manager
PAY GRADE 9:	Receptionist-Xerox, Assistant Secretary
PAY GRADE 10:	Secretary I
PAY GRADE 11:	Secretary II
PAY GRADE 12	Routing, Parts & Inventory Specialist, Maintenance Worker
PAY GRADE 13	Parts Manager, Mechanic II,
PAY GRADE 14	Audio Visual Equip. Technician, Boiler Mechanic, Electrician, Plumber, AC/Refrig. - Mechanic, Fire & Safety Inspector, Head Mechanic, Carpenter
PAY GRADE 15	Lead Plumbing/Gas Mechanic, Lead Electrician, Lead HVAC Refrigeration Mechanic, Lead Boiler Mechanic and Lead Carpenter

Salaries are annual amounts based on the number of days indicated. Positions requiring less work days than those shown will be paid based on the salary rate for the classification times the number of days employed during the regular employment period.

Salaries for food service employees are based on 7.5 hours per day. Rates for food service employees who are hired to work less than 7.5 hours per day shall be determined by dividing the applicable annual rate by 183 days and by 7.5 hours per day, then multiplying the hourly rate times the hours and days to be worked. Hours worked by school food service employees shall be at the discretion of the School Food Service Supervisor.

Cafeteria workers and assistant managers who were certified by the Florida School Food Service Association during the prior school year shall be paid \$150.00 bonus in August of the new school year, provided they are reemployed and included on the current membership roster of the Florida School Food Service Association.

Lunch is provided for school food service employees for 180 school days. One breakfast is provided for school food service employees who work in the breakfast program.

Non-instructional Personnel will receive their step increases based upon completed years of experience and one classification, as verified by the District, each year beginning July 1 as reflected in the salary schedule in Appendix A.

The Superintendent may recommend that a new employee be credited with a maximum of five years of previous experience, based upon the individual's job training and/or knowledge of the position for which employed. The Superintendent may recommend that an employee be placed in a lower step than to which he/she might normally be placed, or held at the salary paid for the previous year, based upon limited experience and/or failure to perform his/her duties in a satisfactory manner.

## **APPENDIX B**

### **PROFESSIONAL DEVELOPMENT**

#### Support Staff Professional Development Incentive

- A. An employee is eligible to receive a one-time Support Staff Professional Development Incentive of \$500 upon satisfaction of the following conditions:
  - a. Is currently serving in a full-time position in the GESPA bargaining unit and has permanent status;
  - b. Has received a “Meets Expectation” evaluation or higher for the most recent evaluation period;
  - c. Submits the required documentation of completion of each non-required job-related training to their immediate Supervisor or their designee, who inputs the course/training and the completed credits into a district database within 60 days; and
  - d. Notifies the district office when the full 75 hours have been completed
    - i. It is the individual employee’s responsibility to keep copies of all documentation of completed training
    - ii. All training must be job-related and approved by the employee’s supervisor
    - iii. Eligible training is defined as:
- B. Support Staff Professional Development Incentives are limited to one every two (2) years and no more than four (4) in the employee’s career with the district
- C. Any professional development earned in excess of the 75 hours may be carried forward to count toward the next two (2) year period
- D. Credit will be granted for the following activities:
  - a. Personal enrichment to enhance the understanding of a work assignment or prepare an employee for advancement
  - b. Any training provided by a state agency or a worksite that is not required training for a position to remain valid or continuing education required for a specific position
  - c. Professional development offered by GESPA, FEA, NEA, and AFT through online training that relates to non-instructional employee positions
- E. Credit will not be granted for the following:
  - a. Special assignments for which an employee receives compensation
  - b. Coursework required for renewing a professional credential for the purpose of continuing current employment.

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7c

**DATE OF SCHOOL BOARD MEETING:** March 22, 2022

**TITLE OF AGENDA ITEM:**

English Language Learners (ELL) Plan 2022-2025

English and Spanish

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

The English Language Learners (ELL) Plan is updated by the school district every 3 years per Florida Statue Rule 6A-6.0905 by the Florida Department of Education. The prepared plan is for the period form 2022-2025. The document is signed by the Superintendent, Chairperson of the District PLC, and approved by the school board.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Dr. Maria Pouncey

**POSITION:** PAEC Administrator for Instructional Services, Migrant/ELL Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

**CHAIRMAN'S SIGNATURE:** page(s) numbered

**Gadsden County  
2022-2025  
English Language Learners (ELL) Plan**


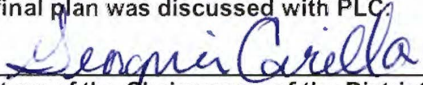
**Contact Person: Dr. Maria I. Pouncey  
LEA: Gadsden County, Florida  
Email: [pounceym@gcpsmail.com](mailto:pounceym@gcpsmail.com)  
Phone: 850-364-1430 ext. 2266**

**Rule 6A-6.0905  
Form ESOL 100  
(May 2017)**

Original signatures on Signature Pages are to be submitted to:

Bureau of Student Achievement through Language Acquisition  
 Florida Department of Education  
 325 West Gaines Street  
 444 Turlington Building  
 Tallahassee, Florida 32399-0400

FDOE INTERNAL USE ONLY

<b>(1) NAME OF THE DISTRICT:</b>	<b>(2) CONTACT NAME/TITLE:</b>	<b>(3) CONTACT PHONE NO (EXT.): EMAIL ADDRESS:</b>
Gadsden	Dr. Maria I. Pouncey EL Director	850-364-1430 pounceym@gcpsmail.com
<b>(4) MAILING ADDRESS:</b>  35 M. L. King Blvd. Quincy, FL 32351	<b>(5) PREPARED BY: (If different from contact person)</b> First Name: Maria Last Name: Pouncey Mailing Address: 3i5 N. Key Street, Quincy, FL 32351 Phone No: 850-364-1430 ext. 2266	
<b>(6) CERTIFICATION BY SCHOOL DISTRICT</b>		
The filing of this application has been authorized by the School Board and the undersigned representative has been duly authorized to submit this plan and act as the authorized representative of the district in connection with this plan.		
I, Elijah Key , do hereby certify that all facts, figures, and representations made in this plan are true and correct. Furthermore, all applicable statutes, rules, regulations, and procedures for program and fiscal control and for records maintenance will be implemented to ensure proper accountability.		
 Signature of Superintendent or Authorized Agency Head	<u>2/28/22</u> Date Signed	_____ Date of Governing Board Approval
<b>(7) Chairperson representing the District ELL Parent Leadership Council (PLC)</b>		
Name of Chairperson representing the District ELL PLC: Georgina Carrillo		
Contact Information for District PLC Chairperson:		
Mailing address: 1333 E. Jefferson Street, Lot #16, Quincy, FL 32351		
E-mail Address: carrillogina1987@icloud Phone Number: 850-445-1049		
Date final plan was discussed with PLC		
 Signature of the Chairperson of the District PLC	<u>02/16/2022</u> Date Signed by PLC Chairperson	

**DISTRICT ENGLISH LANGUAGE LEARNERS PLAN  
ASSURANCES AND CERTIFICATION**

School districts are required to abide by a set of assurances when developing and implementing programs and services to students classified as English Language Learners (ELLs), and are required to ensure school- and district-level personnel comply with all the requirements and provisions set forth in the laws, rules, regulations, and federal court orders listed below:

- The requirements set forth in Section 1003.56, Florida Statutes;
- The requirements set forth in Rules 6A-6.0902;6A-6.09022; 6A-6.09091; 6A-6.0903; 6A-6.0907; 6A-1.0503, Florida Administrative Code (F.A.C.), and other applicable State Board of Education Rules;
- The requirements of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015;
- The requirements of the Consent Decree in the League of United Latin American Citizens et al. v. the State Board of Education, 1990;
- The requirements of the Florida Educational Equity Act, 1984;
- The requirements based on the Fifth Circuit Court decision in Castañeda v. Pickard, 1981;
- The requirements based on the Supreme Court decision in Plyler v. DOE, 1982;
- The requirements based on the Supreme Court decision in Lau v. Nichols, 1974;
- The requirements of the Equal Educational Opportunities Act of 1974;
- The Requirements of Section 504 Rehabilitation Act of 1973;
- The requirements of the Office for Civil Rights Memorandum of May 25, 1970;
- The requirements of the Title VI and VII Civil Rights Act of 1964; and
- The requirements of the Office for Civil Rights Standards for the Title VI Compliance.

By signature below, I, Elijah Key, do hereby certify that procedures, processes and services that are described herein shall be implemented in a manner consistent with the requirements and provisions of the requirements set forth above.

  
\_\_\_\_\_  
Superintendent's Signature

2/28/2022  
\_\_\_\_\_  
Date Signed

## **Section 1: Identification (Rule 6A-6.0902, F.A.C.)**

### **Enrollment Procedures and Administration of the Home Language Survey (HLS).**

**Describe the Local Education Agency (LEA) registration procedures to register English Language Learners (ELLs). Responses should include the following:**

All students enrolling in Gadsden County Schools register at the individual school sites identified based on home address. Procedures are the same for all students. All students complete the Home Language Survey included in the registration packet.

Upon completion of the Student Enrollment/Registration form, the school Data Processor enters on the District student database all student demographic information, including native language, country of birth, immigrant student and date of entry into US school (DEUSS), which is provided by parent/guardian during the registration process.

Bilingual LEA personnel assist as needed.

### **How do LEA procedures compare to those followed for non-ELLs?**

At the time of registration all parents/guardians complete a Student Enrollment/Registration form at their child's school which contains the Home Language Survey:

(a) Is a language other than English used in the home?

(b) Did the student have a first language other than English?

(c) Does the student most frequently speak a language other than English?

If any of the three questions are answered "yes", the school's ESOL contact or the district ESOL office, if there is no ESOL school contact, is notified by the registrar and the student is given the IPT or WIDA screener.

### **Into what languages are the HLS translated?**

Spanish

### **How does the LEA assist parents and students who do not speak English in the registration process?**

ELL families are given assistance from bilingual school or district staff if needed for registration. Where available, district language facilitators can also assist with translating or interpreting registration documents, as well as transportation and other pertinent school information. For less commonly spoken languages in our district, we use Google Translate for assistance.

### **How do you identify immigrant students?**

Immigrant student information, along with the DEUSS is also captured on the Student Enrollment/Registration form. The term immigrant children and youth mean individuals who:



- (A) are ages 3 through 21; and
- (B) were not born in any State, the District of Columbia or Puerto Rico; and
- (C) have not been attending one or more schools in any one or more States for more than 3 full academic years.

Based on this definition, the student's immigrant code is Y and data element number is 131785.

### **How is Date Entered US School (DEUSS) obtained in the registration process?**

At the time of registration, parents complete the Home Language Survey, as well as questions regarding birthdate of student, country of birth, and the DEUSS date---the month, day and year the student entered school in the United States (any of the 50 states and the District of Columbia, excluding U.S. territories and possessions). If a student is entering our schools from another district in Florida or state within the U.S., records are requested from the previous school, and the original DEUSS date is entered into our student information system-data element 197237.

**Please include a link to your HLS.**

[http://images.pcmac.org/Uploads/GadsdenCounty/GadsdenCounty/Divisions/Forms/ESOL\\_Form\\_1\\_1.pdf](http://images.pcmac.org/Uploads/GadsdenCounty/GadsdenCounty/Divisions/Forms/ESOL_Form_1_1.pdf)

## **Section 2: English Language Proficiency Assessment (Rule 6A-6.0902, F.A.C.)**

### **1. English Language Proficiency (ELP) Assessment**

What is the title of the person(s) responsible for administering the ELP assessment of potential ELLs in the LEA? (Check all that apply.)

- Registrar
- ESOL Coordinator/Administrator
- Other (Specify)

### **2. Listening and Speaking Proficiency Assessment**

List the Listening and Speaking (Aural/Oral) assessment(s) used in the LEA and procedures followed to determine if a K-12 student is an ELL. **IPT or WIDA Screener**

**Describe the procedures to ensure that the Listening and Speaking assessment(s) are administered within 20 school days of the student's initial enrollment.**

If the student answers yes on the HLS, the registrar places the HLS data in the ESOL contact's mailbox. The ESOL contact or bilingual para will review forms daily, schedule the assessment, records test results and then emails both the teacher and registrar of completed testing to ensure that the listening and speaking test is conducted within 20 days of enrollment. All students who

are not proficient on the Listening and Speaking L/S assessment qualify for ESOL services and are coded as LY. Students enrolled in kindergarten through second grade who score within the fluent English speaking range of the (L/S) assesment are determined as non-ELL (ZZ). Students in grades 3-12 who score proficient in L/S are then administred a reading and writng assessment that must be completed as soon as possible after initial enrollment, but no later than thirty (30) days after enrollment.

### **Reading and Writing Proficiency Assessment**

List the Reading and Writing assessment(s) used in the LEA and procedures followed to determine if a student is an ELL in grades 3-12. **IPT or WIDA Screener**

### **3. ELL Committee**

**Describe the procedures used when the ELL Committee makes an entry (placement) decision. What type of documentation is used to support these decisions?**

Upon request of a parent or teacher, a student who is determined not to be an English Language Learner or any student determined to be an English Language Learner based solely on one reading or writing assessment may be referred to an ELL Committee. The parents' preference as to whether a student is determined to be an ELL or not to be an ELL shall be considered in the final decision. The ELL Committee may determine a student to be an English Language Learner or not to be an English Language Learner according to consideration of at least two (2) of the following criteria in addition to the entry assessment results:

- a. Extent and nature of prior educational or academic experience, social experience, and a student interview,
- b. Written recommendation and observation by current and previous instructional and supportive services staff,
- c. Level of mastery of basic competencies or skills in English and heritage language according to local, state or national criterion-referenced standards,
- d. Grades from the current or previous years, or
- e. Test results other than the entry assessments

## **Section 3: Programmatic Assessment (Rule 6A-6.0902, F.A.C.)**

### **Academic/Programmatic Assessment**

**Describe the procedures that have been implemented for determining prior academic experience of ELLs. Also, address the placement of ELLs with limited or no prior school experience(s) or whose prior school records are incomplete or**

**unobtainable. Specify actions taken to obtain prior school records. Include the procedures to determine appropriate grade level placement for ELLs.**

When a student's previous records are unattainable, parents are asked to provide contact information regarding prior educational experience. Students may be assessed for skills and school-readiness competencies in addition to English language assessments. The Guidance department makes a records request, and attempts are made to contact the student's previous schools to get as much information as possible regarding educational and testing history. ELLs are then placed accordingly, and academic success is monitored to ensure that accurate placement decisions were made. These procedures are documented on the programmatic assessment form and is maintained in the student's ELL folder.

### **Grade Level and Course Placement Procedures – Grades 9-12**

**Describe the procedures that have been implemented to determine appropriate grade and course placement. Descriptions must include the process used for awarding credit to ELLs entering high school in 9<sup>th</sup>-12<sup>th</sup> grades that have completed credits in countries outside of the United States, specifically addressing those students for which there is no documentation.**

Per 6A.6.0902 section 3-part b, "The school district shall award equal credit for courses taken in another country or a language other than English as they would the same courses taken in the United States or taken in English. For foreign-born students, the same district-adopted policies regarding age-appropriate placement shall be followed as are followed for students born in the United States." Student placement is not based solely on English Language Proficiency; an academic skills assessment may be administered in the home language if possible.

Students must have documentation of completed courses to receive high school credit. Course transfer waivers may be given if documentation is provided. Documentation can be created using the programmatic assessment form in the event the student/parents cannot provide transcripts or documentation of prior educational experiences. School counselors and administrators will review transcripts and award credit for courses completed in another country where the course is similar in scope and sequence but may have a different course name. In the absence of transcripts or prior educational experience, diagnostic/placement tests and interviews may also be used as a guideline.

The age of the student will be taken into consideration as well. Parent/Guardian and student interviews as well as ELL Committee meetings will also be conducted to help determine placement. When feasible, translators/interpreters will be provided to attend these meetings. The school principal or designee, guidance counselor, teacher, parents, ELL Resource Teacher and/or district ELL administrator or their designee may be included to determine appropriate placement. Each student will receive differentiated instruction at the agreed upon grade level placement to facilitate English language acquisition and academic achievement at the appropriate grade placement.

**Explain the process for awarding credit to students transferring from other countries for language arts classes taken in the student's native language and for foreign languages the student may have taken (this may include English).**

The school district shall award equal credit for courses taken in another country or a language other than English as they would the same courses taken in the United States or taken in English. Language Arts credits are awarded to students transferring from other countries for language arts classes taken in the student's native language and for foreign languages the student may have taken may be transferred as waivers following the guidelines outlined in the Student Progression Plan approved by the School Board.

**What is the title of person(s) responsible for evaluating foreign transcripts? How are they trained? How is documentation maintained?**

ELL Director or School Guidance Counselors

The Mexican Consulate and the United States Department of Education Bi-National program provided training. Dr. Pouncey, ELL Director participated in the training and has trained additional staff members in the ELL/Migrant department.

School counselors receive training periodically as needed on transcript evaluation resources and is documented through sign-in sheets. When school staff have questions or need clarification, they will contact the ESOL office for assistance.

**Re-evaluation of ELLs that Previously Withdrew from the LEA**

**Describe the procedures used for re-evaluating ELLs who withdraw from the LEA and re-enroll. Specify the length of time between the ELLs' withdrawal and re-enrollment after which a new English language proficiency assessment is to be administered. Include data reporting procedures.**

If the time frame for re-entering the LEA from another school district in Florida, state or country has been longer than one year, a current English language proficiency assessment will be administered to ELL's who have an affirmative response on the HLS at the time of re-entry/registration. This information will help determine placement and current services, but the original HLS, entry, classification and DEUSS date remains the same.

For LYs transferring form one school district to another within a calendar school year, no new assessment is necessary and ESOL services continue as indicated by previous school records. All original reporting data stays the same. For out of state LYs new to FL, DEUSS date stays the same, but HLS, entry, classification date is changed to reflect Florida services. For students new to the country DEUSS date is the date of enrollment, and the appropriate HLS, classification and entry date must be reported accordingly. DEUSS date can never be after the classification and entry dates.

## **ELL Student Plan Development**

**Describe the procedures for developing the Student ELL Plan. Include the title(s) of the person(s) responsible for developing the plan, and updating the ELL data reporting elements. Also, include a description of when and how the plan is updated to reflect the student's current services.**

An ELL student plan is developed with input from the guidance counselor, classroom teacher(s), administrator (or designee), EL designee and other interested participants. The guidance counselor or designated ELL contact, along with the classroom teacher(s), is responsible for completing the student ELL plan.

The plan will reflect the student's instructional program or schedule designated by the Program 130 code with will include programs other than ESOL and documentation of the use of appropriate ELL strategies and services. The ELL plan can include specific accommodation procedures for state assessment programs as well as classroom assessments. Additional information such as initial IPT scores and current state assessment data is included on the ELL plan.

The plan will be updated annually at the beginning of the school year and when services change and must reflect the most current ELL plan and service. It will be updated annually and maintained in the student information system and/or cumulative record folder.

**Describe the elements of the plan (e.g., home-school communication, student schedules and classes, progress monitoring, interventions, assessments and other evaluations). What is the teacher's role in development of the plan?**

The elements of the student plan will include the student's name, date of entry, and current ACCESS for ELL scores and state assessment data. The plan will reflect the student's instructional program of 130, amount of instructional time or instructional schedule, documentation of the use of appropriate ESOL strategies, and a description of all provided services. The teacher is notified of the aural/oral and reading/writing competencies assessed on the IPT. The student's academic progress may be reviewed, and records from previous schools are examined, if available. Student plan information will include previous and current teacher input through interviews to gain information on socialization and participation in the general classroom setting.

**Please include a link to the ELL Student Plan.**

[http://images.pcmac.org/Uploads/GadsdenCounty/GadsdenCounty/Divisions/Forms/ELL%20Student%20Plan\\_%7BSIS2F335E4709C2%7D.pdf](http://images.pcmac.org/Uploads/GadsdenCounty/GadsdenCounty/Divisions/Forms/ELL%20Student%20Plan_%7BSIS2F335E4709C2%7D.pdf)

## Section 4: Comprehensive Program Requirements and Student Instruction

### Instructional Models

In addition to using required English for Speakers of Other Languages (ESOL) strategies by teachers who teach ELLs, what instructional model(s) or approach(es) are used to ensure comprehensible instruction? Descriptions of each model can be found in the current Florida Department of Education (FDOE) database manuals on the FDOE website. *(Check all that apply)*

- Sheltered English Language Arts
- Sheltered Core/Basic Subject Areas
- Mainstream-Inclusion English Language Arts
- Mainstream-Inclusion Core/Basic Subject Areas
- Maintenance and Developmental Bilingual Education
- Dual Language (two-way) Developmental Bilingual Education

**Describe how the instructional models are used in the LEA. Address how the LEA will monitor schools to ensure that instructional models are implemented with fidelity.**

Sheltered English-ELLs are grouped by grade levels in 6-12 based on English proficiency levels indicated on entry assessment or ACCESS for ELL scores. They receive comprehensible instruction from teachers in Language Arts through ESOL. Bilingual teachers or paraprofessionals provide appropriate native language support at the ELL's individual proficiency level. These courses are designed for non-English speakers or very limited English speakers. As ELLs become more English proficient, they are moved to a mainstream classroom. ELLs in mainstream-inclusion Language Arts and core subject areas receive comprehensible instruction through ESOL strategies, supplemental materials, and language support in classes with both ELLs and non-ELLs. Teachers in both instructional models must have the appropriate training requirements, document ESOL strategies and monitor ELLs language acquisition progress.

**Describe the process to verify that instruction provided to ELLs is equal in amount, sequence, quality, and scope to that provided to non-ELLs.**

To ensure equal access to instruction, ELLs in grades K-12, class schedules are maintained on the student record system and on teacher schedules. Regardless of the instructional approach implemented, ELLs receive instruction that is aligned to state standards, and is comprehensible, equal and comparable in amount, sequence, quality and scope as their non-ELL peers. Equal

access evidence will be observed by school site administrators through classroom visits, lesson plans and teacher interviews. Although supplemental instructional materials can be used, textbooks for ELLs are the same as those used for non-ELLs. ELLs in grades 9-12 must have access to and receive credit towards graduation in core subject areas of English Language Arts, mathematics, science, social studies, and computer literacy.

ELLs may not be retained if appropriate instructional strategies, materials and assessments have not been provided to meet their needs. Furthermore, ELLs cannot be retained based solely on his/her language proficiency. The determination must be based partly on proficiency in reading, writing and math. Teachers can use alternative assessments, portfolios and native language assessments to determine if content standards have been met. School based administrators, guidance counselor and district staff are responsible for monitoring and ensuring comprehensible instruction is provided.

### **How does the LEA determine if the instructional models are positively affecting student performance?**

ELLs academic performance is monitored throughout the year to ensure academic and linguistic progress is being made. Administrative and support staff reviews instructional models' success through teacher observations, ELL participation, attendance, grades, and statewide assessment, specifically ACCESS for ELL. Teacher input is also requested. If the instructional model does not show that positive student performance goals are being met, then a different model should be considered.

### **How are ELLs assured equal access to all programs, services and facilities that are available to non-ELLs?**

The school-based administrator(s) and counselor(s) are responsible for ensuring that ELLs have equal access to all school programs, services and facilities, and that ELLs are afforded the same rights as their non-ELL peers. The district ELL Director and ELL Resource Specialists serve as an advocate for ELLs and their families to ensure equal access and will be responsible for providing information and training to school-based personnel, including bilingual paras regarding equal access to all programs and services for ELLs.

### **Describe the method(s) used in the LEA to document the use of ESOL instructional strategies and how this is monitored.**

Teachers' lesson plans document instructional strategies for ELL students and are monitored by school administrators. Teachers are encouraged to receive additional training in the areas of Differentiated Instruction, SIOP and ESOL strategies. Students are given support either individually or in small groups, based on student need, to target specific weaknesses identified by the ACCESS for ELLs, IPT, FAIR, FSA, EOC and SAT10. Instructional strategies are further monitored through detailed notes on classroom observations and/or teacher interviews, and individualized student support and data from I-Ready or other district used programs.

**How does the LEA and school(s) verify the delivery of comprehensible instruction to ELLs?**

Each classroom teacher is responsible for incorporating ESOL strategies into daily lessons and must provide evidence in lesson plans which are checked by school administrators during ongoing classroom walk-throughs, formal and informal teacher evaluations. Teachers are evaluated by school administration using the district approved Evaluation System. A part of that system includes providing evidence of planning and preparing for the needs of English Language Learners.

School administrators, counselors, ESOL resource teachers or ELL District staff will meet with the teacher(s) of the ELL students to conduct reviews for monitoring the appropriateness of the student's program. Such reviews may include the following:

- A. Reviewing of the student's grades in all subject areas.
- B. Monitoring of the student's level of performance in course areas, Reading, and Mathematics using state approved Progress Monitoring tools
- C. Monitoring of the student's performance on Statewide Assessments or norm-referenced tests.
- D. Classroom observations

**What safeguards are in place to ensure that all ELLs are being provided equal access to programs and receiving comprehensible instruction? Include the school and LEA personnel responsible for ensuring comprehensible instruction.**

School administrators will meet with the teacher(s) of ELL students to ensure equal access. Classroom observation and teacher interviews will be conducted, as well as instructional material evaluation for monitoring the appropriateness of the student's program to ensure that comprehensible instruction is achieved. District ESOL staff also conducts monitoring visits and provides strategies and curriculum development support.

**What progress monitoring tools are being used to ensure all ELLs are mastering grade level academic content standards, and benchmarks and the English Language Development (ELD) standards? (Check all that apply)**

- Student Portfolios
- Other Criterion Referenced Test (Specify) \_\_\_\_\_
- Native Language Assessment (Specify) \_\_\_\_\_
- LEA/school-wide assessments (Specify) Benchmark testing, I-Ready, Formative Assessments
- Other (Specify) \_\_\_\_\_



## Student Progression

Have the LEA's standards and procedures for promotion, placement, and retention of ELLs been incorporated into the LEA's Student Progression Plan (SPP)? If no, where can this information be found?

Yes Please provide a link to the LEA's SPP with specifics to ELLs highlighted.

<http://www.gadsdenschools.org/Default.asp?PN=Forms&L=1&DivisionID=2193&LMID=82134>

No (Specify) \_\_\_\_\_

**Describe how the Good Cause Policy is implemented in your LEA when ELLs who have been enrolled for less than two years (based on DEUSS) are exempted from mandatory third grade retention. Include how parents or guardians are notified of LEA good cause decisions.**

As indicated in the district's Student Progression Plan, the Superintendent may exempt students in grade 3 from mandatory retention for good cause if ELLs have received less than 2 years of instruction (based on DEUSS) in an ESOL program. Decisions must be made by an ELL committee recommendation, including input from parents, teachers, and support staff. Good Cause Exemptions for ELLs are communicated to the parents in their native language.

**Describe what role the ELL Committee has in the decision to recommend the retention or promotion of any ELL and what documentation is used to support these decisions.**

An ELL committee is convened to review documentation and data prior to making a promotion/retention recommendation for an ELL. When determining promotion/retention for ELL's, information and documentation may include, but not be limited to: classroom performance, benchmark testing results, statewide assessment data, progress towards English Language acquisition, progress monitoring tools, I-Ready and parent/student interview. The committee makes a recommendation to the principal. The principal sends the final decision to the Superintendent. No determination for retention will be made without first convening a LEP committee meeting.

## Section 5: Statewide Assessment (Rule 6A-6.09091, F.A.C.)

## **Statewide Assessment**

**Describe the process to ensure that all ELLs participate in Florida statewide assessment programs. Include how responsible staff is trained to administer assessments and maintain documentation of the following:**

The District Assessment Director, along with the MIS director generate and disseminate digital rosters of all ELLs who will be assessed at the school sites, as well as, guidelines and materials that school based testing supervisors use to cross reference and ensure that all ELLs are appropriately assessed. Train the trainers workshops provides for testing supervisors who, in turn train all school-based personnel who will administer assessments to ELLs with a specific emphasis on testing accommodations. A designated school counselor is the testing supervisor at the secondary level and the Assistant Principal or counselor are the testing supervisors at the elementary level. The Office of Assessment provides procedural policies and accountability data to each testing supervisor.

ELL students who are receiving services in an ELL program operating in accordance with an approved ELL plan, and who take the state mandated tests may be offered the accommodations. However, the exact combination of accommodations to be offered to any student shall be individually determined, considering the needs of the student and recommendations of the student's team. Accommodations for ELLs in the administration of FSA, EOC and ACCESS for ELLs must follow the guidelines as specified in the respective assessment manuals.

### **Statewide content area assessments:**

All ELLs will participate in statewide assessments. The ESOL Director works with the District Assessment Director, school-based assessment coordinators and teachers to ensure that all ELLs participate in the Statewide Assessment program and are provided appropriate testing accommodations.

The ESOL teacher assures that the accommodations for statewide assessment which are indicated in the TAM and include flexible setting, flexible scheduling, flexible timing, assistance in the Heritage Language, and the use of the English-to-Heritage language dictionaries. Additionally, these accommodations are used within the ESOL classroom and with regular classroom assessment. The parents are notified of the different testing accommodations in a letter sent by the ESOL teachers. Parents may choose if flexible setting is the best testing option for their child.

### **ACCESS for ELLs assessment programs:**

Students coded LY by the first day of the ACCESS for ELL test administration are tested for language proficiency. ACCESS for ELLs is a paper-based assessment for Grades 1–12: Students are administered the Speaking section of the test one-on-one with a teacher; the Listening, Reading, and Writing sections may be administered in a group setting. Kindergarten ACCESS for ELLs is a paper-based assessment for Kindergarten where students are administered all sections of the test, one-on-one with a teacher. Alternate ACCESS for ELLs is a paper-based

assessment for students in Grades 1–12 who have significant cognitive disabilities where students are administered all sections of the test, one-on-one with a teacher.

**What is/are the title(s) of the school-level person responsible for ensuring and documenting that ELLs are provided appropriate testing accommodations (per test administration requirements)?**

School counselors  
School based testing administrators  
ESOL school contacts  
Teachers administering assessments

**Describe how parents of ELLs are notified of assessments and testing accommodations. How does the LEA ensure that parents understand Florida’s statewide assessments policies, mandates and student outcomes? Please provide links to communications in parents’ languages.**

A testing calendar is available on the district’s website. The calendar is updated or revised as testing schedules are updated by the state or by the district. Prior to the assessment dates, parents are notified of all statewide testing policies and mandates in a language they can understand, unless clearly not feasible. A letter is sent to parents of ELLs explaining the allowable testing accommodations which also contains specific language for flexible setting options. Parents have the right to choose the flexible setting during testing. Parent are notified of outcomes on assessments through individualized student score reports which indicates the performance level of the student as well as interpretive guides. These guides are available in multiple languages. Parent/teacher conferences may be convened with a translator present if needed, by the parent or teacher to discuss the assessment policies, mandates, and results.

<http://www.gadsdenschools.org/Default.asp?PN=Forms&L=1&DivisionID=2193&LMID=8213>

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**Section 6: English Language Proficiency Annual Assessment (Rule 6A-6.0903, F.A.C.)**

**Describe the procedures to determine if ELLs are ready to exit the LEA’s ESOL program. Include exiting procedures for all language domains (listening, speaking, reading and writing), grade-specific academic criteria and data reporting of status change.**

Exit criteria is based on assessment scores per 6A-6.0903. For students taking any administration of the Kindergarten ACCESS for ELLs, the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading. The exit code is H.

For students in grades 3-10 taking any administration of the ACCESS for ELLs, the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading and an achievement level of at least 3 on the FSA ELA assessment. The exit code is I. For students in grades 10-12 taking any administration of the ACCESS for ELLs, the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading and a score on the FSA ELA of 3 or higher or passing concordant score on the SAT or ACT. The exit code is J.

For students with significant cognitive disabilities taking any administration of the Alternate ACCESS for ELLs assessment, the proficiency level shall be a P1 composite score or greater and will be exited by an ELL/IEP committee.

Once the student meets exit criteria, the ESOL specialist notifies the ESOL data specialist of exit data and the student code is changed from LY to LF and is monitored for two years. Parents are notified of exit through a letter in the child's native language, unless clearly not feasible.

What is the title of person(s) responsible for conducting the exit assessments described above? (Check all that apply.)

- School/LEA based testing administrator
- ESOL Teacher/Coordinator
- Other (Specify) \_\_\_\_\_

**When is an ELL Committee involved in making exit decisions? What criteria are used by the Committee to determine language and academic proficiency?**

If assessment results do not fully capture the student's academic or linguistic needs, an ELL committee may be convened where input from parents, teachers and support staff is discussed, and placement decisions made. An ELL Committee may recommend that the student be exited from the program with consideration of other data than statewide assessment such as student portfolios or alternative evaluations. An ELL committee can also meet to exit a student from the ESOL program if there is sufficient evidence to indicate that English Language Proficiency is not the issue interfering with the student achieving proficiency either on the Statewide English Language Proficiency exam or the Statewide Academic Assessment. The student may have another documented disability that is being met through an IEP or other student plan. Regardless of reason for exit, an ELL committee would review the student's academic and English language proficiency record and document at least two of the five criteria listed below to exit a student:

- a. Extent and nature of prior educational or academic experience, social experience, and a student interview,
- b. Written recommendation and observation by current and previous instructional and supportive services staff,
- c. Level of mastery of basic competencies or skills in English and heritage language according to local, state or national criterion-referenced standards,
- d. Grades from the current or previous years, or
- e. Test results other than the entry assessments

**Describe the procedures if an ELL meets exit qualifications in the middle of a grading period.**

Although ELLs usually exit the ESOL program when exit criteria is met through assessment, ELLs can be referred for exit at any time during the school year. Since ACCESS for ELLs and FSA ELA data is normally used as the instruments to make the exit decisions, and this data is typically received during the summer, any exit decisions made in the middle of a grading period or school year would require an ELL committee decision based on a current data analysis and student evaluations. A current listening, speaking reading and writing English proficiency assessment will be given, as well as review of report card grades, benchmark test scores and portfolio data. Stakeholder input from parents, teachers and support staff will also be requested. The exit code will be L, and the student code will change from LY to LF.

**Section 7: Monitoring Procedures (Rule 6A-6.0903, F.A.C.)**

**During the required two-year monitoring period, what is the title of person(s) responsible for:**

**Conducting the follow-up performance of former ELLs?** Classroom teachers, ESOL Resource teachers, School Counselors, District EL Director and EL staff.

**Updating the student ELL plan?** School Counselors, ESOL Resources teachers and/or District EL staff, Data processors

**Reclassification of ELL status in data reporting systems?** ELL Program Assistant

What documentation is used to monitor the student's progress? (Check all that apply)

- Report Cards
- Test Scores
- Classroom Performance
- Teacher Input
- Other (Specify) Attendance

**What are the procedure(s), including possible reclassification, that are implemented when the academic performance of former ELLs is not on grade level?**

The performance of former ELLs (LF) will be reviewed to ensure academic progress.

Per Consent Decree guidelines, reviews will occur as specified below:

1st report card after exiting the ESOL program;  
at the end of the 1st semester;  
at the end of the first year; and  
at the end to the second year.

The procedures followed when the academic performance of former ELLs is not on grade level is:

- a) Student is referred to the ELL Committee.
- b) ELL Committee reviews report cards, student portfolios, attainment of Florida Standards, performance on district/state assessments, parent/teacher input, number of years the student has been enrolled in ESOL Program and language acquisition proficiency.
- c) ELL Committee may determine that the student continues in the regular program.
- d) ELL Committee may determine that the student needs to be reclassified as an ELL, coded LY and re-entered into the program or be referred for further evaluation..

After consultation with the ESOL Resource Teacher or school counselor, the District EL Director in consultation with the school counselor is responsible for initiating a new Student ELL Plan, providing the Data Processor with the student data to enter into the student database and ensuring the appropriate placement after the student has been assessed. Original student data stays the same. The student may be reported in the ELL program for an additional year or extended annually for a period not to exceed a total of six years based on an annual evaluation of the student's status. Lack of ELL funding eligibility does not relieve the district beyond the six years of state ELL program funding.

## **Compliance of ELL Plan and Student Performance**

### **Describe LEA internal procedures for monitoring the ESOL program for compliance and student academic performance.**

The ESOL Teacher/Coordinator and ELL district staff monitor ELL student progress by reviewing information in the ESOL folder and review the targeted skills identified during initial testing, ACCESS for ELL and academic assessments. Assessment results and targeted skills are kept in the ESOL folder and monitored throughout the course of the school year to demonstrate mastery of key English language acquisition concepts. The person responsible for maintaining these records is the ESOL Coordinator, ELL teacher or school counselor.

Teacher training records are monitored for compliance with ESOL requirements by the district-level personnel or certification specialist.

Student ELL plans, and schedules are updated annually and monitored by the ESOL

administrator to ensure that ELLs are being provided the appropriate program 130.

Comprehensible instruction is monitored through classroom observations and review of teacher lesson plans.

### **How do school sites, parents and stakeholders have access to the approved District ELL Plan?**

ELL plans are available on the district’s website. All schools provide the link to parents in the welcome back to school letter, as well as provided during PLC meetings. Parents can request copies of the plan at any time. The District ELL plan is available in English and Spanish.

### **How does the LEA ensure that schools are implementing the District ELL Plan?**

District ESOL administrators responsible for implementation of the District ELL Plan meets with school-based administrators to make certain that appropriate instructional practices and procedures are in place. Classroom walk-throughs, observations and documentation of compliance items are also reviewed to ensure that schools are implementing the district plan. Also, the district plan is discussed during PLC meetings with translators available, and parent input and feedback is encouraged so that there is successful implementation.

## **Section 8: Parent, Guardian, Student Notification and Rights**

Describe the procedures used and provide a link to the notice to parents of an ELL identified for participation in a language instruction educational program. Per the Every Student Succeeds Act and per state board rule, this notice must delineate:

1. the reasons for the identification of their child as an ELL and the need for the child’s placement in a language instruction educational program;
2. the child’s level of English proficiency, how such level was assessed, and the status of the child’s academic achievement;
3. the methods of instruction used in the program in which their child is, or will be, participating and the methods of instruction used in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction;
4. how the program in which their child is, or will be, participating will meet the educational strengths and needs of their child;
5. how such program will specifically help their child learn English and meet age-appropriate academic achievement standards for grade promotion and graduation;
6. the specific exit requirements for the program, including the expected rate of transition from such program into classrooms that are not tailored for ELLs, and the expected rate of graduation from high school (for students in high schools);
7. in the case of a student with a disability, how such program meets the objectives of the individualized education program of the student; and

8. information pertaining to parental rights that includes written guidance—
  - a. detailing the right that parents have to have their child immediately removed from such program upon their request;
  - b. detailing the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available; and
  - c. assisting parents in selecting among various programs and methods of instruction, if more than one program or method is offered.

To meet ESSA compliance, districts are required to notify parents of an ELL identified for participation in the program no later than 30 days after the beginning of the school year. For those children identified as ELLs during the school year, the district shall notify the parents during the first 2 weeks of the child being placed in ESOL. Parents will be notified by letters, maintained in student folders and monitored by Title I. All letters, as well as all home-school communication must be provided to parents in a language that they can understand unless clearly not feasible.

<http://www.gadsdenschools.org/Default.asp?PN=Forms&L=1&DivisionID=2193&LMID=82134>

**Describe the procedures used by school personnel to provide assistance to parents or guardians of ELLs in their home language.**

All verbal and written communication is provided to parents/guardians in their home language, whenever feasible. Language assistance is also provided via school and district personnel fluent in the parents/guardian's home language, i.e. pre-recorded messages with time sensitive information sent directly to the parents/guardians phones, information posted on district website and interpreted at school functions and community venues. Translation services, specifically in less commonly spoken languages may also provided through bilingual staff, university personnel, or community volunteers, when possible.

**Describe parent outreach activities that inform parents of how they can be involved in their children's education and how they can assist their children to learn English and meet state academic standards.**

The ESOL Department hosts various events throughout the school year to involve parents, including homework help workshops, ESOL Family Nights to discuss topics such as reading for success, why absences count, understanding title programs. In addition, the ESOL Parent Leadership Council meets in the fall, spring, and summer to ensure that ELL parent needs and concerns are being addressed. The district ESOL Department works in cooperation with other district-wide family involvement initiatives, as well as community agencies to provide additional services that can include English Language classes, assistance with immunization and immigration information. Activities are usually scheduled at school sites with significant ELL populations so that it is easier for parents to participate. Childcare services are often available, as well as interpreters.



Check the school-to-home communications that are sent by the LEA or school to parents or guardians of ELLs that are in a language the parents or guardians can understand. (Check all that apply. Please provide links to all boxes checked.):

<http://www.gadsdenschools.org/Default.asp?PN=Forms&L=1&DivisionID=2193&LMID=82134>

- Results of language proficiency assessment
- Program placement
- Program delivery model option(s)
- Extension of ESOL instruction
- Exit from ESOL program
- Post-reclassification of former ELLs monitoring
- Reclassification of former ELLs
- State and/or LEA testing
- Accommodations for testing (flexible setting)
- Annual testing for language development
- Growth in language proficiency (Listening, Speaking, Reading, Writing)
- Exemption from FSA in ELA for ELLs with DEUSS less than one year
- Retention/Remediation/Good Cause
- Transition to regular classes or course change
- Invitation to participate in an ELL Committee Meeting
- Invitation to participate in the Parent Leadership Council (PLC)
- Special programs such as Gifted, ESE, Advanced Placement, Dual Enrollment, Pre-K, Career and Technical Education, charter schools, and student support activities
- Free/reduced price lunch
- Parental choice options, school improvement status, and teacher out-of-field notices
- Registration forms and requirements
- Disciplinary forms
- Information about the Florida Standards and the English Language Development (ELD) Standards
- Information about community services available to parents
- Information about opportunities for parental involvement (volunteering, PTA/PTO, SAC)
- Report Cards\*
- Other (Specify) \_\_\_\_\_

\*If report cards are not available in other languages, please describe how the academic progress of an ELL is communicated to parents/guardians.

Parents can contact the Migrant/ELL office in Quincy if they are in need of translation services for report cards or other academic needs.

### **Section 9: The Parent Leadership Council (Rule 6A-6.0904, F.A.C.)**

What type(s) of Parent Leadership Council (PLCs) exist in the LEA? (Check all that apply. Please provide links to agenda membership and meetings.)

- LEA Level
- School Level

#### **Please address the functions and composition of the PLC:**

The goals of the PLC are to acquaint parents of ELLs with school personnel and services available at the individual school sites; provide parents of ELLs with an opportunity to take an active role in the decisions that affect the education of their children and to consult with school personnel and give input on goals related to the program. The District PLC is composed of parents of current and former ELLs as the majority, as well as classroom teachers, curriculum specialists and ESOL resource teachers. Community leaders and ELL advocates are also invited to participate as members. The primary function of the PLC is to make recommendations for the District ELL plan, and review policies which are instrumental in the approval process.

**The PLC is "composed in the majority of parents of limited English proficient students." If the PLCs in the LEA do not meet this condition, explain why and when compliance with the rule is expected.**

N/A

#### **How does the LEA involve the PLC in other LEA committees?**

The PLC develops a school environment that encourages two-way communication between the home and the school and meets annually, but as needed Bilingual personnel are also available to discuss issues that promote school involvement and provide parents of ELLs with leadership training and opportunities to be represented on existing school and district advisory councils. PLC members are involved in reviewing the ELL District Plan and are encouraged to participate in the School Advisory Committees and Parent Teacher Association as well as, ad hoc school based committee. The PLC makes recommendations for the development of the District ELL Plan. The officers also review and approve the District ELL Plan prior to it being submitted for School Board and State DOE approval.

#### **How is the LEA PLC involved in the development of the District ELL Plan?**

The LEA PLC provides input during the development of the ELL Plan and reviews the final District ELL Plan at a scheduled PLC meeting. Translators are available to provide language assistance and clarification and the ELL Plan is available in Spanish. PLC members may request

an emailed version of the plan if they cannot attend the meeting. Parental feedback is encouraged and will be addressed. Upon completion of the review by the members of the PLC, the Chairperson signs and approves the District ELL Plan.

Does the LEA PLC approve of the District ELL Plan?  Yes  No

If no, please provide explanation for PLC's non-approval. N/A

## **Section 10: Personnel Training (Rules 6A-6.0907 and 6A-1.0503, F.A.C.)**

**Describe how Category I teachers responsible for the English Language Arts and intensive reading instruction of ELLs who are required to obtain the ESOL endorsement/certification are notified of training requirements and opportunities. Include title of person(s) responsible for issuing the notifications and how the process is documented.**

Personnel who will be the primary providers of English or Language Arts and reading courses to an ELL must be appropriately certified for the ESOL teaching assignment. Teachers can be in compliance through an infused ESOL endorsement in conjunction with a DOE-approved teacher preparation program, which is usually completed before employment. Teachers can also complete a DOE-approved district in-service add-on endorsement program by taking the 300-hour in-service of: a) Methods of Teaching ESOL, b) ESOL Curriculum and Materials Development, c) Cross Cultural Communication and Understanding, d) Applied Linguistics, and e) ESOL Testing and Evaluation. Teachers can also pass the ESOL subject area exam and complete 120 hours of ESOL training within three years. Prior ESOL training can be used and documentation is maintained in the teacher's personnel file. Staff members in the Office of Educator Certification will assist personnel who have completed the requirements for the ESOL Endorsement, through preservice, to file for the ESOL Endorsement through the Bureau of Educator Certification. Staff who has passed the ESOL K-12 subject area exam will assist individuals who possess degree majors in ESOL to file for the ESOL coverage with the Bureau of Teacher Certification.

The Professional Department will be responsible for notifying personnel of their certification requirements and for monitoring them for compliance. The Office of Professional Development and the District EL staff will be responsible for providing personnel with information concerning inservice training, advertising and scheduling of classes. The EL office will schedule, monitor, coordinate, and facilitate the inservice training. Weighted FTE 130 may be claimed for these teachers.

**Describe how content area teachers of math, science, social studies and computer literacy are notified of ESOL training requirements (60 hours) and opportunities. Include title of person(s) responsible for issuing the notifications and how the process is documented.**

The Professional Department will be responsible for notifying personnel of their certification requirements and for monitoring them for compliance. The Office of Professional Development and the District EL staff will be responsible for providing personnel with information concerning inservice training, advertising and scheduling of classes. The EL office will schedule, monitor, coordinate, and facilitate the inservice training. Weighted FTE 130 may be claimed for these teachers.

**Describe how all other instructional staff are notified of ESOL training requirements (18 hours) and opportunities. Include title of person(s) responsible for issuing the notifications and how the process is documented.**

All other instructional staff is notified of training requirements and opportunities by posting the ESOL training schedule on the District's Professional Learning website and by sending the ESOL training schedule, Plan of Study, and the Timeline for Required ESOL Training to administrators by email who, in turn notify teachers. The district ESOL Director is responsible for coordinating, issuing, and monitoring the notifications of all training presented to the District and school levels. The process is documented through ePDC electronic files and maintained in the teacher's personnel file.

**Describe the procedures used when Category I teachers are reported out of field. Include compliance procedures when claiming weighted FTE 130 for core courses.**

The Principal reports Category I teachers who are out of field to the Human Resources Department Director who are then reported to the School Board for approval. A letter notifying parents of out of field status is sent to ELL parents in their native language, unless clearly not feasible. Category I teachers are considered out of field until the ESOL endorsement or certification requirements are met. Once assigned an ELL, Category I teachers must complete 60 hours of ESOL training within two years and at least 60 hours of ESOL training each consecutive year until the ESOL endorsement is complete regardless of ELL assignment. The ESOL endorsement must be added to existing teaching certificate. Teachers following these guidelines are considered in compliance, and weighted FTE 130 can be claimed. Although weighted FTE 130 may be claimed for teachers responsible for teaching Category II, core courses of Math, Science, Social Studies and Computer Literacy, teachers are not considered out of field and no notification letter or school board approval is necessary. All teachers must document that ESOL strategies are being used to ensure comprehensible instruction within their lesson plans.

**Describe how the LEA provides the 60-hour ESOL training requirement for school-based administrators and the LEA's tracking system that will be implemented.**

The LEA provides the 60-hour ESOL training requirements for school administrators by providing the appropriate training opportunities through blended learning training model, open-enrollment online course or once every two years and based on need as determined by the District's PD Coordinator. The office of Professional Development with participation from the ELL District Office is responsible for coordinating, issuing, and monitoring the notifications of the training for school-based administrators. Administrators, including principals, assistant or vice principals, school-based curriculum and behavior supervisors have three years from school leadership assignment to complete the 60 hours, but prior ESOL coursework can be used. The process is documented through in-service electronic records maintained on the ePDC housed on the PAEC mainframe and also maintained in their personnel file.

**Describe how the LEA provides the 60-hour ESOL training requirements for Guidance Counselors, and the LEA's tracking system.**

The LEA provides the 60-hour ESOL training requirements for school counselors by providing the appropriate training opportunities through blended learning training model, open enrollment online course or once every two years and based on need as determined by the District's PD Coordinator. The Office of Professional Development with participation from the ELL District's Office is responsible for coordinating, issuing, and monitoring the notifications of the training for school-based counselors who have three years from assignment to complete the 60 hours, but prior ESOL coursework can be used. The process is documented through ePDC in-service electronic files and maintained in the personnel file.

**Describe the supplemental professional development offered by the LEA to ensure that instructional staff are informed of English Language Development standards and best practices.**

ELL and content area teachers, as well as school administrators and bilingual paras are informed of supplemental ESOL training through the Office of Professional Development and the ELL District Office. Staff can sign up for courses or activities that are provided by the school district, DOE or WIDA facilitators. Although these courses cannot be used towards the required ESOL training mandates, teachers can receive in-service points when coursework is completed.

**If instruction is provided in a language other than English, describe the procedures that are used to assess teachers' proficiency in the other language and in English.**

N/A

**A bilingual paraprofessional or teacher is required at schools having 15 or more ELLs who speak the same language. Specify the eligibility qualifications required by the LEA for bilingual paraprofessionals. Explain the bilingual paraprofessional's job description and primary assignment.**

Bilingual paraprofessional applicants must have an AA/AS degree or pass the ParaPro test. They must be fluent in English and appropriate native language as determined by the interview, district screening and/or an oral and written exam. The job description will include but is not limited to: participation in inservice activities involving program procedures, curricular and assessment modifications and tutoring strategies; assisting in administering individual and group student tests in appropriate native language or in English; becoming a member of the ELL Committee and as requested participate in developing the student plan; assisting the ELL Committee chairperson and the ESOL Resource Teacher with native language support; working with small groups of students, under the direction of the classroom teacher; acquainting parents with program personnel and services available at the individual school site.

**Describe LEA procedures for training bilingual paraprofessionals in ESOL or home language strategies. Include how documentation of training is maintained.**

Bilingual Paraprofessionals are provided with inservice on an ongoing basis during pre-planning, orientation, early release days, pre-summer school workshops, small group area meetings, that focus on topics such as the ESOL Consent Decree, student identification and assessment procedures, cross-cultural differences and similarities, parent involvement, tutoring techniques, curriculum development and accommodation, and strategies for working with ELLs. The process is documented through ePDC electronic files and maintained in the personnel file.

**Describe the procedures to determine the bilingual paraprofessional's proficiency in English and in the heritage language of the students served.**

Applicants for Bilingual Paraprofessional positions at school sites must pass an oral and written screening or show language fluency through an interview in Spanish, which is administered at the district office of Programs for English Languages Learners. This language is representative of the top language spoken by English language learners in our district.

**Please provide an assurance letter from the district superintendent that the district is in compliance with all ESOL training requirements.**

See attached letter.

### **Section 11: Extension of Services (Rule 6A-6.09022, F.A.C.)**

**Describe LEA procedures used to determine extension of services, including appropriate timeline based on DEUSS. Explain the role of the ELL Committee and what supporting documentation is used in determining if continued ESOL services are necessary.**

Three (3) years after the date of an ELL's initial enrollment in a school in the United States (DEUSS), an ELL Committee shall be convened annually to re-evaluate the student's progress towards English language proficiency. The ELL Committee shall be convened no earlier than thirty (30) school days prior to the third anniversary of the student's initial enrollment date in a school in the United States, (DEUSS) and no later than the anniversary date, unless the student's anniversary date falls within the first two (2) weeks of any school year. Then, the ELL committee may convene no later than October 1. This process shall be completed annually thereafter. Any student being considered for extension of services shall be assessed on at least one (1) Department-approved assessment instrument. The assessment shall be administered no earlier than thirty (30) school days prior to the student's anniversary date. The assessment may be any Department-approved assessment that covers all four (4) domains of listening, speaking, reading, and writing. If the student's anniversary date falls between the release of the statewide English Language Proficiency assessment and applicable statewide standardized assessment scores in a given school year and October 1 of the following school year, the student's statewide English Language

Proficiency assessment and applicable statewide standardized assessment scores will suffice, and a more recent assessment is not required.

The procedures followed when determining extension of services is:

- a) Student is referred to the ELL Committee.
- b) ELL Committee reviews report cards, student portfolios, attainment of Florida Standards, performance on district/state assessments, parent/teacher input, number of years the student has been enrolled in the ESOL Program and language acquisition proficiency.
- c) ELL Committee may determine that the student continues in the regular program.
- d) ELL Committee may determine that the student be referred for further evaluation.
- e) ELL Committee may determine that the student needs extension of services

The ESOL Resource Teacher and ELL Chairperson are responsible for initiating a new Student ELL Plan, providing the Data Processor with the student data to enter into the mainframe and ensuring the appropriate placement after the student has been assessed. Original student data, including DEUSS and entry date stay the same.

### **Listening and Speaking Proficiency Assessment**

**List the Listening and Speaking assessment(s) used in the LEA to determine if a student is English proficient for extension of services.**

ACCESS for ELLs  
IPT  
WIDA screener  
FSA ELA

### **Reading and Writing Proficiency Assessment**

**List the Reading and Writing assessment(s) used in the LEA to determine if a student is English proficient for extension of services.**

ACCESS for ELLs  
WIDA Screener  
FSA ELA





# THE SCHOOL BOARD OF GADSDEN COUNTY

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

**Elijah Key**  
*Superintendent*  
[keye@gcpsmail.com](mailto:keye@gcpsmail.com)

*"Putting Children First"*

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February 16, 2022

To Whom it May Concern,

This letter confirms that the teachers in Gadsden County Public Schools are in compliance of applicable ESOL training requirements or working towards them within the mandated timeframe.

Sincerely,

Elijah Key  
Superintendent, Gadsden County Public Schools

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**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 32324  
GREENSBORO, FL 32330

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

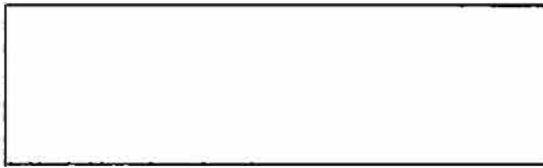
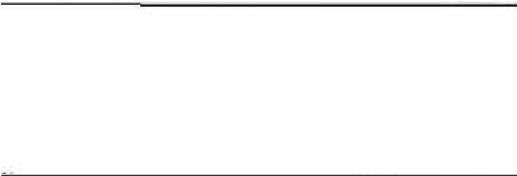
**Karema D. Dudley**  
DISTRICT NO. 5  
QUINCY, FL 32351


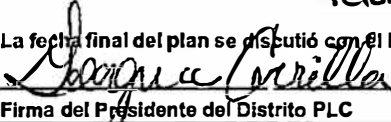
**Distrito Escolar de Gadsden  
2022-2025  
Plan para estudiantes del idioma inglés (ELL)**

**Persona de contacto: Dra. Maria I. Pouncey  
LEA: Condado de Gadsden, Florida  
Correo electrónico: pounceym@gcpsmail.com  
Teléfono: 850-364-1430 ext. 2266**

**Regla 6A-6.0905  
Formulario ESOL 100  
( Mayo 2017 )**

Fecha de recepción por FDOE



<b>(1) NOMBRE DEL DISTRITO:</b>		<b>(2) NOMBRE DE CONTACTO / TITULO:</b>		<b>(3) TELEFONO DE CONTACTO NO (EXT.): DIRECCIÓN DE CORREO ELECTRÓNICO:</b>	
Gadsden		Dra. María I. Pouncey Director de EL		850-364- 1430	
<b>(4) DIRECCIÓN DE CORREO:</b>			<b>(5) PREPARADO POR: (Si es diferente de la persona de contacto)</b>		
35 ML King Blvd. Quincy, FL 32351			Nombre de pila: Joshua Apellido: Valentine Dirección de envío: 35 M. L. King Blvd. Quincy, FL 32351 Telefono no: 850-364-1430 ext. 3208		
<b>(6) CERTIFICACIÓN POR DISTRITO ESCOLAR</b>					
La presentación de esta solicitud ha sido autorizada por la Junta Escolar y el representante abajo firmante ha sido debidamente autorizado para presentar este plan y actuar como el representante autorizado del distrito en relación con este plan.					
Yo, Elijah Key, certifico que todos los hechos, cifras y representaciones hechas en este plan son verdaderos y correctos. Además, todos los estatutos, reglas, regulaciones y procedimientos aplicables para el control fiscal y del programa y para el mantenimiento de registros se implementarán para garantizar la responsabilidad adecuada.					
		2/28/2022			
Firma del Superintendente o del Director de la Agencia Autorizada		Fecha de Firma		Fecha de aprobación de la Junta de Gobierno	
<b>(7) Presidente que representa al Distrito ELL Parent Leadership Council (PLC)</b>					
Nombre del Presidente que representa al Distrito ELL PLC: <u>Georgina Carrillo</u>					
Información de contacto para el presidente de PLC del distrito:					
Dirección de envío: <u>1333 G. Jefferson Street, Lot #16, Quincy, Fl. 32351</u>					
Dirección de correo electrónico: <u>Carrillogma1987@icloud.com</u> Número de teléfono: <u>850-445-1049</u>					
La fecha final del plan se discutió con el PLC: <u>02/16/2022</u>					
		02/16/2022			
Firma del Presidente del Distrito PLC		Fecha de firma por el presidente del PLC			

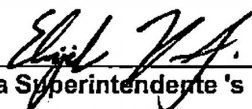
**PLAN DE APRENDICES DEL IDIOMA INGLÉS DEL DISTRITO  
GARANTÍAS Y CERTIFICACIÓN**

Los distritos escolares deben cumplir con un conjunto de garantías al desarrollar e implementar programas y servicios para estudiantes clasificados como Aprendices del Idioma Inglés (ELL, por sus siglas en inglés), y están obligados a garantizar que el personal a nivel de escuela y distrito cumpla con todos los requisitos y disposiciones establecidos En las leyes, normas, reglamentos y órdenes judiciales federales que se enumeran a continuación:

- Los requisitos establecidos en la Sección 1003.56 de los Estatutos de la Florida;
- Los requisitos establecidos en las Reglas 6A-6.0902; 6A-6.09022; 6A-6.09091; 6A-6.0903; 6A-6.0907; 6A-1.0503, el Código Administrativo de la Florida (FAC) y otras normas aplicables de la Junta de Educación del Estado;
- Los requisitos de la Ley de Educación Primaria y Secundaria de 1965 , modificada por la Ley de Que Todos los Estudiantes tienen Exito de 2015 ;
- Los requisitos del Decreto de Consentimiento en la Liga de Ciudadanos Latinoamericanos Unidos et al. v. la Junta de Educación del Estado, 1990;
- Los requisitos de la Ley de Equidad Educativa de la Florida, 1984;
- Los requisitos basados en la decisión del tribunal del quinto circuito en Castañeda v. Pickard, 1981;

- Los requisitos basados en la decisión de la Corte Suprema en Plyler v. DOE, 1982;
- Los requisitos basados en la decisión de la Corte Suprema en Lau v. Nichols, 1974;
- Los requisitos de la Ley de Igualdad de Oportunidades Educativas de 1974;
- Los requisitos de la Ley de Rehabilitación de la Sección 504 de 1973;
- Los requisitos del Memorando de la Oficina de Derechos Civiles del 25 de mayo de 1970;
- Los requisitos del Título VI y VII Ley de Derechos Civiles de 1964; y
- Los requisitos de la Oficina de Normas de Derechos Civiles para el Cumplimiento del Título VI.

Por medio de la firma a continuación, yo, Elijah Key , certifico por la presente que los procedimientos, procesos y servicios que se describen en este documento deben implementarse de manera consistente con los requisitos y disposiciones de los requisitos establecidos anteriormente.

  
 Firma Superintendente 's

  
 Fecha de firma

## **Distrito Escolar de Gadsden**

### **Sección 1: Identificación (Regla 6A-6.0902, FAC)**

#### **Procedimientos de inscripción y administración de la encuesta sobre el idioma del hogar (HLS).**

#### **Describe los procedimientos de registro de la Agencia de Educación Local (LEA) para registrar a los Aprendices del Idioma Inglés (ELL).**

Todos los estudiantes que se inscriben en las Escuelas del Condado de Gadsden se registran en los sitios escolares individuales identificados según la dirección del hogar . Los procedimientos son los mismos para todos los estudiantes . Todos los estudiantes completan la encuesta de idioma del hogar incluida en el paquete de inscripción.

Al término de la forma / Registro de Inscripción de Estudiantes, L a datos de escuelas procesador entra en la base de datos del estudiante del Distrito toda la información demográfica del estudiante, incluyendo el idioma nativo, país de nacimiento, estudiante inmigrante y la fecha de entrada en los Estados Unidos la escuela (Deuss), que se proporciona por el padre / tutor durante el proceso de registro.

El personal bilingüe de la LEA asiste según sea necesario .

#### **¿Cómo se comparan los procedimientos de LEA con los seguidos para no ELL?**

En el momento de la inscripción, todos los padres / tutores completan un Formulario de inscripción / inscripción estudiantil en la escuela de su hijo que contiene la Encuesta sobre el idioma del hogar:

- (a) ¿Se usa un idioma que no sea inglés en el hogar?
- (b) ¿Tenía el estudiante un primer idioma que no fuera inglés?
- (c) ¿Habla el estudiante con más frecuencia un idioma que no sea el inglés?

Si cualquiera de las tres preguntas tienen respuesta "sí", la escuela 'contacto ESOL o la oficina del distrito de ESOL s, si no hay contacto de la escuela de ESOL, se notifica por el registrador y el estudiante se le da el agente de control IPT o WIDA.

#### **¿Cómo se comparan los procedimientos de LEA con los seguidos para no ELL?**

Los procedimientos de registro son los mismos para todos los estudiantes . Todos los padres deben completar el Formulario de inscripción / inscripción de estudiantes y la Encuesta de idioma del hogar, así como también otros datos e información pertinentes de los estudiantes. Los padres que hablan español pueden recibir estos formularios en español.

#### **¿En qué idiomas están traducidos los HLS?**

Español

#### **¿Cómo ayuda la LEA a los padres y estudiantes que no hablan inglés en el proceso de registro?**

Las familias de ELL reciben asistencia de la escuela bilingüe o el personal del distrito si es necesario para registrarse. Donde esté disponible, los facilitadores de idiomas del distrito también pueden ayudar a traducir o interpretar los documentos de registro, así como el transporte y otra información pertinente de la escuela. Para los idiomas menos hablados en nuestro distrito, utilizamos Google Translate para asistencia.

### ¿Cómo identifica usted a los estudiantes inmigrantes?

La información del estudiante inmigrante, junto con la DEUSS también se captura en el formulario de Inscripción / Inscripción del Estudiante. El término niños y jóvenes inmigrantes significa individuos que:

(A) son de 3 a 21 años; y

(B) no nacieron en ningún estado, el Distrito de Columbia o Puerto Rico; y

(C) no ha asistido a una o más escuelas en uno o más estados por más de 3 años académicos completos.

Sobre la base de esta definición, código inmigrante de la uident st es Y y los datos de número de elemento es 131.785.

### ¿Cómo se obtiene la fecha en que ingresó a la escuela estadounidense (DEUSS) en el proceso de registro?

Al momento de la inscripción, los padres completan la Encuesta de Idioma del Hogar, así como preguntas sobre la fecha de nacimiento del estudiante, país de nacimiento y Fecha de DEUSS: el mes, día y año en que el estudiante ingresó a la escuela en los Estados Unidos (cualquiera de los 50 estados y el Distrito de Columbia, excluyendo territorios y posesiones de los Estados Unidos). Si un estudiante está entrando o ur escuelas de otro distrito en Florida o estado dentro de los EE.UU., los registros se solicitan de la escuela anterior, y la fecha Deuss original, ha entrado en nuestros elemento del sistema de datos de información del estudiante 197237.

Por favor incluya un enlace a su HLS :

[http://images.pcmac.org/Uploads/GadsdenCounty/GadsdenCounty/Divisions/Forms/ESOL\\_Form\\_1\\_1.pdf](http://images.pcmac.org/Uploads/GadsdenCounty/GadsdenCounty/Divisions/Forms/ESOL_Form_1_1.pdf)

### Sección 2: Evaluación del dominio del idioma inglés (Regla 6A-6.0902, FAC)

#### 1. Evaluación del dominio del idioma inglés (ELP)

¿Cuál es el título de la (s) persona (s) responsable (s) de administrar la evaluación L E P de los ELL potenciales en la LEA? (Marque todo lo que corresponda.)

- Registrador
- Coordinador / Administrador de ESOL
- Otro (Especificar) bilingüe para

#### 2. Evaluación de la capacidad auditiva y oral

Enumere las evaluaciones de audición y expresión oral (auditivas / orales) utilizadas en la LEA y los procedimientos seguidos para determinar si un estudiante de K-12 es un ELL. IPT, o WIDA Screener

**Describa los procedimientos para garantizar que las evaluaciones de comprensión auditiva y expresión oral se administren dentro de los 20 días escolares posteriores a la inscripción inicial del estudiante.**

Si el estudiante responde que sí en la HLS, el registrador coloca los datos de la HLS en el buzón del contacto de ESOL. El contacto de ESOL o bilingüe repasarán los formularios diariamente, programará la evaluación, registrará los resultados de las pruebas y luego enviará por correo electrónico al maestro y al registrador de las pruebas completadas para garantizar que la prueba de comprensión oral y oral se realice dentro de los 20 días de la inscripción. Todos los estudiantes que no son competentes en la evaluación de L / S para escuchar y hablar califican para los servicios de ESOL y están codificados como LY. Los estudiantes matriculados en jardín de infantes a segundo grado que obtienen calificaciones dentro del rango fluido de habla inglesa de la evaluación (L / S) se determinan como no ELL (ZZ). Los estudiantes en los grados 3-12 que tengan una calificación proficient en L / S son entonces administrered una evaluación ng lectura y WRI t que debe ser completado tan pronto como sea posible una inscripción inicial ras, pero no más tarde de treinta (30) días después de la inscripción.

#### Evaluación de la capacidad de lectura y escritura

Enumere las evaluaciones de lectura y escritura usadas en el LEA y los procedimientos seguidos para determinar si un estudiante es un ELL en los grados 3-12. IPT, WIDA Screener

#### 3. Comité de ELL

**Describa los procedimientos utilizados cuando el Comité ELL toma una decisión de ingreso (colocación). ¿Qué tipo de documentación se utiliza para apoyar estas decisiones?**

A solicitud de un padre o maestro, un estudiante que se determina que no es un Aprendiz del Idioma Inglés o cualquier estudiante que se determina que es un Aprendiz del Idioma Inglés basado únicamente en una evaluación de lectura o escritura puede ser remitido a un Comité ELL. La preferencia de los padres en cuanto a si se determina que un estudiante es ELL o no ELL se considerará en la decisión final. El Comité de ELL puede determinar que un estudiante sea un Aprendiz de Inglés o no un Aprendiz de Inglés según la consideración de al menos dos (2) de los siguientes criterios además de los resultados de la evaluación de ingreso:

- a. El alcance y la naturaleza de la experiencia académica o educativa previa, la experiencia social y una entrevista de estudiante, segundo.
- b. Recomendación escrita y observación por parte del personal de servicios de instrucción y apoyo actual y anterior,

- c. Nivel de dominio de las competencias o habilidades básicas en inglés y en el idioma de herencia según los estándares locales, estatales o nacionales referidos a criterios,
- d. Calificaciones de los años actuales o anteriores, o
- e. Resultados de la prueba distintos de las evaluaciones de entrada

### **Sección 3: Evaluación programática (Regla 6A-6.0902, FAC)** **Evaluación académica / programática**

**Describa los procedimientos que se han implementado para determinar la experiencia académica previa de los estudiantes ELL. Además, aborde la colocación de estudiantes ELL con experiencia previa o no limitada en la escuela o cuyos registros escolares anteriores estén incompletos o no se puedan obtener. Especifique las acciones tomadas para obtener registros escolares anteriores. Incluya los procedimientos para determinar la colocación apropiada de nivel de grado para los estudiantes ELL.**

Cuando los registros anteriores de un estudiante son inalcanzables, se les pide a los padres para proporcionar información de contacto en relación con la experiencia educativa previa. Los estudiantes pueden ser evaluados por sus habilidades y competencias de preparación escolar además de las evaluaciones del idioma inglés. El departamento de orientación hace una solicitud de registros y se intenta comunicarse con las escuelas anteriores del estudiante para obtener la mayor cantidad de información posible sobre el historial educativo y de exámenes. Los estudiantes ELL se colocan en consecuencia, y se supervisa el éxito académico para garantizar que se tomaron decisiones de colocación precisas. Estos procedimientos están documentados en el formulario de evaluación programática y se mantienen en la carpeta ELL del estudiante.

#### **Procedimientos de nivel de grado y de colocación del curso - Grados 9-12**

**Describa los procedimientos que se han implementado para determinar el grado apropiado y la ubicación del curso. Las descripciones deben incluir el proceso utilizado para la concesión de crédito para los estudiantes ELL ingresan a la secundaria en 9<sup>al</sup> 12<sup>o</sup> grado que han completado créditos en países fuera de los Estados Unidos, dirigiéndose específicamente a los estudiantes para los que no hay documentación.**

Según la sección 3-parte b de la sección 6A.6.0902, "El distrito escolar otorgará igual crédito para los cursos tomados en otro país o idioma que no sea el inglés, como lo harían con los mismos cursos tomados en los Estados Unidos o en inglés. Para los estudiantes nacidos en el extranjero, se seguirán las mismas políticas adoptadas por el distrito con respecto a la ubicación apropiada para su edad y las que se siguen para los estudiantes nacidos en los Estados Unidos. una evaluación de habilidades académicas puede ser administrada en el idioma del hogar si es posible.

Los estudiantes deben tener documentación de los cursos completados para recibir crédito de escuela secundaria. Se pueden otorgar exenciones de transferencia de cursos si se proporciona documentación. La documentación se puede crear utilizando el formulario de evaluación programática en el caso de que el estudiante o los padres no puedan proporcionar las transcripciones o la documentación de experiencias educativas anteriores. Los consejeros y administradores escolares revisarán las transcripciones y otorgarán créditos por los cursos completados en otro país donde el curso es similar en alcance y secuencia, pero puede tener un nombre de curso diferente. En ausencia de transcripciones o experiencia educativa previa, las pruebas de diagnóstico / colocación y las entrevistas también se pueden usar como una guía.

La edad del estudiante también será tomada en consideración. Las entrevistas de padres / tutores y estudiantes, así como las reuniones del Comité ELL también se llevarán a cabo para ayudar a determinar la colocación. Cuando sea factible, se proporcionarán traductores / intérpretes para asistir a estas reuniones. El director de la escuela o su designado, el consejero de orientación, el maestro, los padres, el maestro de recursos de ELL y / o el administrador del distrito ELL o su designado pueden ser incluidos para determinar la ubicación apropiada. Cada estudiante recibirá instrucción diferenciada en la colocación acordada en el nivel de grado para facilitar la adquisición del idioma inglés y el rendimiento académico en la colocación de grado apropiada.

**Explique el proceso para otorgar créditos a los estudiantes que se transfieren de otros países para las clases de artes del lenguaje tomadas en el idioma nativo del estudiante y para los idiomas extranjeros que el estudiante haya tomado (esto puede incluir el inglés).**

El distrito escolar otorgará igual crédito para los cursos tomados en otro país o en un idioma que no sea el inglés como lo harían con los mismos cursos tomados en los Estados Unidos o en inglés. Los créditos de Artes del lenguaje se otorgan a los estudiantes que se transfieren de otros países para las clases de artes del lenguaje tomadas en el idioma nativo del estudiante y para los idiomas extranjeros que el estudiante haya tomado, pueden transferirse como exenciones siguiendo las pautas descritas en el Plan de Progreso del Estudiante aprobado por la Junta Escolar.

**¿Cuál es el título de la (s) persona (s) responsable (s) de la evaluación de las transcripciones extranjeras? ¿Cómo son entrenados?  
¿Cómo se mantiene la documentación?**

Director de ELL o consejeros escolares

El Consulado de México y el programa binacional del Departamento de Educación de los Estados Unidos brindaron capacitación. Dr. Pouncey, Directora de ELL participó en la formación y tiene tres miembros del personal adicionales en el departamento Migrante ELL.

Los consejeros escolares reciben capacitación periódicamente según sea necesario en recursos de evaluación de transcripciones y se documentan a través de las hojas de registro. Cuando el personal de la escuela tenga preguntas o necesite una aclaración, se comunicarán con la oficina de ESOL para obtener ayuda.

#### **Reevaluación de los ELL que se retiraron previamente de la LEA**

**Describa los procedimientos utilizados para volver a evaluar a los estudiantes ELL que se retiran de la LEA y volver a inscribirse. Especifique el período de tiempo entre el retiro de Ells y la reinscripción después de la cual se administrará una nueva evaluación de dominio del idioma inglés. Incluir procedimientos de reporte de datos.**

Si el periodo de tiempo para volver a ingresar a la LEA de otro distrito escolar en Florida, estado o país ha sido superior a un año , se administrará una evaluación actual de dominio del idioma inglés a los estudiantes ELL que tengan una respuesta afirmativa en el HLS en el momento de Reingreso / registro. Esta información ayudará a determinar la ubicación y los servicios actuales, pero la fecha original de HLS, entrada, clasificación y DEUSS sigue siendo la misma.

Para los LY que se transfieren de un distrito escolar a otro dentro de un año escolar calendario , no es necesaria una nueva evaluación y los servicios de ESOL continúan según lo indicado por los registros escolares anteriores. Todos los datos de informes originales permanecen iguales. Para las LY fuera del estado que son nuevas en FL, la fecha de DEUSS sigue siendo la misma, pero HLS, entrada, fecha de clasificación se cambia para reflejar los servicios de Florida. Para los estudiantes que son nuevos en el país, la fecha de DEUSS es la fecha de inscripción, y la HLS apropiada, la clasificación y la fecha de ingreso deben informarse en consecuencia. La fecha de DEUSS nunca puede ser posterior a las fechas de clasificación y entrada.

#### **Desarrollo del plan de estudiantes ELL**

**Describa los procedimientos para desarrollar el Plan ELL para estudiantes. Incluya el (los) título (s) de la (s) persona (s) responsable (s) para desarrollar el plan y actualizar los elementos de informe de datos ELL. Además, incluya una descripción de cuándo y cómo se actualiza el plan para reflejar los servicios actuales del estudiante.**

Un plan para estudiantes ELL se desarrolla con el aporte del consejero vocacional, el (los) maestro (s) del aula, el administrador (o su designado) , el designado del EL y otros participantes interesados. El consejero vocacional o el contacto designado de ELL, junto con los maestros del aula, es responsable de completar el plan ELL del estudiante.

El plan reflejará el programa de instrucción del estudiante o el horario designado por el código del Programa 130 con incluirá programas distintos de ESOL y documentación de l uso de un ppropriate estrategias y servicios de ELL. El plan ELL puede incluir procedimientos de adaptación específicos para los programas de evaluación estatales, así como las evaluaciones en el aula. En el plan ELL se incluye información adicional, como los puntajes iniciales de IPT / IRW y los datos de evaluación del estado actual .

El plan se actualizará anualmente al comienzo del año escolar y cuando los servicios cambien y debe reflejar el plan y servicio ELL más actual . Que será actualizado anualmente y se mantiene en el sistema de información del estudiante y / o expediente acumulativo.

**Describa los elementos del plan (por ejemplo, comunicación entre el hogar y la escuela, horarios y clases de los estudiantes, monitoreo del progreso, intervenciones, evaluaciones y otras evaluaciones). ¿Cuál es el rol del maestro en el desarrollo del plan?**

Los elementos del plan del estudiante incluirán el nombre del estudiante, la fecha de ingreso y ACCESS actual para las puntuaciones ELL y datos de evaluación del estado. El plan reflejará el programa de instrucción del estudiante de 130, la cantidad de tiempo de instrucción o el horario de instrucción, la documentación del uso de estrategias ESOL apropiadas y una descripción de todos los servicios proporcionados. El maestro es notificado de las competencias auditivas / orales y de lectura / escritura evaluadas en el IPT. El progreso académico del estudiante puede ser revisado, y los registros de escuelas anteriores son examinados, si están disponibles . La información del plan del estudiante incluirá aportaciones previas y actuales de los maestros a través de entrevistas para obtener información sobre la socialización y la participación en el entorno general del aula.

[http://images.pcmac.org/Uploads/GadsdenCounty/GadsdenCounty/Divisions/Forms/ELL%20Student%20Plan\\_%7BSIS2F335E4709C2%7D.pdf](http://images.pcmac.org/Uploads/GadsdenCounty/GadsdenCounty/Divisions/Forms/ELL%20Student%20Plan_%7BSIS2F335E4709C2%7D.pdf)

#### **Sección 4: Requisitos integrales del programa e instrucción para estudiantes**

##### **Modelos instruccionales**

Además de usar las estrategias requeridas de inglés para hablantes de otros idiomas (ESOL) de los maestros que enseñan ELL, ¿qué modelo (s) instructivo (s) o enfoque (s) se utilizan para asegurar una instrucción comprensible? Las descripciones de cada modelo se pueden encontrar en el Departamento de Educación de la Florida (FDOE) actual Manuales de la base de datos en el sitio web de FDOE . (*Marque todo lo que corresponda*)

Arte del lenguaje inglés protegido

Áreas protegidas básicas / básicas

- Arte de lenguaje en inglés de inclusión general
- Áreas temáticas básicas / de inclusión principal
- Mantenimiento y Educación Bilingüe del Desarrollo.
- Educación bilingüe de desarrollo bilingüe (bidireccional)

**Describa cómo se usan los modelos de instrucción en la LEA. Aborde cómo el LEA supervisará las escuelas para garantizar que los modelos de instrucción se implementen con fidelidad.**

Los estudiantes ELL protegidos en inglés se agrupan por niveles de grado en 6-12 según los niveles de dominio del inglés indicados en la evaluación de ingreso o ACCESS para las calificaciones ELL. Reciben instrucción comprensible de los maestros en Artes Langu de edad a través de ESOL. Los maestros o paraprofesionales bilingües brindan el apoyo apropiado en el idioma nativo en el nivel de competencia individual de ELL. Estos cursos están diseñados para personas que no hablan inglés o que hablan muy poco inglés. A medida que los estudiantes ELL se vuelven más competentes en inglés, son trasladados a un aula convencional. Los estudiantes ELL en artes de lenguaje de inclusión general y áreas de materias principales reciben instrucción comprensible a través de estrategias de ESOL, materiales suplementarios y apoyo de idioma en clases con estudiantes ELL y no ELLS. Los maestros en ambos modelos de instrucción deben tener los requisitos de capacitación apropiados, documentar las estrategias de ESOL y monitorear el progreso de la adquisición del lenguaje de los estudiantes ELL.

**Describa el proceso para verificar que la instrucción proporcionada a los ELL sea igual en cantidad, secuencia, calidad y alcance a la que se brinda a los que no son ELL.**

Para garantizar el acceso a la instrucción, los estudiantes ELL en los grados K-12, los horarios de clase se mantienen en el sistema de registro del estudiante y en los horarios de los maestros. Independientemente del enfoque de instrucción implementado, los ELL reciben instrucción que está alineada con los estándares estatales, y es comprensible, igual y comparable en cantidad, secuencia, calidad y alcance como sus compañeros que no son ELL. La evidencia de acceso equitativo será observada por los administradores del sitio escolar a través de visitas a los salones, planes de lecciones y entrevistas con los maestros. Aunque se pueden usar materiales didácticos complementarios, los libros de texto para los ELL son los mismos que los que se usan para los que no son ELL. Los estudiantes ELL en los grados 9-12 deben tener acceso y recibir crédito para graduarse en áreas de materias básicas de artes del lenguaje en inglés, matemáticas, ciencias, estudios sociales y conocimientos de computación.

Los ELL pueden no se conservarán si no se han proporcionado las estrategias de instrucción, los materiales y las evaluaciones adecuadas para satisfacer sus necesidades. Además, los estudiantes ELL no pueden ser retenidos basándose únicamente en su dominio del idioma. Determinación e Th debe basarse en parte en competencia en lectura, escritura y matemáticas. Los maestros pueden usar evaluaciones alternativas, portafolios y evaluaciones de idioma nativo para determinar si se han cumplido los estándares de contenido. Los administradores escolares, el consejero escolar y el personal del distrito son responsables de supervisar y garantizar que se proporcione una instrucción comprensible .

**¿Cómo determina la LEA si los modelos de instrucción están afectando positivamente el rendimiento del alumno?**

El desempeño académico de los estudiantes ELL se monitorea durante todo el año para asegurar que se está logrando un progreso académico y lingüístico. El personal administrativo y de apoyo revisa el éxito modelos de instrucción a través de observaciones de los maestros, la participación de ELL, la asistencia, Rades g, y evaluación del estado, específicamente el acceso de ELL. También se solicita la entrada del maestro. Si el modelo de instrucción no muestra que se están cumpliendo las metas de rendimiento positivo del estudiante, entonces se debe considerar un modelo diferente .

**¿Cómo se les garantiza a los ELL acceso equitativo a todos los programas, servicios e instalaciones que están disponibles para quienes no son ELL?**

Los administradores y consejeros basados en la escuela son responsables de garantizar que los ELL tengan igual acceso a todos los programas, servicios e instalaciones de la escuela, y que los ELL tengan los mismos derechos que sus compañeros que no son ELL. El Director de ELL del distrito y los Especialistas en Recursos de ELL se desempeñan como defensores de los ELL y sus familias para garantizar la igualdad de acceso y serán responsables de proporcionar información y capacitación al personal de la escuela , incluidos los padres bilingües con respecto a la igualdad de acceso a todos los programas y servicios para los ELL.

**Describa los métodos utilizados en el LEA para documentar el uso de las estrategias de instrucción de ESOL y cómo se supervisa.**

El plan de lección de los maestros s documenta las estrategias de instrucción para los estudiantes ELL y son supervisados por los administradores escolares. Se anima a los maestros a recibir capacitación adicional en las áreas de instrucción diferenciada , SIOP y estrategias ESOL. Los estudiantes reciben apoyo de forma individual o en grupos pequeños s, basado en las necesidades del estudiante, para apuntar las debilidades específicas identificadas por el ACCESS para ELL, IPT, FAIR, FSA, COE y SAT10. Las estrategias de instrucción se monitorean más a fondo a través de notas detalladas sobre las observaciones en el aula y / o entrevistas con los maestros, y el apoyo estudiantil individualizado y los datos de I-Ready u otros programas utilizados por el distrito .



**¿Cómo verifican la LEA y la (s) escuela (s) la entrega de instrucción comprensible para los estudiantes ELL?**

Cada maestro del aula es responsable de incorporar las estrategias de ESOL en las lecciones diarias y debe proporcionar evidencia en los planes de las lecciones que los administradores escolares verifican durante las visitas continuas en el aula, las evaluaciones formales e informales de los maestros. Los maestros son evaluados por la administración escolar utilizando el Sistema de Evaluación aprobado por el distrito . Una parte de ese sistema incluye proporcionar evidencia de planificación y preparación para las necesidades de los Aprendices del Idioma Inglés .

Administradores escolares, consejeros , maestros de recursos de ESOL o personal de ELL Distr ict se reunirá con el / los maestro (s) de los estudiantes ELL para llevar a cabo revisiones para monitorear la adecuación del programa del estudiante. Tales revisiones pueden incluir lo siguiente:

- A. Revisión de las calificaciones del estudiante en todas las áreas de materias.
- B. Monitoreo del nivel de desempeño del estudiante en áreas del curso, Lectura y Matemáticas usando herramientas de Monitoreo de Progreso aprobadas por el estado
- C. Monitoreo del desempeño del estudiante en las evaluaciones estatales o en los exámenes de referencia de la norma.
- D. Observaciones de aula

**¿Qué medidas de seguridad existen para garantizar que todos los estudiantes ELL tengan acceso equitativo a los programas y reciban instrucciones comprensibles? Incluya a la escuela y al personal de la LEA responsable de garantizar una instrucción comprensible.**

Los administradores de la escuela se reunirán con los maestros de los estudiantes ELL para garantizar la igualdad de acceso. Se llevará a cabo la observación en el aula y entrevistas con los maestros , así como evaluación de material instructivo para monitorear la adecuación del programa del estudiante para asegurar que se logre una instrucción comprensible. El personal de ESOL del distrito también realiza visitas de monitoreo y brinda estrategias y apoyo para el desarrollo del currículo.

**¿Qué herramientas de monitoreo de progreso se están utilizando para garantizar que todos los estudiantes ELL dominen los estándares de contenido académico de nivel de grado, los puntos de referencia y los estándares de Desarrollo del Idioma Inglés (ELD)? (Marque todo lo que corresponda)**

- Carteras de estudiantes
- Prueba de referencia de otro criterio (Especificar) \_\_\_\_\_
- Evaluación del idioma nativo (Especificar) \_\_\_\_\_
- LEA / evaluaciones de toda la escuela (Especificar ) Pruebas de referencia , I-Ready , evaluaciones formativas
- Otros (especifique) \_\_\_\_\_

**Progresión del estudiante**

¿Se han incorporado los estándares y procedimientos de la LEA para la promoción, colocación y retención de los estudiantes ELL en el Plan de Progreso Estudiantil (SPP) de la LEA? Si no, ¿dónde se puede encontrar esta información?

- Sí, Por favor, proporcionar un enlace a SPP de la LEA con características específicas a los estudiantes ELL resaltado.

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- No (Especifique) \_\_\_\_\_

**Describe cómo se implementa la Política de Buena Causa en su LEA cuando los estudiantes ELL que se han inscrito por menos de dos años (según el DEUSS) están exentos de la retención obligatoria de tercer grado. Incluya cómo se notifica a los padres o tutores sobre las decisiones de buena causa de la LEA.**

Como se indica en el Plan de Progreso Estudiantil del distrito, el Superintendente puede eximir a los estudiantes en el grado 3 de la retención obligatoria por una buena causa si los estudiantes ELL han recibido menos de 2 años de instrucción (basado en DEUSS) en un programa ESOL. Las decisiones deben ser tomadas por una recomendación del comité de ELL, incluyendo los comentarios de los padres, maestros y personal de apoyo. Las Exenciones de Buena Causa para los ELL se comunican a los padres en su idioma nativo.

**Describe qué rol tiene el Comité ELL en la decisión de recomendar la retención o promoción de cualquier ELL y qué documentación se usa para respaldar estas decisiones.**

Se convoca un comité de ELL para revisar la documentación y los datos antes de hacer una recomendación de promoción / retención para un ELL. Cuando se determina la promoción / retención para los estudiantes ELL, la información y la documentación pueden incluir, entre otros, el rendimiento en el aula, los resultados de las pruebas comparativas, los datos de evaluación a nivel estatal, el progreso hacia la adquisición del idioma inglés, las herramientas de monitoreo del progreso, I-Ready y la entrevista entre padres y alumnos. El comité hace una recomendación al director. El director envía la decisión final al Superintendente. No se tomará ninguna determinación de retención sin convocar primero una reunión del comité LEP.

## **Sección 5: Evaluación estatal (Regla 6A-6.09091, FAC)**

### **Evaluación estatal**

**Describe el proceso para asegurarse de que todos los estudiantes ELL participan en los programas de evaluación del estado de Florida. Incluya cómo se capacita al personal responsable para administrar las evaluaciones y mantener la documentación de lo siguiente:**

El Director de Evaluación del Distrito, junto con el director de MIS, genera y difunde listas digitales de todos los estudiantes ELL que serán evaluados en las escuelas, así como también, las directrices y los materiales que los supervisores de pruebas escolares utilizan para hacer referencias cruzadas y garantizar que todos los estudiantes ELL sean debidamente evaluados. Los talleres de capacitación de capacitadores proporcionan supervisores de pruebas que, a su vez, capacitan a todo el personal escolar que administrará las evaluaciones a los estudiantes ELL con un énfasis específico en las evaluaciones de las evaluaciones. Un consejero escolar designado es el supervisor de pruebas en el nivel secundario y el Director o consejero de Asistencia Son los supervisores de pruebas a nivel elemental. La Oficina de Evaluación proporciona políticas de procedimiento y datos de responsabilidad a cada supervisor de pruebas.

A los estudiantes ELL que reciben servicios en un programa ELL que opera de acuerdo con un plan ELL aprobado, y que toman los exámenes obligatorios del estado, se les pueden ofrecer las adaptaciones. Sin embargo, la combinación exacta de adaptaciones que se ofrecerán a cualquier estudiante se determinará individualmente, teniendo en cuenta las necesidades del estudiante y las recomendaciones del equipo del estudiante. Adaptaciones para estudiantes ELL en la administración de FSA, EOC y ACCESS para ELL debe seguir la pauta s como se especifica en los manuales de evaluación respectivos.

**Evaluaciones de área de contenido a nivel estatal:**

Todos los estudiantes ELL participarán en las evaluaciones estatales. El Director de ESOL trabaja con el Director de Evaluación del Distrito, los coordinadores de evaluación basados en la escuela y los maestros para garantizar que todos los estudiantes ELL participen en el programa de Evaluación Estatal y se les proporcionen las adaptaciones adecuadas para las pruebas.

El maestro de ESOL garantiza que las adaptaciones para la evaluación estatal se indican en el TAM e incluyen un entorno flexible, horarios flexibles, asistencia en el idioma del patrimonio y el uso de los diccionarios del idioma inglés al patrimonio. Además, estas adaptaciones se utilizan dentro del aula de ESOL y con evaluaciones regulares en el aula. Los padres son notificados de las diferentes adaptaciones de los exámenes en una carta enviada por los maestros de ESOL. Los padres pueden elegir si la configuración es flexible.

### **ACCESO para los programas de evaluación de ELLs :**

Los estudiantes codificados como LY el primer día de la prueba de ACCESO para ELL se evalúa para determinar su dominio del idioma. ACCESO para los ELL es una evaluación en el papel para los grados 1 a 12: a los estudiantes se les administra la sección Hablar del examen uno a uno con un maestro; Las secciones de comprensión auditiva, lectura y escritura pueden administrarse en un entorno grupal. Kindergarten ACCESS para ELLs es una evaluación en papel para Kindergarten donde a los estudiantes se les administran todas las secciones de la prueba, uno a uno con un maestro. ACCESO para ELL Alternativas es una evaluación en el papel para los estudiantes en los grados 1 a 12 que tienen discapacidades cognitivas significativas donde a los estudiantes se les administran todas las secciones de la prueba, uno a uno con un maestro.

**¿Cuál es / son el (los) título (s) de la persona a nivel de la escuela responsable de garantizar y documentar que ELL tiene las adaptaciones adecuadas para los exámenes (según los requisitos de administración de exámenes)?**

Consejeros escolares

Administradores de exámenes basados en la escuela

Contactos escolares esol

Maestros administrando evaluaciones

**Describe cómo notificar a los padres de los estudiantes ELL sobre las evaluaciones y las adaptaciones para las pruebas. ¿Cómo se asegura la LEA de que los padres entienden las políticas, los mandatos y los resultados de los estudiantes de las evaluaciones estatales de la Florida?**

Un calendario de exámenes está disponible en el sitio web del distrito. El calendario se actualiza o revisa a medida que el estado actual de los horarios de los exámenes. Con anterioridad a la Fecha de Evaluación, los Padres hijo notificados de Todas las Pruebas a Nivel Estatal las Políticas y Mandatos En un langu ONU ge Que puedan entender, un Menos Que no practicable mar. Un dejó t er sí Envía a los Padres de los Estudiantes ELL Que explican las Pruebas admisibles acom m odations w hich también Contiene Especifica langu Edad de fit flexibles options. Los padres tienen derecho a elegir la configuración flexible durante las pruebas. Los padres son notificados de los resultados en las evaluaciones a través de los informes de puntaje de los estudiantes que indican El nivel de rendimiento del alumno así como las guías interpretativas. Estas guías están disponibles en varios idiomas. Las conferencias de padres / maestros pueden ser convocadas con un traductor, si es necesario, por el padre o maestro para discutir las políticas de evaluación, los mandatos y los resultados.

**Sección 6: Evaluación anual de dominio del idioma inglés (Regla 6A-6.0903, FAC)**

**Describe los procedimientos para determinar si los estudiantes están listos para salir del programa ESOL de LEA. Incluyendo los procedimientos de salida para todos los dominios del idioma (comprensión auditiva, expresión oral, lectura y escritura), los criterios académicos específicos del grado y el reporte de datos de cambio de estado.**

Los criterios de salida se basan en los puntajes de evaluación de 6A-6.0903. Para los estudiantes que toman una administración de jardín de infantes ACCESO para estudiantes ELL, el nivel de dominio del idioma inglés se convertirá en un puntaje compuesto de 4.0 o mayor y al menos 4.0 en el dominio de lectura. El código de salida es H.

Para los estudiantes en los grados 3 a 10 que hace una administración de ACCESO para ELL, el nivel de dominio del idioma inglés es un puntaje compuesto de 4,0 o mayor y al menos 4,0 en el dominio de lectura y un nivel de rendimiento de al menos 3 en la evaluación ELA de FSA. El código de salida es I.

Para los estudiantes en los grados 10-12 que son una administración de ACCESO para los estudiantes ELL, el nivel de dominio del idioma inglés es un puntaje compuesto de 4.0 o mayor y al menos 4.0 es el dominio de lectura y puntaje en la FSA ELA de 3 o más pasando la puntuación concordante en el SAT o ACT. El código de salida es J.

Para los estudiantes con discapacidades cognitivas se puede tener en cuenta la administración de los accesos para la evaluación de los estudiantes ELL, el nivel de competencia es una puntuación mayor o menor y se ha eliminado por un comité de ELL / IEP.

Una vez que el estudiante cumple con los criterios de salida, el especialista en ESOL notifica al especialista en datos de ESOL sobre los datos de salida y el código del estudiante cambia de LY a LF y se monitorea durante dos años. A los padres se les notifica la salida a través de una carta en el idioma nativo del niño, a menos que claramente no sea posible.

**¿Cuál es el título de las personas responsables de realizar las evaluaciones de salida descritas anteriormente? (Marque todo lo que corresponda.)**

- Administrador de pruebas basadas en la escuela / LEA
- Maestro / Coordinador de ESOL
- Otro (especifique) consejero escolar

**¿Cuándo participó un Comité ELL en la toma de decisiones de salida? ¿Qué criterios utiliza el Comité para determinar el idioma y la competencia académica?**

Si los resultados de la evaluación no captan completamente las necesidades académicas o lingüísticas del estudiante, se puede convocar un comité de ELL donde se discuten las opiniones de los padres, los maestros y el personal de apoyo y se tomen las decisiones de la función. Un Comité de ELL PUEDE Recomendar Que El estudiante PUEDE salir del Programa con c XAMEN de Otros Datos Que statewide Evaluation Como portafolios de Estudiantes o Evaluaciones Alternativas. Un comité de ELL también puede reunirse para salir de un estudiante del programa ESOL si hay evidencia suficiente para indicar el idioma del idioma inglés no es un problema que interfiera con el logro del dominio del estudiante, ya sea en el examen estatal de dominio del idioma inglés o en la evaluación académica estatal. El estudiante puede tener otra discapacidad que se cumple a través de un IEP u otro plan estudiantil. Independientemente de la razón para salir, un comité de ELL revisará el registro académico y el dominio del idioma inglés del estudiante y documenta al menos dos de los cinco criterios enumerados a continuación para salir de un estudiante:

- a. El alcance y la naturaleza de la experiencia académica o educativa previa, la experiencia social y una entrevista de estudiante.
- b. Recomendación escrita y observación por parte del personal.
- c. Nivel de dominio de las competencias o habilidades básicas en inglés y en el idioma de la herencia según los estándares locales, estado o nacional referidos a criterios,
- d. Calificaciones de los años actuales o anteriores, o
- e. Resultados de la prueba.

**Describe los procedimientos de un ELL cumple con los requisitos de salida en el medio de un período de calificación.**

Aunque los ELL generalmente salen del programa ESOL cuando se cumplen los criterios de salida a través de la evaluación, los estudiantes pueden ser remitidos a cualquier momento durante el año escolar. Dado que los datos de ACCESO para ELL y FSA ELA se usa normalmente como instrumentos para tomar decisiones de salida, y esta información se da durante el verano, cualquier decisión de salida se toma en el medio de un período de calificación o año escolar requerimiento una decisión del comité ELL en un análisis de datos actual y evaluaciones de estudiantes. Se realiza una evaluación actual de la comprensión, lectura y escritura en inglés, así como una revisión de la boleta de calificaciones. Calificaciones, puntuaciones de pruebas de referencia y datos de cartera. También se solicitarán los comentarios de los padres, maestros y personal de apoyo. El código de salida será L, y el código de estudiante cambiará de LY a LF.

**Sección 7: Procedimientos de monitoreo (Regla 6A-6.0903, FAC)**

**Durante el período de monitoreo de dos años requerido, ¿cuál es el título de la (s) persona (s) responsable (s) de:**

**¿Dirigiendo el desempeño del seguimiento de los ex ELLs? Maestros de aula, maestros de recursos de ESOL, consejeros escolares, director**

de distrito EL y personal de EL.

¿Actualizando el plan ELL para estudiantes ? Consejeros escolares, maestros de recursos de ESOL y / o personal del distrito EL , procesadores de datos

¿Reclasificación del estado de ELL en los sistemas de reporte de datos? Asistente de Programa EL L

¿Qué documentación se usa para monitorear el progreso del estudiante? ( Marque todo lo que corresponda)

- Las boletas de calificaciones
- Resultados de las pruebas
- Rendimiento en el aula
- Aporte del maestro
- Otro (Especificar) Asistencia

¿Cuál es el procedimiento (s), incluida la posible reclasificación, que se implementa cuando el rendimiento académico de los antiguos ELL no está en el nivel de grado?

El rendimiento de los ex ELL (LF) se revisará para garantizar el progreso académico.

Según las directrices del Decreto de Consentimiento, las revisiones se realizarán como se especifica a continuación :

1er informe auto d después de salir del programa ESOL ;  
al final del 1er semestre;  
al final del primer año; y  
Al final del segundo año.

Los procedimientos seguidos cuando el rendimiento académico de los antiguos ELL no está en el nivel de grado es :

- a) El estudiante es referido al comité de ELL.
- b) El Comité de ELL revisa las boletas de calificaciones, portafolios de estudiantes, logro de los estándares de la Florida, desempeño en evaluaciones del distrito / estado, aportes de padres / maestros, número de años que el estudiante ha estado inscrito en el programa ESOL y dominio de la adquisición del idioma.
- c) El comité de ELL puede determinar que el estudiante continúa en el programa regular.
- d) El Comité de ELL puede determinar que el estudiante debe ser reclasificado como ELL , codificado LY y reingresado en el programa o ser referido para una evaluación adicional. .

Después de consultar con el maestro de recursos de ESOL o con el consejero escolar , el Director de EL del Distrito en consulta con el consejero escolar es responsable de iniciar un nuevo Plan ELL para estudiantes, proporcionar al Procesador de datos los datos del estudiante para ingresar a la base de datos de estudiantes y garantizar la ubicación adecuada después de que el alumno haya sido evaluado. Los datos originales de los estudiantes se mantienen igual . El estudiante puede ser reportado en el programa ELL por un año adicional o extendido anualmente por un período que no exceda un total de seis años basado en una evaluación anual del estado del estudiante. La falta de elegibilidad para los fondos ELL no exime al distrito más allá de los seis años de financiamiento del programa estatal ELL.

#### **Cumplimiento del plan ELL y rendimiento del estudiante**

**Describe los procedimientos internos de la LEA para monitorear el programa ESOL para el cumplimiento y el rendimiento académico de los estudiantes.**

El ESOL Profesor / Coordinador y ELL del monitor personal del distrito ELL s tudent el progreso mediante la revisión de la información en la carpeta de ESOL y revisar el id de competencias específicas valor de la exportación durante la prueba inicial, ACCESS para ELL y evaluación académica s . Los resultados de la evaluación y las habilidades específicas se guardan en la carpeta de ESOL y se monitorean durante el transcurso del año escolar para demostrar el dominio de los conceptos clave de adquisición del idioma inglés. La persona responsable de mantener estos registros es el Coordinador de ESOL, el maestro de ELL o el consejero escolar.

Los registros de capacitación de maestros son monitoreados para el cumplimiento con los requisitos de ESOL por parte del personal del distrito o el especialista en certificación .

Los planes y los horarios de los estudiantes ELL se actualizan anualmente y son monitoreados por el administrador de ESOL para asegurar que los estudiantes ELL estén recibiendo el programa 130 apropiado.

La instrucción comprensible se monitorea a través de las observaciones en el aula y la revisión de los planes de lecciones del maestro .

¿De qué manera los sitios escolares, los padres y las partes interesadas tienen acceso al Plan ELL del Distrito aprobado?

Los planes ELL están disponibles en el sitio web del distrito. Todas las escuelas proporcionan el enlace a los padres en la carta de bienvenida de regreso a la escuela, así como en las reuniones de PLC. Los padres pueden solicitar copias del plan en cualquier momento. El plan ELL del distrito está disponible en inglés y español.

### **¿Cómo garantiza la LEA que las escuelas estén implementando el Plan ELL del Distrito?**

Los administradores de ESOL del distrito responsables de la implementación del Plan ELL del Distrito se reúnen con los administradores escolares para asegurarse de que se implementen los procedimientos y las prácticas de instrucción adecuadas. Los recorridos en el aula, las observaciones y la documentación de los elementos de cumplimiento también se revisan para garantizar que las escuelas estén implementando el plan del distrito. Además, el plan del distrito se discute durante las reuniones de PLC con traductores disponibles, y se alienta a los padres a que aporten sus opiniones para que la implementación sea exitosa.

### **Sección 8: Notificación de los padres, tutores, estudiantes y derechos**

Describa los procedimientos utilizados y proporcione un enlace a la notificación a los padres de un ELL identificado para participar en un programa educativo de instrucción de idiomas. Por cada estudiante tenga éxito Ley y por regla junta estatal, este aviso debe definir:

1. las razones para la identificación de su hijo como ELL y la necesidad de su colocación en un programa educativo de instrucción de idiomas;
2. el nivel de dominio del inglés del niño, cómo se evaluó dicho nivel y el estado del rendimiento académico del niño;
3. los métodos de instrucción utilizados en el programa en el que sus hijos participan o participarán, y los métodos de instrucción utilizados en otros programas disponibles, incluida la forma en que dichos programas difieren en el contenido, los objetivos de instrucción y el uso del inglés y el idioma nativo en la instrucción;
4. la forma en que el programa en el que su hijo participa o participará cumplirá con las fortalezas y necesidades educativas de su hijo;
5. cómo dicho programa ayudará específicamente a su hijo a aprender inglés y cumplir con los estándares de logro académico apropiados para su edad para la promoción y graduación de grado;
6. los requisitos de salida específicos para el programa, incluida la tasa esperada de transición de dicho programa a aulas que no están adaptadas para los estudiantes ELL, y la tasa esperada de graduación de la escuela secundaria (para estudiantes en escuelas secundarias);
7. en el caso de un estudiante con una discapacidad, cómo dicho programa cumple con los objetivos del programa de educación individualizada del estudiante; y
8. Información relativa a los derechos de los padres que incluye una guía por escrito.
  - a. Detallando el derecho que tienen los padres de que su hijo sea retirado inmediatamente de dicho programa cuando lo soliciten;
  - b. detallando las opciones que tienen los padres para negarse a inscribir a sus hijos en dicho programa o para elegir otro programa o método de instrucción, si está disponible; y
  - c. ayudar a los padres a seleccionar entre varios programas y métodos de instrucción, si se ofrece más de un programa o método.

Para cumplir con el cumplimiento de ESSA, los distritos deben notificar a los padres de un ELL identificado para participar en el programa a más tardar 30 días después del comienzo del año escolar. Para aquellos niños identificados como ELL durante el año escolar, el distrito notificará a los padres durante las primeras 2 semanas de la colocación del niño en ESOL. Se informará a los padres mediante cartas, se mantendrán en las carpetas de los alumnos y se supervisarán por el Título I. Todas las cartas, así como toda la comunicación entre el hogar y la escuela, deben proporcionarse a los padres en un idioma que puedan entender, a menos que claramente no sea factible.

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### **Describa los procedimientos utilizados por el personal de la escuela para brindar asistencia a los padres o tutores de los ELL en el idioma de su hogar.**

Toda la comunicación verbal y escrita se proporciona a los padres / tutores en el idioma de su hogar, siempre que sea posible. La asistencia lingüística también se proporciona a través de la escuela y el personal del distrito con fluidez en el idioma del hogar de los padres / tutores, es decir, mensajes pregrabados con información sensible al tiempo que se envía directamente a los teléfonos de los padres / tutores, información publicada en el sitio web del distrito e interpretada en funciones escolares y locales comunitarios. Los servicios de traducción, específicamente en idiomas menos hablados, también pueden proporcionarse a través de personal bilingüe, personal universitario, voluntarios de la comunidad cuando sea posible.

### **Describa las actividades de divulgación para padres que informan a los padres sobre cómo pueden participar en la educación de sus hijos y cómo pueden ayudar a sus hijos a aprender inglés y cumplir con los estándares académicos del estado.**

El Departamento de ESOL organiza varios eventos a lo largo del año escolar para que participen los padres, incluidos talleres de ayuda con las tareas escolares, noches familiares de ESOL para discutir temas como leer para el éxito, por qué las ausencias cuentan, cómo comprender los programas de títulos. Además, el Consejo de Liderazgo de Padres de ESOL se reúne trimestralmente para garantizar que se aborden las necesidades y preocupaciones de los padres de ELL. El distrito Departamento de ESOL trabaja en cooperación con otros INVOL familia en todo el distrito ve Ment iniciativas, así como la comunidad agencias para proporcionar servicios adicionales que pueden incluir clases de Inglés, ayuda con la inmunización y la inmigración información. Las actividades generalmente se programan en sitios escolares con poblaciones ELL significativas para que sea más fácil para los padres participar. Los servicios de cuidado de niños a menudo están disponibles, así como los

intérpretes .

Verifique las comunicaciones de la escuela al hogar que envían la LEA o la escuela a los padres o tutores de los estudiantes ELL que están en un idioma que los padres o tutores pueden entender. (Marque todo lo que corresponda. Proporcione enlaces a todas las casillas marcadas.):  
[Http://www.gadsdenschools.org/](http://www.gadsdenschools.org/)

- Resultados de la evaluación de la competencia lingüística
- Colocación del programa
- Opción (s) modelo (s) de entrega del programa
- Extensión de la instrucción de ESOL
- Salir del programa ESOL
- Seguimiento posterior a la reclasificación de ex ELLs
- Reclasificación de ex ELLs
- Pruebas estatales y / o LEA
- Adaptaciones para la prueba (ajuste flexible)
- Pruebas anuales para el desarrollo del lenguaje.
- Crecimiento en el dominio del idioma (comprensión auditiva, expresión oral, lectura, escritura)
- Exención de FSA en ELA para estudiantes ELL con DEUSS por menos de un año
- Retención / Remediación / Buena Causa
- Transición a clases regulares o cambio de curso.
- Invitación a participar en una reunión del comité de ELL
- Invitación a participar en el Consejo de Liderazgo de Padres (PLC)
- Programas especiales como Dotados, ESE, Colocación avanzada, Inscripción dual, Pre-K, Educación vocacional y técnica, escuelas autónomas y actividades de apoyo estudiantil
- Almuerzo a precio reducido / gratis
- Opciones de elección de los padres, estado de mejora de la escuela y avisos de maestros fuera del campo
- Formularios de inscripción y requisitos.
- Formularios disciplinarios
- Información sobre las Normas de la Florida y las Normas de Desarrollo del Idioma Inglés (ELD)
- Información sobre los servicios comunitarios disponibles para los padres
- Información sobre oportunidades para la participación de los padres (voluntariado, PTA/PTO, SAC)
- Boletas de calificaciones\*
- Otro (Especificar) \_\_\_\_\_

\*Si las boletas de calificaciones no están disponibles en otros idiomas, describa cómo se comunica el progreso académico de un ELL a padres/tutores

#### Sección 9: El Consejo de Liderazgo de Padres (Regla 6A-6.0904, FAC)

¿Qué tipo(s) de Consejo de Liderazgo de Padres (PLC) existen en la LEA? (Marque todo lo que corresponda. Por favor, proporcione enlaces a la membresía de la agenda y las reuniones.)

- Nivel LEA
- Nivel Escolar

Por favor, aborde las funciones y la composición del PLC:

Los objetivos del PLC son familiarizar a los padres de ELL con el personal y los servicios escolares disponibles en los sitios escolares individuales; proporcionar a los padres de ELL la oportunidad de tomar un papel activo en las decisiones que afectan la educación de sus hijos y consultar con el personal de la escuela y dar su opinión sobre los objetivos relacionados con el programa ELL. El PLC del Distrito está compuesto por padres de ELL actuales y anteriores como la mayoría, así como maestros de aula, especialistas en currículo y maestros de recursos de ESOL. Los líderes comunitarios y los defensores de ELL también están invitados a participar como miembros. La función principal del PLC es hacer recomendaciones para el plan ELL del Distrito y revisar las políticas que son fundamentales en el proceso de aprobación.

¿Cómo involucra la LEA al PLC en otros comités de la LEA?

El PLC desarrolla un entorno escolar que fomenta la comunicación bidireccional entre el hogar y la escuela y se reúne anualmente, pero según sea necesario, el personal bilingüe también está disponible para discutir temas que promueven la participación escolar y brindan a los padres de ELL capacitación en liderazgo y oportunidades para estar representados en los consejos asesores escolares y distritales existentes. Los miembros del PLC participan en la revisión del Plan distrital de ELL y se les anima a participar en los Comités Asesores Escolares y la Asociación de Padres y Maestros, así como en el comité ad hoc basado en la escuela. El PLC hace recomendaciones para el desarrollo del Plan ELL del Distrito. Los oficiales también revisan y aprueban el Plan ELL del Distrito antes de que se presente para la aprobación de la Junta Escolar y el DOE Estatal.

**¿Cómo participa el PLC en el desarrollo del Plan ELL del Distrito?** El PLC lea proporciona información durante el desarrollo del Plan ELL y revisa el Plan ELL final del distrito en una reunión programada del PLC. Los traductores están disponibles para proporcionar asistencia lingüística y aclaraciones y el Plan ELL está disponible en español. Los miembros de PLC pueden solicitar una versión del plan por correo electrónico si no pueden asistir a la reunión. Se alienta la retroalimentación de los padres y se abordará. Una vez completada la revisión por parte de los miembros del PLC, el Presidente firma y aprueba el Plan ELL del Distrito.

¿El PLC de LEA aprueba el Plan ELL del Distrito?

En caso negativo, sírvase explicar la falta de aprobación del PLC.

#### **Sección 10: Capacitación del personal (Reglas 6A-6.0907 y 6A-1.0503, FAC)**

**Describa cómo los maestros de Categoría I responsables de las Artes del Lenguaje Inglés y la instrucción intensiva de lectura de los ELL que deben obtener el respaldo / certificación de ESOL son notificados de los requisitos y oportunidades de capacitación. Incluya el título de la(s) persona(s) responsable(s) de emitir las notificaciones y cómo se documenta el proceso.**

El personal que será el principal proveedor de cursos de inglés o artes del lenguaje y lectura para un ELL debe estar debidamente certificado para la asignación de enseñanza de ESOL. Los maestros pueden cumplir con los requisitos a través de un endoso de ESOL infundido junto con un programa de preparación de maestros aprobado por el DOE, que generalmente se completa antes del empleo. Los maestros también pueden realizar un programa de aprobación adicional en servicio del distrito aprobado por el DOE tomando las 300 horas en servicio de: a) Métodos de enseñanza de ESOL, b) Desarrollo de currículos y materiales de ESOL, c) Comunicación y comprensión intercultural, d) Lingüística aplicada y e) Pruebas y evaluación de ESOL. Los maestros también pueden evaluar el examen del área temática de ESOL y completar 120 horas de capacitación de ESOL dentro de los tres años. Se puede utilizar la formación P rior ESOL y la documentación se mantiene en el archivo de personal del profesor. Los miembros del personal de la Oficina de Certificación de Educadores ayudarán al personal que haya completado los requisitos para el Endoso de ESOL, a través del servicio previo, a solicitar el Endoso de ESOL a través de la Oficina de Certificación de Educadores. El personal que ha aprobado el examen de área temática ESOL K-12 ayudará a las personas que poseen especializaciones de grado en ESOL a solicitar la cobertura de ESOL con la Oficina de Certificación de Maestros.

El Departamento Profesional será responsable de notificar al personal sus requisitos de certificación y de monitorearlos para su cumplimiento. La Oficina de Desarrollo Profesional y el personal del Distrito EL serán responsables de proporcionar al personal información sobre la capacitación en el servicio, la publicidad y la programación de clases. La oficina de EL programará, supervisará, coordinará y facilitará la capacitación en servicio. Se puede reclamar FTE ponderado 130 para estos maestros.

**Describa cómo se notifica a los maestros del área de contenido de matemáticas, ciencias, estudios sociales y alfabetización informática sobre los requisitos de capacitación de ESOL (60 horas) y las oportunidades. Incluya el título de la(s) persona(s) responsable(s) de emitir las notificaciones y cómo se documenta el proceso.**

El Departamento Profesional será responsable de notificar al personal sus requisitos de certificación y de monitorearlos para su cumplimiento. La Oficina de Desarrollo Profesional y el personal del Distrito EL serán responsables de proporcionar al personal información sobre la capacitación en el servicio, la publicidad y la programación de clases. La oficina de EL programará, supervisará, coordinará y facilitará la capacitación en servicio. Se puede reclamar FTE ponderado 130 para estos maestros.

**Describa cómo se notifica a todo el resto del personal de instrucción sobre los requisitos de capacitación de ESOL (18 horas) y las oportunidades. Incluya el título de la(s) persona(s) responsable(s) de emitir las notificaciones y cómo se documenta el proceso.**

Todo el resto del personal de instrucción es notificado de los requisitos y oportunidades de capacitación publicando el programa de capacitación de ESOL en el sitio web de Aprendizaje Profesional del Distrito y enviando el cronograma de capacitación de ESOL, el Plan de Estudio y el Cronograma de Capacitación requerida de ESOL a los administradores por correo electrónico, quienes, a su vez, notifican a los maestros. El Director de ESOL del distrito es responsable de coordinar, emitir y monitorear las notificaciones de toda la capacitación presentada al Distrito y a los niveles escolares. El proceso se documenta a través de archivos electrónicos ePDC y se mantiene en el archivo de personal del maestro.

**Describa los procedimientos utilizados cuando los maestros de Categoría I son reportados fuera del campo. Incluya procedimientos de cumplimiento al reclamar FTE 130 ponderado para cursos básicos.**

El Director reporta a los maestros de Categoría I que están fuera del campo al Director del Departamento de Recursos Humanos, quienes luego son reportados a la Junta Escolar para su aprobación. Una carta notificando a los padres del estado fuera del campo se envía a los padres de ELL en su idioma nativo, a menos que claramente no sea factible. Los maestros de categoría I se consideran fuera del campo hasta que se cumplan los requisitos de aprobación o certificación de ESOL. Una vez asignado un ELL, los profesores de Categoría I deben completar 60 horas de capacitación en ESOL dentro de los dos años y al menos 60 horas de capacitación en ESOL cada una consecutiva

año hasta que se complete el endoso de ESOL, independientemente de la asignación de ELL. El endoso esol debe agregarse al certificado de enseñanza existente. Los maestros que siguen estas pautas se consideran en cumplimiento, y se puede reclamar FTE 130 ponderado. Aunque se puede reclamar FTE 130 ponderado para los responsables de la enseñanza de la Categoría II, cursos básicos de Matemáticas, Ciencias, Estudios Sociales y Alfabetización Informática, los maestros no se consideran fuera del campo y no es necesaria ninguna carta de notificación o aprobación de la junta escolar. Todos los maestros deben documentar que se están utilizando estrategias de ESOL para garantizar una instrucción comprensible dentro de sus planes de lecciones.

**Describa cómo la LEA proporciona el requisito de capacitación ESOL de 60 horas para los administradores escolares y el sistema de seguimiento de la LEA que se implementará.**

La LEA proporciona los requisitos de capacitación esol de 60 horas para los administradores escolares al proporcionar las oportunidades de capacitación adecuadas a través del modelo de capacitación de aprendizaje combinado, el curso en línea de inscripción abierta o una vez cada dos años y según la necesidad según lo determine el Coordinador de PD del Distrito. La oficina de Desarrollo Profesional con la participación de la Oficina del Distrito de ELL es responsable de coordinar, emitir y monitorear las notificaciones de la capacitación para los administradores escolares. Los administradores, incluidos los directores, asistentes o subdirectores, el currículo escolar y los supervisores de comportamiento tienen tres años desde la asignación de liderazgo escolar para completar las 60 horas, pero se pueden usar cursos previos de ESOL. El proceso se documenta a través de registros electrónicos en servicio mantenidos principalmente en el ePDC alojados en el mainframe PAEC y también mantenidos en el archivo de personal.

**Describa cómo la LEA proporciona los requisitos de capacitación de ESOL de 60 horas para los consejeros de orientación y el sistema de seguimiento de la LEA.**

La LEA proporciona los requisitos de capacitación esol de 60 horas para los consejeros escolares al proporcionar las oportunidades de capacitación adecuadas a través del modelo de capacitación de aprendizaje combinado, el curso en línea de inscripción abierta o una vez cada dos años y según la necesidad según lo determine el Coordinador de PD del Distrito. La Oficina de Desarrollo Profesional con la participación de la Oficina del Distrito de ELL es responsable de coordinar, emitir y monitorear las notificaciones de la capacitación para los consejeros escolares que tienen tres años desde la asignación para completar las 60 horas, pero se pueden usar cursos previos de ESOL. El proceso se documenta a través de archivos electrónicos en servicio de ePDC y se mantiene en el archivo de personal.

**Describa el desarrollo profesional suplementario ofrecido por la LEA para garantizar que el personal de instrucción esté informado sobre los estándares de desarrollo del idioma inglés y las mejores prácticas.**

Los maestros de ELL y del área de contenido, así como los administradores escolares y los paras bilingües están informados de la capacitación suplementaria de ESOL a través de la Oficina de Desarrollo Profesional y la Oficina del Distrito de ELL. El personal puede inscribirse en cursos o actividades que son proporcionados por el distrito escolar, doE o facilitadores de WIDA. Aunque estos cursos no se pueden utilizar para los mandatos de capacitación de ESOL requeridos, los maestros pueden recibir puntos en servicio cuando se completan los cursos.

**Si la instrucción se proporciona en un idioma que no sea el inglés, describa los procedimientos que se utilizan para evaluar el dominio de los maestros en el otro idioma y en inglés.**

N / A

**Se requiere un paraprofesional o maestro bilingüe en las escuelas que tienen 15 o más ELL que hablan el mismo idioma. Especifique las calificaciones de elegibilidad requeridas por la LEA para paraprofesionales bilingües. Explique la descripción del trabajo y la asignación principal del paraprofesional bilingüe.**

Los solicitantes paraprofesionales bilingües deben tener un título de AA / AS o aprobar el examen ParaPro. Deben tener fluidez en inglés y el idioma nativo apropiado según lo determine la entrevista, la evaluación del distrito y / o un examen oral y escrito. La descripción del trabajo incluirá, entre otros: participación en actividades en servicio que involucren procedimientos del programa, modificaciones curriculares y de evaluación y estrategias de tutoría; ayudar a administrar pruebas individuales y grupales de estudiantes en el idioma nativo apropiado o en inglés; convertirse en miembro del Comité ELL y, según se solicite, participar en el desarrollo del plan estudiantil; ayudar al presidente del Comité ELL y al Maestro de Recursos de ESOL con nativo soporte de idiomas; trabajar con pequeños grupos de estudiantes, bajo la dirección del maestro del aula; familiarizar a los padres con el personal del programa y los servicios disponibles en el sitio de la escuela individual.

**Describir los procedimientos de LEA para capacitar a paraprofesionales bilingües en ESOL o estrategias de lengua materna. Incluya cómo se mantiene la documentación de la capacitación.**

Los paraprofesionales bilingües se proporcionan en servicio de forma continua durante la planificación previa, la orientación, los días de liberación temprana, los talleres de la escuela de pre-verano, las reuniones de área de grupos pequeños, que se centran en temas como el Decreto de Consentimiento de ESOL, los procedimientos de identificación y evaluación de los estudiantes, las diferencias y similitudes interculturales, la participación de los padres, las técnicas de tutoría, el desarrollo y la adaptación del currículo, y las estrategias para trabajar con ELL. El proceso se documenta a través de archivos electrónicos ePDC y se mantiene en el archivo de personal.



**Describa los procedimientos para determinar el dominio del paraprofesional bilingüe en inglés y en el idioma patrimonial de los estudiantes atendidos.**

Los solicitantes de puestos de paraprofesional bilingüe en los sitios escolares deben pasar una evaluación oral y escrita o mostrar fluidez lingüística a través de una entrevista en español, que se anuncia en la oficina del distrito de Programas para Estudiantes de Idiomas Ingleses. El idioma es representativo del idioma principal hablado por los estudiantes del idioma inglés en nuestro distrito.

**Proporcione una carta de garantía del superintendente de distrito de que el distrito cumple con todos los requisitos de capacitación de ESOL.**

**Ver Carta adjunta.**

#### **Sección 11: Extensión de servicios (Regla 6A-6.09022, FAC)**

**Describir los procedimientos LEA utilizados para determinar la extensión de los servicios, incluido el cronograma apropiado basado en DEUSS. Explique el papel del Comité de ELL y qué documentación de respaldo se utiliza para determinar si son necesarios servicios continuos de ESOL**

Tres (3) años después de la fecha de la inscripción inicial de un ELL en una escuela en los Estados Unidos (DEUSS), se convocará anualmente un Comité de ELL para reevaluar el progreso del estudiante hacia el dominio del idioma inglés. El Comité de ELL se reunirá no antes de treinta (30) días escolares antes del tercer aniversario de la fecha de inscripción inicial del estudiante en una escuela en los Estados Unidos, (DEUSS) y no más tarde de la fecha de aniversario, a menos que la fecha de aniversario del estudiante caiga dentro de las primeras dos (2) semanas de cualquier año escolar. Luego, el comité de ELL puede reunirse a más tardar el 1 de octubre. Este proceso se completará anualmente a partir de entonces. Cualquier estudiante que sea considerado para la extensión de los servicios debe ser evaluado en al menos un (1) instrumento de evaluación aprobado por el Departamento. La evaluación se administrará no antes de treinta (30) días escolares antes de la fecha de aniversario del estudiante. La evaluación puede ser cualquier evaluación aprobada por el Departamento que cubra los cuatro (4) dominios de escuchar, hablar, leer y escribir. Si la fecha de aniversario del estudiante se encuentra entre la publicación de la evaluación estatal de dominio del idioma inglés y los puntajes de evaluación estandarizados estatales aplicables en un año escolar determinado y el 1 de octubre del año escolar siguiente, la evaluación de dominio del idioma inglés en todo el estado del estudiante y los puntajes de evaluación estandarizadas estatales aplicables serán suficientes, y no se requiere una evaluación más reciente.

Los procedimientos que se siguen para determinar la extensión de los servicios son:

- a) El estudiante es remitido al Comité ELL.
- b) El Comité ELL revisa las boletas de calificaciones, los portafolios de los estudiantes, el logro de los Estándares de la Florida, el desempeño en el distrito / estado evaluaciones, aportes de padres / maestros, número de años que el estudiante ha estado inscrito en el Programa ESOL y dominio de la adquisición del idioma.
- c) El Comité ELL puede determinar que el estudiante continúe en el programa regular.
- d) El Comité ELL puede determinar que el estudiante sea referido para una evaluación adicional.
- e) El Comité ELL puede determinar que el estudiante necesita extensión de servicios

El Maestro de Recursos de ESOL y el Presidente de ELL son responsables de iniciar un nuevo Plan de ELL para Estudiantes, proporcionar al Procesador de Datos los datos de los estudiantes para ingresar en el mainframe y garantizar la colocación adecuada después de que el estudiante haya sido evaluado. Los datos originales de los estudiantes, incluido DEUSS y la fecha de ingreso, permanecen iguales.

#### **Evaluación de la competencia auditiva y oral**

**Enumere las evaluaciones de listening and speaking utilizadas en la LEA para determinar si un estudiante domina el inglés para la extensión de los servicios.**

ACCESS for ELLs  
IPT  
WIDA screener  
FSA ELA

#### **Evaluación de competencia en lectura y escritura**

**Enumere las evaluaciones de lectura y escritura utilizadas en la LEA para determinar si un estudiante domina el inglés para la extensión de los servicios.**

ACCESS for ELLs  
WIDA Screener  
FSA ELA

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: March 22, 2022

TITLE OF AGENDA ITEM: Discretionary One-half Cent Capital Outlay Surtax Ballot Resolution

DIVISION: Finance Department/Support Services

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

PURPOSE AND SUMMARY OF ITEM:

This is a recommendation for School Board approval of a discretionary one-half cent capital outlay surtax for the expressed purposes of a) upgrading and modernizing schools and facilities to keep them safe and make them more conducive to learning through renovation, repair, and remodeling; b) reducing portable classrooms as appropriate to improve school facilities; and c) enhancing athletic fields, including but not limited to addressing handicap accessibility and safety.

It is anticipated that a one-half cent surtax in Gadsden County, Florida will generate approximately \$2,358,751.00 dollars annually for the period of the surtax. The estimated financial impact will be an increase in revenue for facilities improvements and modernization. These funds will be appropriated within the district's budget for the fiscal year in which the election occurs.

FUND SOURCE: NA

AMOUNT: NA

PREPARED BY: LaClarence Mays/Dr. Sylvia R. Jackson

POSITION: Interim Finance Director/Assistant Superintendent, Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1  
\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY: SMJ 3/11/22

A RESOLUTION OF THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, DIRECTING A REFERENDUM TO BE HELD ON NOVEMBER 8, 2022, PURSUANT TO SECTION 212.055(6), FLORIDA STATUTES, FOR THE PURPOSE OF SUBMITTING TO THE DULY QUALIFIED ELECTORS OF GADSDEN COUNTY, FLORIDA, A QUESTION REGARDING THE LEVEY OF A DISCRETIONARY SALES SURTAX IN GADSDEN COUNTY OF ONE-HALF CENT FOR SPECIFIED PURPOSES; PROVIDING FOR PROPER NOTICE OF SUCH ELECTION; AUTHORIZING CERTAIN INCIDENTAL ACTIONS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the School Board seeks to upgrade and modernize its aging schools and facilities to keep them safe and make them more conducive to learning through renovation, replacement, construction, security, and technology improvements; and

WHEREAS, this resolution shall set forth a plan consistent with the provisions of section 212.055(6), Florida Statutes, for use of the proceeds of the levy and collection of the surtax for capital outlay projects.

BE IT RESOLVED BY The School Board of Gadsden County, Florida, acting as the governing body of the school district of Gadsden County, Florida, as follows:

SECTION 1. AUTHORITY FOR RESOLUTION. This resolution is adopted pursuant to section 212.055(6), Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined that:

- (a) Section 212.055(6), Florida Statutes, authorizes the School Board to levy a discretionary sales surtax not to exceed one-half cent on all taxable transactions. Such levy is subject to approval by a majority vote of the electors in Gadsden County, Florida.
- (b) The School Board hereby determines that it is in the best interest of the School District of Gadsden County, Florida ("the District") and its students to levy the sales surtax authorized by and in accordance with Sections 212.055(6), and 212.054 Florida Statutes, in an amount equal to one-half cent (the "Sales Surtax").
- (c) The School Board finds that it is necessary to upgrade and modernize its aging schools and facilities to keep them safe and make them more conducive to learning through renovation, replacement, construction, security, and technology improvements; to acquire land, construct, reconstruct and improve school facilities, including costs of retrofitting and providing for technology implementation; acquire equipment including safety and security; acquire technology hardware and software; and to service bond indebtedness, if any, all as further described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Plan").

- (d) The levy of the Sales Surtax is necessary in order for the School Board to be able to fund the facilities and projects within the Plan. The Sales Surtax shall be used to acquire, construct, reconstruct and equip the Plan or to make lease payments under the lease purchase agreements pursuant to sections 1001.42(11)(b)5. and 1013.15(2), Florida Statutes, or pay bond indebtedness issued to finance the Plan, all of which is permitted by Section 212.055(6), Florida Statutes. The Sales Surtax shall be levied for a period of fifteen (15) years, beginning January 1, 2023 through December 31, 2038, unless repealed or reduced prior to that time by resolution of the School Board, which repeal or reduction may be effectuated with referendum, so long as there are no bonds or other obligations of the School Board outstanding that are payable from the proceeds of such levy.
- (e) The Plan consists of fixed capital expenditures or fixed capital costs associated with the construction, reconstruction, or improvement of school facilities and campuses, which have useful life expectancy of five (5) years or more, and any land acquisition, land improvement, design and engineering costs associated therewith. In addition, the Plan also has a component for costs of installing safety and security equipment, and retrofitting and providing for technology implementation, including hardware and software, for various sites with the District. The Plan also includes the making of lease payment under the lease purchase agreements pursuant to sections 1001.42(11)(b)5. And 1013.15(2), Florida Statutes, and/or servicing of bond indebtedness to finance expenditures authorized by section 212.055(6), Florida Statutes. Neither the proceeds of the Sales Surtax nor any interest acquired thereto shall be used for operational expenses.
- (f) Revenues collected will be shared with eligible charter schools based on their proportionate share of the total district enrollment.

**SECTION 3. DESCRIPTION OF PROJECTS AND ADOPTION OF PLAN FOR USE OF SURTAX REVENUES.** The School Board hereby adopts the Plan for the use of Sales Surtax revenues, which provides for the use of such revenues to pay any portion of the costs of the Plan as described in the findings provided in Section 2 hereof. In accordance with the Plan, at the subsequent option of the School Board, Sales Surtax revenues may be used for the purpose of (a) paying any portion of the costs of a project, (b) servicing bond indebtedness the proceeds of which are used to finance any portion of the costs of the project, and (c) the making of lease payments pursuant to lease purchase agreements hereafter entered into for the acquisition of any portion of the project.

**SECTION 4. PROJECT OVERSIGHT BY AN INDEPENDENT COMMITTEE.** The School Board shall establish an independent oversight committee of volunteers (the "Committee") for the purpose of monitoring and providing advice regarding the implementation of the Plan, commencing upon approval of the Sales Surtax and extending through the date of completion of the projects to be funded under the Plan. The membership of the committee shall be established by School Board policy.

SECTION 5. LEVY OF SALES SURTAX. Subject to approval of the electors of Gadsden County, Florida, the School Board hereby levies the Sales Surtax in an amount equal to one-half cent per dollar. The Sales Surtax shall take effect on January 1, 2023, and shall remain in effect for the period of fifteen (15) years. If the Sales Surtax shall be approved by referendum, the School Board shall comply with all provisions of Section 212.055(6), Florida Statutes.

SECTION 6. ELECTION ORDERED. The School Board hereby requests the County Commissioners of Gadsden County, as the governing body of the county, to direct the Supervisor of Elections of Gadsden County to place on the November 8 general election ballot the statement(s) contained in the "Notice of Election" attached hereto as Exhibit B, and to conduct said election pursuant to the provisions of the election laws of the State of Florida.

SECTION 7. OFFICIAL BALLOT. The ballots to be used in the general election shall be in full compliance with the laws of the State of Florida, and shall be in substantially the following form:

OFFICIAL BALLOT

School District of Gadsden County, Florida  
General Election – November 8, 2022

School Capital Outlay Sales Surtax to Improve  
Safety and the Learning Environment

To upgrade aging schools and district facilities through repairs and modernization and to keep schools safe and conducive to learning, shall the Gadsden County School Board be authorized to levy a 15-year half-cent sales surtax, with expenditures based upon the Surtax Capital Outlay Plan, and monitored by a District Facilities Committee consisting of not less than two (2) independent citizens?

\_\_\_\_\_ For the Half-Cent Tax

\_\_\_\_\_ Against the Half-Cent Tax

SECTION 8. PROVISIONAL AUTHORIZATION FOR MAIL BALLOT ELECTION. As provided in Section 101.6102, Florida Statutes, and as an alternative to the procedures described in this Resolution, the School Board authorizes the use of mail ballots for the general election in accordance with the procedures set forth in Section 101.6103, Florida Statutes.

SECTION 9. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 10. REPEALING CLAUSE. All resolutions in conflict or inconsistent herewith are repealed insofar as there is conflict or inconsistency.

SECTION 11. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption. However, the Sales Surtax authorized hereunder shall only be effective upon approval by a majority vote of the qualified electors of Gadsden County.

ADOPTED at a regular meeting this 22nd day of March 2022 with a quorum present and voting.

ATTEST:

THE SCHOOL BOARD OF GADSDEN  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Elijah Key, Jr.  
Superintendent of Schools  
and Ex-Officio Secretary to  
the Board

By: \_\_\_\_\_  
Leroy McMillan, Chairman

## EXHIBIT A

### SURTAX CAPITAL OUTLAY PLAN

1. Pursuant to Section 212.055(6), Florida Statutes, capital improvements for schools and district facilities to be funded by proceeds of the sales surtax shall be for:
  - a. Upgrading and modernizing schools and district facilities to keep them safe and make them more conducive to learning through renovation, repair, remodeling, and technology upgrades.
  - b. Reducing portable classrooms as appropriate to improve school facilities.
  - c. Enhance athletic fields, including but not limited to addressing handicap accessibility and safety.
2. Proceeds of the sales surtax and interest thereon may also be used for the purpose of servicing bond indebtedness to finance the projects authorized above in section 1.
3. In determining the scope of the projects, the School Board will consider facility needs and conditions, and provide for a safe and appropriate learning environment.
4. A District Facilities Committee consisting of not less than two (2) independent citizens shall monitor and advise the School Board on the expenditure of sales surtax proceeds.
5. Currently, the School Board must comply with State Requirements for Educational Facilities (SREF). All construction pursuant to this Plan must meet SREF standards. If the State of Florida amends or modifies school construction requirements for the School Board, then all construction pursuant to this Plan must comply with the revised requirements.

EXHIBIT B

FORM OF NOTICE OF ELECTION

NOTICE OF ELECTION DATE IN  
GADSDEN COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN THAT AN ELECTION HAS BEEN CALLED BY THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, AND WILL BE HELD FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE DAY OF NOVEMBER 8, 2022, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY QUALIFIED ELECTORS OF GADSDEN COUNTY, FLORIDA THE FOLLOWING QUESTION:

School Capital Outlay Sales Surtax to Improve  
Safety and the Learning Environment

To upgrade aging schools and district facilities through repairs and modernization and to keep schools safe and conducive to learning, shall the Gadsden County School Board be authorized to levy a 15-year half-cent sales surtax, with expenditures based upon the Surtax Capital Outlay Plan, and monitored by a District Facilities Committee consisting of not less than two (2) independent citizens?

For the Half-Cent Tax

Against the Half-Cent Tax



## Local Discretionary Sales Surtax Levies in Florida's Counties

### Estimation of Realized and Unrealized Tax Revenues

#### Local Fiscal Year Ending September 30, 2022

County	Estimated Countywide Distribution @ 1% Tax Rate	County Government Levies				School District Levy - School Capital Outlay Surtax					
		Maximum Potential Tax Rate	2021 Tax Rate	Countywide Realized Tax Revenues	Unutilized Tax Rate	Countywide Unrealized Tax Revenues	Maximum Potential Tax Rate	2021 Tax Rate	District Levy - School Realized Tax Revenues	Unutilized Tax Rate	Districtwide Unrealized Tax Revenues
Alachua	\$ 49,114,715	3.5	0.5	\$ 24,577,357	3.0	\$ 147,344,145	0.5	0.5	\$ 24,557,357	0.0	\$ -
Baker	\$ 3,067,520	2.5	1.0	\$ 3,067,520	1.5	\$ 4,601,280	0.5	0.0	\$ -	0.5	\$ 1,533,760
Bay	\$ 55,555,899	2.0	0.5	\$ 27,777,949	1.5	\$ 83,333,848	0.5	0.5	\$ 27,777,949	0.0	\$ -
Bradford	\$ 3,886,005	2.5	1.0	\$ 3,886,005	1.5	\$ 5,829,007	0.5	0.0	\$ -	0.5	\$ 1,943,002
Brevard	\$ 109,103,007	3.0	0.5	\$ 54,551,504	2.5	\$ 272,757,518	0.5	0.5	\$ 54,551,504	0.0	\$ -
Broward	\$ 425,877,176	3.0	1.0	\$ 425,877,176	2.0	\$ 851,754,351	0.5	0.0	\$ -	0.5	\$ 212,938,588
Calhoun	\$ 1,239,617	2.5	1.0	\$ 1,239,617	1.5	\$ 1,859,426	0.5	0.5	\$ 619,809	0.0	\$ -
Charlotte	\$ 36,562,229	3.0	1.0	\$ 36,562,229	2.0	\$ 73,124,459	0.5	0.0	\$ -	0.5	\$ 18,281,115
Citrus	\$ 21,801,296	2.0	0.0	\$ -	2.0	\$ 43,602,592	0.5	0.0	\$ -	0.5	\$ 10,900,648
Clay	\$ 29,771,633	3.0	1.0	\$ 29,771,633	2.0	\$ 59,543,266	0.5	0.5	\$ 14,885,817	0.0	\$ -
Collier	\$ 104,566,554	2.0	1.0	\$ 104,566,554	1.0	\$ 104,566,554	0.5	0.0	\$ -	0.5	\$ 52,283,277
Columbia	\$ 12,575,715	3.0	1.0	\$ 12,575,715	2.0	\$ 25,151,431	0.5	0.0	\$ -	0.5	\$ 6,287,858
DeSoto	\$ 3,684,340	2.5	1.5	\$ 5,526,510	1.0	\$ 3,684,340	0.5	0.0	\$ -	0.5	\$ 1,842,170
Dixie	\$ 1,332,080	2.5	1.0	\$ 1,332,080	1.5	\$ 1,998,120	0.5	0.0	\$ -	0.5	\$ 666,040
Duval	\$ 215,319,075	3.0	1.0	\$ 215,319,075	2.0	\$ 430,638,149	0.5	0.5	\$ 107,659,537	0.0	\$ -
Escambia	\$ 67,538,320	2.0	1.0	\$ 67,538,320	1.0	\$ 67,538,320	0.5	0.5	\$ 33,769,160	0.0	\$ -
Flagler	\$ 15,349,619	2.0	0.5	\$ 7,674,810	1.5	\$ 23,024,429	0.5	0.5	\$ 7,674,810	0.0	\$ -
Franklin	\$ 2,742,140	2.5	1.0	\$ 2,742,140	1.5	\$ 4,113,210	0.5	0.0	\$ -	0.5	\$ 1,371,070
Gadsden	\$ 4,717,501	2.5	1.5	\$ 7,076,252	1.0	\$ 4,717,501	0.5	0.0	\$ -	0.5	\$ 2,358,751
Gilchrist	\$ 1,469,704	2.5	1.0	\$ 1,469,704	1.5	\$ 2,204,557	0.5	0.0	\$ -	0.5	\$ 734,852
Glades	\$ 1,021,326	2.5	1.0	\$ 1,021,326	1.5	\$ 1,531,990	0.5	0.0	\$ -	0.5	\$ 510,663
Gulf	\$ 2,745,885	2.5	1.0	\$ 2,745,885	1.5	\$ 4,118,828	0.5	0.0	\$ -	0.5	\$ 1,372,943
Hamilton	\$ 1,496,503	2.5	1.0	\$ 1,496,503	1.5	\$ 2,244,754	0.5	0.0	\$ -	0.5	\$ 748,251
Hardee	\$ 2,734,731	2.5	1.0	\$ 2,734,731	1.5	\$ 4,102,097	0.5	0.0	\$ -	0.5	\$ 1,367,366
Hendry	\$ 5,153,285	2.5	1.0	\$ 5,153,285	1.5	\$ 7,729,928	0.5	0.0	\$ -	0.5	\$ 2,576,643
Hernando	\$ 29,120,708	3.0	0.0	\$ -	3.0	\$ 87,362,123	0.5	0.5	\$ 14,560,354	0.0	\$ -
Highlands	\$ 14,488,593	2.0	1.0	\$ 14,488,593	1.0	\$ 14,488,593	0.5	0.5	\$ 7,244,296	0.0	\$ -
Hillsborough	\$ 293,114,146	3.0	1.0	\$ 352,540,027	2.0	\$ 526,802,410	0.5	0.5	\$ 146,557,073	0.0	\$ -
Holmes	\$ 1,501,014	2.5	1.5	\$ 2,251,521	1.0	\$ 1,501,014	0.5	0.0	\$ -	0.5	\$ 750,507
Indian River	\$ 29,783,845	2.0	1.0	\$ 29,783,845	1.0	\$ 29,783,845	0.5	0.5	\$ 3,330,800	0.5	\$ 14,891,923
Jackson	\$ 6,661,601	2.0	1.0	\$ 6,661,601	1.0	\$ 6,661,601	0.5	0.0	\$ -	0.0	\$ -
Jefferson	\$ 1,577,376	2.5	1.0	\$ 1,577,376	1.5	\$ 2,366,064	0.5	0.0	\$ -	0.5	\$ 788,688
Lake	\$ 569,434	2.5	1.0	\$ 569,434	1.5	\$ 854,151	0.5	0.0	\$ -	0.5	\$ 284,717
Lafayette	\$ 59,324,070	2.0	1.0	\$ 59,324,070	1.0	\$ 59,324,070	0.5	0.0	\$ -	0.5	\$ 29,662,035
Lee	\$ 187,368,256	3.0	0.0	\$ -	3.0	\$ 562,104,767	0.5	0.5	\$ 93,684,128	0.0	\$ -
Leon	\$ 52,424,188	3.5	1.0	\$ 52,424,188	2.5	\$ 131,060,469	0.5	0.5	\$ 26,212,094	0.0	\$ -
Levy	\$ 5,127,520	2.5	1.0	\$ 5,127,520	1.5	\$ 7,691,279	0.5	0.0	\$ -	0.5	\$ 2,563,760
Liberty	\$ 578,474	2.5	1.5	\$ 867,711	1.0	\$ 578,474	0.5	0.0	\$ -	0.5	\$ 289,237
Madison	\$ 1,584,175	1.5	1.5	\$ 2,376,262	0.0	\$ -	0.5	0.0	\$ -	0.5	\$ 792,087
Manatee	\$ 75,402,594	3.0	0.5	\$ 37,701,297	2.5	\$ 188,506,485	0.5	0.5	\$ 37,701,297	0.0	\$ -
Marion	\$ 61,423,610	2.0	1.0	\$ 61,423,610	1.0	\$ 61,423,610	0.5	0.0	\$ -	0.5	\$ 30,711,805
Martin	\$ 41,949,933	2.0	0.0	\$ -	2.0	\$ 83,899,865	0.5	0.5	\$ 20,974,966	0.0	\$ -
Miami-Dade	\$ 603,424,042	2.0	1.0	\$ 603,424,042	1.0	\$ 603,424,042	0.5	0.0	\$ -	0.5	\$ 301,712,021
Monroe	\$ 41,972,543	2.0	1.0	\$ 41,972,543	1.0	\$ 41,972,543	0.5	0.5	\$ 20,986,271	0.0	\$ -
Nassau	\$ 15,344,392	2.0	1.0	\$ 15,344,392	1.0	\$ 15,344,392	0.5	0.0	\$ -	0.5	\$ 7,672,196
Ocalaosa	\$ 58,174,365	2.0	0.5	\$ 29,087,183	1.5	\$ 87,261,548	0.5	0.5	\$ 29,087,183	0.0	\$ -
Okeechobee	\$ 7,210,945	2.5	1.0	\$ 7,210,945	1.5	\$ 10,816,417	0.5	0.0	\$ -	0.5	\$ 3,605,472

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: March 22, 2022

TITLE OF AGENDA ITEM: Request to Approve the Annual Certification of Facilities Data

DIVISION: Facilities

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

**PURPOSE AND SUMMARY OF ITEM:**

On an annual basis prior to April 1, the Office of Educational Facilities-Florida Department of Education requires that each district certify that the Florida Inventory of School Houses (FISH) is current and accurate. The Gadsden County data in FISH is current and accurate

**FUND SOURCE:** not applicable

**AMOUNT:** not applicable

**PREPARED BY:** Bill Hunter

**POSITION:** Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

Two Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 1

CHAIRMAN'S SIGNATURE: page(s) numbered 1

REVIEWED BY:  3/10/22



FLORIDA DEPARTMENT OF EDUCATION  
OFFICE OF EDUCATIONAL FACILITIES  
FLORIDA INVENTORY OF SCHOOL HOUSES  
CERTIFICATION OF FACILITIES DATA

WHEREAS, Section 1013.03(3), F.S., states in part that the Department of Education must, "Require boards to submit other educational plant inventories data...."

WHEREAS, Section 1013.31(1)(e), F.S., states in part, "...School districts shall periodically update their inventory of educational facilities...."

WHEREAS, State Requirements for Educational Facilities, Section 6.1(5)(c) requires that, "Prior to April 1 of each year, each district shall review the Florida Inventory of School Houses and shall certify to the Office that the inventory is current and accurate."

THEREFORE, on behalf of the School Board of GADSDEN County, the authorized representatives whose signatures appear below hereby certify that, to the best of their knowledge, the educational facilities inventory data for the district contained in the Florida Inventory of School Houses is current and accurate pursuant to applicable statutes and rules.

  
\_\_\_\_\_  
Director of Facilities Planning

3-10-2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

Return signed form to:  
Office of Educational Facilities  
Florida Department of Education  
325 West Gaines Street, Room 1054  
Tallahassee, Florida 32399-0400

OEF FISH CERT  
Rule 6A-2.0010, FAC  
Effective November 2012

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: March 22, 2022

TITLE OF AGENDA ITEM: Request to Award RFP 2022-0001 Gym Floor Refinishing Project and Request for Purchase Order

DIVISION: Facilities Department

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

PURPOSE AND SUMMARY OF ITEM: Request for Board approval for the awarding of RFP 2022-0001 Gym Floor Refinishing Project and the approval of a purchase order. This project includes the provision of labor and materials to provide screening, sanding and refinishing services at West Gadsden Middle (WGMS), Havana Magnet (HMS) and Gadsden County High (GCHS). The purchase order is requested to be issued to Heritage Flooring LLC in the amount of \$37,750.00. Attached are the following: the submitted price sheet from Heritage Flooring LLC, reference list, WGMS proposal, HMS proposal, GCHS proposal, copy of the RFP and a copy of Addenda #1.

FUND SOURCE: ESSER 2

AMOUNT: \$37,750.00

PREPARED BY: William 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:  3/10/22

*Request for Proposals (RFP)*

**Gadsden County School District**

**GYM FLOOR REFINISHING**



Located at  
1210 Kemp Rd., Havana, FL 32333  
200 Providence Rd., Quincy, FL 32351  
27001 Blue Star Hwy., Havana, FL 32333

**Date Issued: 1/14/2022**

**Date Due: 3/3/2022**

**RFP Number: 2022-0001**

**GCS's Purchasing Department Attn: Andrea Lawson**

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287 , E-mail: [lawsona@gcpsmail.com](mailto:lawsona@gcpsmail.com)

ADVERTISEMENT

## The Gadsden County School Board

**Is seeking qualified Gym Floor Refinishing Contractors to provide screening, sanding and refinishing services as specified in the General Requirements section of the RFP.**

Proposers must meet the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR and BBB
3. Properly insured
4. Three references from previous projects

A bid package containing the Project Documents may be picked up at the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by e-mailing [lawsona@gcpsmail.com](mailto:lawsona@gcpsmail.com). Participants must thoroughly familiarize themselves with all instructions in the bid package to be responsive.

Proposals must be delivered to the Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **3/3/2022**. Proposal will be opened on **3/3/2022** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

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**Please direct all questions by e-mail to: Andrea Lawson, E-mail: [lawsona@gcpsmail.com](mailto:lawsona@gcpsmail.com)**

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

## SCHEDULE OF EVENTS

**Summary:** A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any proposer to meet the event schedule will disqualify that proposer from participating in this RFP but does not disqualify that Proposer from participation in other RFPs.

### Schedule of Events

Description	Date	Time
Public posting	<u>1/14/2022</u>	<u>8:00 am</u>
Last day for written inquiries	<u>2/11/2022</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>2/16/2022</u>	<u>5:00 pm</u>
Proposal due date	<u>3/3/2022</u>	<u>1:45 pm</u>
Proposal opening	<u>3/3/2022</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>3/3/2022</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>3/22/2022</u>	<u>6:00 pm</u>
Anticipated start of work	<u>6/8/2022</u>	<u>8:00 am</u>

Site visits may be scheduled through the Maintenance office by calling (850) 627-9888.

Recommendation will be made to the Board, providing the proposals have been submitted in accordance with the requirements of this RFP document.

## INSTRUCTIONS TO PROPOSERS

### PART 1 – GENERAL CONDITIONS

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through GCPS' Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this RFP, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts. *F.S. 1010.04*
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
  - A. If you are not a registered GCPS vendor, you will need to complete the W-9 form and return it to GCPS Purchasing office.
  - B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCPS Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCPS shall not be responsible for providing addendums to proposers that are not registered.
  - A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$25,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
  - A. Competitive bids are mailed, emailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors must be submitted to the District for approval prior to the first payment.
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
  - A. All proposers will check in with the Facilities Office before arriving at any of GCPS sites.
  - B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.



- C. **Contact, communication, videotaping or photographs of students or other staff is strictly prohibited.**
  - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
  - E. District personnel are not authorized to interpret, clarify, or modify the RFP in any way.
    - 1. All interpretations, clarifications, or modifications shall be by mean of an addendum issued from GCPS purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services.
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A. Examined all Documents thoroughly.
  - B. Visited the site(s) to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance in providing the services.
  - C. Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the RFP shall be submitted only through GCPS Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCPS Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
  - B. Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments to the RFP:** The Owner reserves the right to revise or amend the RFP prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of the RFP may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new RFP opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.
- 1.12 **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.

- A. **Bid Bonds:** The Gadsden County School Board policy requires a Bid Bond of 10% on all projects \$25,000 and up.
- B. **Performance and Payment Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05*.
1. For Work \$100,000 and above, a payment and performance bond shall be required unless specified otherwise.
  2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
    - a. Mechanical
    - b. Electrical
    - c. Plumbing
    - d. Roofing
    - e. Shell and Concrete
  3. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
  4. **When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.**
  5. The respective performance and payment bonds shall:
    - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
    - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
- C. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department

of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*

a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*

2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.

a. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.

1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.

1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.

1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*

A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.

1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law

Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the GCPS to contract with your company. By responding to this Invitation to Bid, you agree to abide by all GCPS policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

**Where:** School Board of Gadsden County – Walker Administration Building  
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351

**When:** Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment

**Contact:** Human Resources Department @ 850-627-9651

- 1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
  - A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:

1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
  2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this RFP.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
    1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
    2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.

- 1.25 **Direct Purchase:** If requested, the proposer shall include in its proposal the cost of any equipment, materials, or labor. GCPS shall be allowed to purchase any number of items it chooses to directly, as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** RFP's must contain an original manual signature of an authorized representative. Failure to properly sign the RFP may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the RFP.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete and signed Package as specified on page two (2).
- 1.28 **Preparation Costs:** GCPS shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCPS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCPS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCPS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCPS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by GCPS.
- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each RFP as required by *255.0518 F.S.* and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.

- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
  - B. The review committee will select one Contractor to recommend to the Board for award and reserves the right not to base award exclusively on price.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCPS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCPS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon completion of negotiated benchmarks.

A. Payment negotiation shall occur prior to signing of Agreement and shall become part of the Agreement.

1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received by the GCPS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

*End of Part One*



## PART 2 – RFP REQUIRED FORMATTING

- 2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper or same size electronically in PDF formatting, arranged in the same order as listed in this RFP. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**
- A. **Cover Page: (5 points)** The cover page shall identify
    - 1. Company Name
    - 2. Due date and time
    - 3. RFP number
    - 4. The Owner's name, Gadsden County School Board
  - B. **Insurance: (5 points)** Copy of all certificates of insurance shall be provided. Include copy of DBPR license status from their web page if applicable and if available a BBB report.
  - C. **References: (5 points)** Provide the contact information from 3 previous projects where you provided refinishing services. Email addresses are preferred.
  - D. **Addendum to Bid: (5 points)** Print and sign all addenda.
  - E. **Drug Free Work Place Form: (5 points)** Include a signed copy.
  - F. **Public Entity Crimes Form: (5 points)** Include a signed copy.
  - G. **Minority and Woman Owned Businesses Form: (5 points)** Include a signed copy.
  - H. **Debarment Certification Form: (5 points)** Include a signed copy.
  - I. **Conflict of Interest Form: (5 points)** Include a signed copy.
  - J. **Vendor Registration/W-9 Form: (5 points)** Include a signed copy.
  - K. **Bid Proposal Form: (50 points)**
- 2.2 Once the proposal is ready to submit, it should be sealed in an envelope or boxed for ease of delivery and storage. It is required that the proposer label the outside of the envelope or box using the label provided herein. The number of proposal copies is specified in section 1.27.
- 2.3 Required Forms: Be sure to include a completed copy of each provided form. In the event a form does not apply, label it N/A and be sure to include it.

# ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. \_\_\_\_\_

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

RFP No. \_\_\_\_\_

Project Name: \_\_\_\_\_

### NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

### PRE-BID QUESTIONS and ANSWERS

1	Q	_____
	A	_____
2	Q	_____
	A	_____
3	Q	_____
	A	_____
4	Q	_____
	A	_____
5	Q	_____
	A	_____
6	Q	_____
	A	_____
7	Q	_____
	A	_____
8	Q	_____
	A	_____

\_\_\_\_\_  
Preparer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Agent

\_\_\_\_\_  
Date

**NOTE: This document must be signed and included with your Bid**

## DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If **yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
*Proposer's Signature*

\_\_\_\_\_  
*Date*

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)  
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES**

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid, Proposal or Contract for: \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by, \_\_\_\_\_, whose business address is, \_\_\_\_\_, and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA

COUNTY OF: \_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

## MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes  N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

**Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.**

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statutes 288.703 definitions – As used in section 288.703, the following words, and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employes 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a)

certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) “Minority person” means a lawful, permanent resident of Florida who is:
  - a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
  - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
  - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
  - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
  - e. An American woman.
- (4) “Certified minority business enterprise” means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) “Department” means the Department of Management Services.
- (6) “Ombudsman” means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) “Financial institution” means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) “Secretary” means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

## INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,



debarred, ineligible, or voluntarily excluded from participation in this transaction may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT**  
**Suspension, Ineligibility, and voluntary exclusion**  
**Lower tier covered transactions**

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This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE \*\*\*\*\*

(1) The Prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
*Organization Name*

\_\_\_\_\_  
*Printed Names and Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

### CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

1. I, *(printed name)* \_\_\_\_\_, am the  
*(Title)* \_\_\_\_\_ and the duly authorized representative of the firm of  
*(Firm Name)* \_\_\_\_\_ whose address is  
\_\_\_\_\_  
*Address* \_\_\_\_\_, *City* \_\_\_\_\_, *State* \_\_\_\_\_, *Zip Code* \_\_\_\_\_

and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the dame services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_  
Type or print name: \_\_\_\_\_

(Seal)

Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

Social security number : : : : : : : : :	or	Employer identification number : : : : : : : : : : : : : : :
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## IDENTIFICATION LABEL

**NOTICE TO ALL PROPOSERS:** A label has been provided to properly identify your bid. Place the proposal in a sealed envelope, complete the label, and affix it to the front of the box.

The Superintendent's office is open 8 a.m. – 5:00 p.m. Monday through Friday. If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

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

<b>SEALED PROPOSAL – DO NOT OPEN</b>		<b>SEALED PROPOSAL – DO NOT OPEN</b>	
Proposal Title:	_____		
RFQ Number:	_____		
Opened Date:	_____		
From:	_____		
Address:	_____		
	_____		
Deliver To:	School Board of Gadsden County Finance / Purchasing Department 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351		
<b>SEALED PROPOSAL – DO NOT OPEN</b>		<b>SEALED PROPOSAL – DO NOT OPEN</b>	

*End of Part Two*

## PART 3 – GENERAL REQUIREMENTS

- 3.1 **Summary:** The purpose of this solicitation is to establish a contract with a qualified floor refinishing contractor(s). The owner reserves the right to accept all or part of a proposal and if deemed in the District's best interest, award to multiple contractors. The proposal shall include all specified or implied materials and equipment necessary for a complete turnkey job.
- 3.2 **Scope of Work:** General requirements for the scope of work include the following and shall be applied to all projects and sites unless specified differently:
- A. **Hours:** It shall be assumed, all work will take place during normal business hours. Afterhours and weekend work can be requested in advance through the Maintenance Department.
  - B. **Anticipated date of work:** Summer of 2022
  - C. **Safety and Security:** The Safety and Security of the immediate work site shall be the Contractor's responsibility. At minimum, the contractor shall barricaded all doors with access to the work site. The contractor shall place signs clearly identifying no entry due to flooring work at each door.
    - 1. On site materials do not become the responsibility of the Owner until fully installed.
    - 2. On-site storage will be allowed only in Owner designated areas. These areas shall be determined in advance of starting the project.
    - 3. The Contractor shall assure all doors leading to the work site are secured at the end of each day before leaving the site.
  - D. **Wood flooring replacement:** The Owner is unaware of any wood floor replacement necessary but understands the possibility of a contractor finding some during site inspection. It is the Owner's intent to address these areas for replacement by addendum generated from the contractor's question.
  - E. **Locations:** Each location should be bid as a separate project. If there is a financial advantage for the District when multiple sites awarded, be sure to specify
    - 1. Parking shall only be allowed at designated parking spaces and shall be determined in advance of starting project.
  - F. **Ventilation and Air Conditioning:** The Contractor shall be responsible for inspecting and documenting the condition inside associate air handler units and their ductwork.
    - 1. It shall be the contractor's responsibility to install and maintain pre-filters to protect mechanical systems.
    - 2. The Owner understands there may be times when running the mechanical system during work is required but protection of the system is the contractor's responsibility.

- G. **Toilet Facilities: Use of the schools restrooms is strictly prohibited.** The Contractor shall provide temporary toilet facilities for their workers. Location shall be coordinated with the Owner.
  
- H. **Site Cleanup:** Site cleanup shall be done daily. The Contractor is responsible for providing their own dumpster. **Use of the schools dumpster is strictly prohibited.** Location shall be determined prior to the start of work.

# BID GYM FLOOR REFINISHING

(TO BE COPIED BY THE BIDDER ON THEIR LETTERHEAD AND SUBMITTED)

TO: Gadsden County School Board  
35 Martin Luther King Jr. Blvd.  
Quincy, Florida 32351

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Office: \_\_\_\_\_  
Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Vendor ID: \_\_\_\_\_

Gentlemen:

I have received the Project Documents entitled “ \_\_\_\_\_ ”  
dated \_\_\_\_\_ as prepared by \_\_\_\_\_. I have also received the  
following Addenda numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and have included their provisions in my proposal.  
I have examined all the Project Documents and the site and submit the following BID.

SCREEN WEST GADSDEN MIDDLE SCHOOL	\$ _____
Add for floor repair	\$ _____
SCREEN HAVANA MAGNET SCHOOL	\$ _____
Add for floor repair	\$ _____
REFINISH GADSDEN COUNTY HIGH SCHOOL	\$ _____
Add for floor repair	\$ _____
Deduct if any for multiple awards	\$ _____

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written “Notice to Proceed” and to substantially complete the project on or before the date specified in the Contract Documents.

*I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.*

*In witness whereof, the Bidder has hereunto set his signature and affixed his seal this \_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_.*

\_\_\_\_\_  
Authorizing Signature

(SEAL)

\_\_\_\_\_  
Date

# ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. 1

Date: March 1, 2022

RFP No. 2022-0001

Project Name: GYM FLOOR REFINISHING

### NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Proposer shall acknowledge receipt. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Proposer is instructed to incorporate this addendum into their Proposal.

### PRE-BID QUESTIONS and ANSWERS

1	Q	
	A	<b>The bid opening date shall be extended to Thursday, March 10, 2022</b>
2	Q	
	A	
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	
6	Q	
	A	
7	Q	
	A	
8	Q	
	A	

\_\_\_\_\_  
Preparer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Agent

\_\_\_\_\_  
Date

**NOTE: This document must be signed and included with your Proposal**



FORM 00414

ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. 1

Date: March 1, 2022

RFP No. 2022-0001

Project Name: GYM FLOOR REFINISHING

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Proposer shall acknowledge receipt. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Proposer is instructed to incorporate this addendum into their Proposal.

PRE-BID QUESTIONS and ANSWERS

Table with 2 columns: Question/Answer indicator (Q/A) and content. Row 1: Q, A - The bid opening date shall be extended to Thursday, March 10, 2022. Rows 2-8: Q, A (empty).

Heritage Floors LLC
Preparer's Name

3/10/22
Date

Marsia Miller
Authorizing Agent

3/10/22
Date

Marsia C Miller

NOTE: This document must be signed and included with your Proposal

# BID GYM FLOOR REFINISHING

(TO BE COPIED BY THE BIDDER ON THEIR LETTERHEAD AND SUBMITTED)

TO: Gadsden County School Board  
35 Martin Luther King Jr. Blvd.  
Quincy, Florida 32351

FROM: MARSHIA MILLER  
9368 Conestoga Ave  
Tallahassee FL 32309 Vendor ID: \_\_\_\_\_  
Office: Heritage Floors  
Cell: 850-510-2046  
E-mail: marshia@marshiamiller.com

Gentlemen:

I have received the Project Documents entitled "Gym Floor Refinishing" dated 1/14/22 as prepared by Andrea Lawson. I have also received the following Addenda numbers 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and have included their provisions in my proposal. I have examined all the Project Documents and the site and submit the following BID.

SCREEN WEST GADSDEN MIDDLE SCHOOL	\$ <u>4200</u>
Add for floor repair	\$ _____
SCREEN HAVANA MAGNET SCHOOL	\$ <u>4650</u>
Add for floor repair	\$ _____
REFINISH GADSDEN COUNTY HIGH SCHOOL	\$ <u>29,900</u>
Add for floor repair	\$ _____
Deduct if any for multiple awards	\$ <u>-1000.00</u>

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with section 1.12 of the general conditions.
- 2 To accomplish the work in accordance with the Project Documents and to commence such work on the date to be specified by the written "Notice to Proceed" and to substantially complete the project on or before the date specified in the Contract Documents.

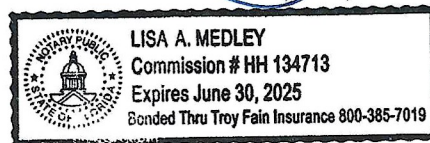
I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, GADSDEN COUNTY SCHOOL BOARD and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 9<sup>th</sup> day of March, A.D., 2022

Marshia Miller  
Authorizing Signature

[Signature]  
(SEAL)

3/9/22  
Date





**850 510 2046**

### References

Here are some references of our on-going sport floor accounts local to you. I encourage you to call as many of these as you would like. Most of which we have serviced for over 30 years.

Leon County Schools 30 years – 13 gym floors We do their screen and recoats each year. Have sanded all of these floor over the years including Raa Middle school last year, wood repairs - Terry Ivestor - 850 443 4947

Tallahassee Community College 20 years, 2 gyms, aerobic floors Have done their screen and recoats each year, also sanded their aerobic room last year Don Herr Facility director for college. 850 879 2012

Florida State University Leach Center 30 years – large gym, 21,000 sq ft, 3 aerobic rooms, 4 RB courts – have sanded all floors at one time, screen and recoats each year Bobby Broome Facility Director 850 850 597 1087

FAMU High – 18 years Gym Floor – Coach Warner Screen and recoat – painted lines , 850 509 5594

FAMU Lawson Center – 32,000 sq ft gym – Screen and recoat, painted lines on 5 courts including the Gaither Gym. Thomas Cavano – 850 766 4365

FAMU Fitness Center – Aerobic Dance floor – have done screen and recoat and sanded last year – George Heimbach 909 938 0609

Florida FSU High School over 20 years – gym floor – screen and recoat, wood repair – Ed Maxwell – 850 728 0158

First Baptist Church of Tallahassee – Gym floor and 2 RB courts – Screen and recoat – Replaced entire RB court floor and installed new with floating floor– Tom Grubbs 352 226 4220

YMCA Thomasville – Gym, aerobic room, two RB courts Screen and recoat – Tom Everett 229 226 3446 or Mark Cain 229 977 3316

Maclay Private School – 8 Gym Screen and recoat, sanded, wood repair Scott Eagen 850 933 7164

Tallahassee Parks and Recreation Senior Center – screen and recoat (2016 and 2021- Dorothy B Oven Old Screen and recoat. Ashley Edwards 850 545 6540



**Heritage Floors LLC  
9368 Conestoga Ave  
Tallahassee, Fl 32309  
Proposal**

**West Gadsden Middle School**

**200 W. Providence**

**Quincy Fl**

*We will perform the following service including labor and materials:*

**Screen and recoat gym floor 8695 sq ft**

1. We will buff the surface of the gym floor with 120grit screens, vacuum and towel tack entire floor.
2. We will paint main basketball court black
3. We will paint the main volleyball court gray
4. We will paint the corner tick marks for 2 side volleyball courts and free throw tick line for the two basketball courts.
5. We will lay one coat of solvent gym finish – wait 48 hours
6. We will lay second coat of solvent gym finish

**Total due upon completion: \$4200**

**This Proposal does not include any repairs to the floor.**

**Disclaimer:** Under both baskets the floor is worn down to the wood. This will still show after laying two coats on the floor. We would recommend that you put on another wear coat at the time of the screen and recoat, that will help fill in the raw wood and protect it from future play. This would be \$300 per end, \$600 for both ends. This charge would be in addition to the above quote



**Heritage Floors LLC  
9368 Conestoga Ave  
Tallahassee, Fl 32309  
Proposal**

**Havana Magnet School  
Havana, Florida**

*We will perform the following service including labor and materials:*

**Screen and recoat gym floor 8600 sq ft**

1. We will buff the surface of the gym floor with 120grit screens, vacuum and towel tack entire floor.
2. We will paint main basketball court black
3. We will paint the main volleyball court red
4. We will paint the side basketball court yellow
5. We will paint the side volleyball lines white
6. We will lay one coat of solvent gym finish – wait 48 hours
7. We will lay second coat of solvent gym finish

**Total due upon completion: \$4650**

**Disclaimer:** Under both baskets the floor is worn down to the wood. This will still show after laying two coats on the floor. We would recommend that you put on another wear coat at the time of the screen and recoat, that will help fill in the raw wood and protect it from future play. This would be \$300 per end, \$600 for both ends. This charge would be in addition to the above quote



**Heritage Floors LLC  
9368 Conestoga Ave  
Tallahassee, Fl 32309  
Proposal**

3/10/22  
Gadsden County High School  
Quincy Florida

*We will perform the following service including labor and materials:*

**SANDING AND REFINISHING GYM FLOOR AS FOLLOWS:**

Sand floor to bare wood, level and smooth. Apply two coats of solvent gym floor sealer. Stripe lines and paint one main basketball court with a border, one main volleyball, partial lines for two crosscourt basketball and two crosscourt volleyball, one main logo and white letters in end border. Apply two coats of solvent gym floor finish.

**LINES, BORDER, LOGO, END LETTERING**

Side border will be Carolina Blue, 3ft wide on sides and end border will be Carolina Blue 4ft wide.

Each end border will include white lettering, Mighty Jaguars.

Carolina Blue border will serve as the sidelines of the main basketball court. No additional boundary lines will be added for the main basketball court.

Side basketball - white lane lines will extend out from the blue border in 4 areas

Side volleyball lines will be white

Logo and Lettering- Center logo is of jaguar head, which will fit entirely within the 12 ft center circle, as supplied by county – Lettering in border at each end of court -All attached to the email with this proposal

**Disclaimer:** The wood repair at front of floor was not made with maple wood. Even though the sanding will take off the finish, that area will not match the rest of the maple floor. Therefore, it will always look different.

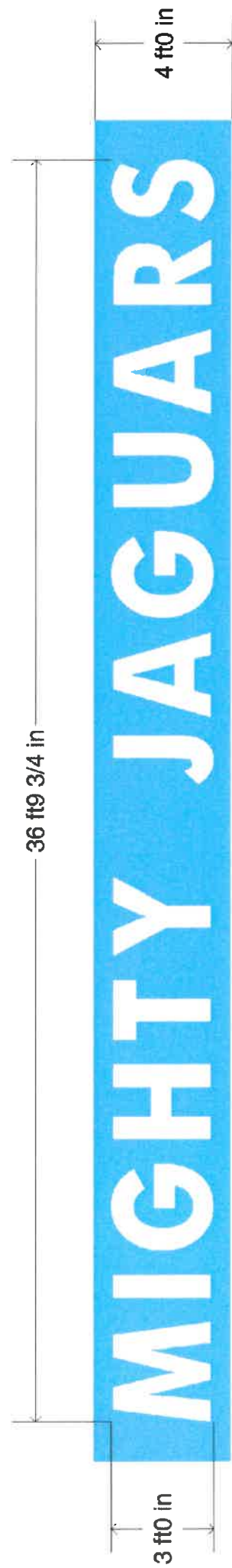
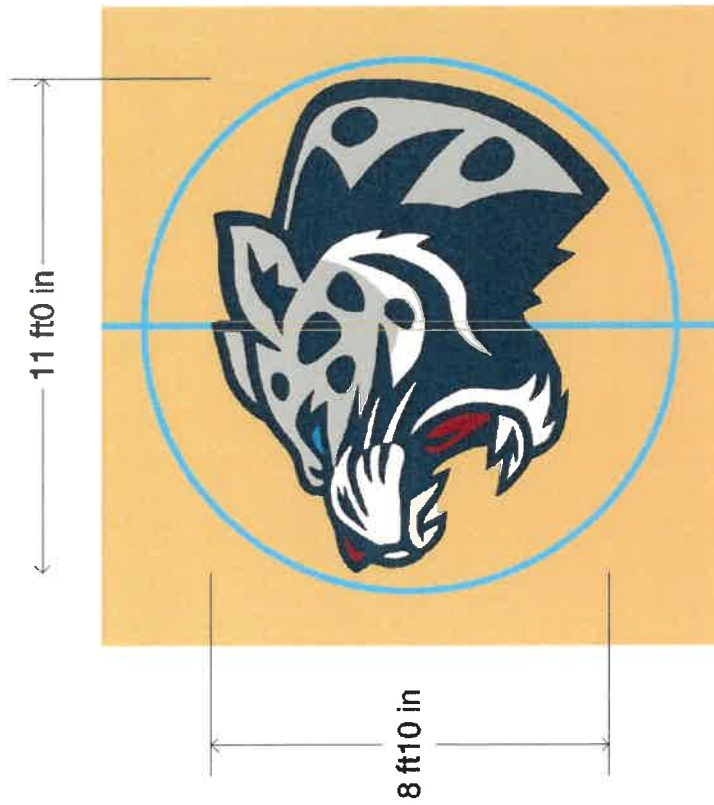
**Total price including all materials and Labor will be \$29,900**

**Note:** This includes a free maintenance training available for all personnel who clean and maintain the gym floor.

This PROOF is scaled for size and placement. Please look it over carefully. Colors are for representation only and will not match actual painted colors. Call with approval so we may process your order



Version 2



**Version 2**



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: March 22, 2022

TITLE OF AGENDA ITEM: Request to Award RFQ 2021-0008 Architectural Services for New K-8 School and Request for Purchase Order

DIVISION: Facilities Department

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

PURPOSE AND SUMMARY OF ITEM: Request for Board approval for the awarding of RFQ 2021-0008 Architectural Services for New K-8 School, request the Board to assign the Chairperson the responsibility of signing the Architect's agreement representing Board approval and the approval of a purchase order. This includes the provision of services for the full design and engineering of a new K-8 school at 1400 West King Street, Quincy. The purchase order is requested to be issued to DAG Architects, Inc. in the amount of \$519,316.00. Per the DAG Architects, Inc. billing letter, this amount is for the schematic design at \$479,316.00 and the schematic design package add on services of program review at 100% completion at \$10,000.00, master planning at 50% completion at \$15,000.00 and civil engineering at \$15,000.00. Attached are the following: DAG Architects, Inc. billing letter and American Institute of Architects Standard Form of Agreement between Owner and Architect including Exhibit A.

FUND SOURCE: insurance

AMOUNT: \$519,316.00

PREPARED BY: William Hunter

POSITION: Facilities Director

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

CHAIRMAN'S SIGNATURE: page(s) numbered Page 22 of the agreement

REVIEWED BY:  3/10/22



Destin  
Tallahassee  
Pensacola  
Panama City

March 10, 2022

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

Re: New Gadsden K8 School  
Design Phase Billing

Dear Bill,

See below for our billing breakdown for Basic Services as requested.

Schematic Design	\$ 479,316
Design Development	\$ 639,088
Construction Documents	\$1,118,405
Bidding & Negotiations	\$ 159,772
Construction Administration	<u>\$ 798,861</u>
	\$3,195,442

For the Schematic Design package that goes to DOE we will need the following add services:

Program review @ 100%	\$10,000
Master Planning @ 50%	\$15,000
Civil Engineering	\$15,000

Therefore the total fee for Schematic Design submittal to DOE would be \$519,316.

On your part we will need the survey and topo work, preliminary soils investigation and a site environmental assessment for the submittal.

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

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

 **AIA<sup>®</sup> Document B101<sup>™</sup> – 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*  
*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.

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### 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:

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User Notes:

*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*

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*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*

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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.

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§ 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

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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,

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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,

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- 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.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <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

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<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 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:

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- .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.

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§ 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.

§ 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.

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§ 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.

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§ 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	%)
<hr/>				
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.)*



**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)

Init.

/



## 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
- Civil Engineer:
- Structural Engineer:
- Mechanical Engineer:
- Electrical Engineer:
- Technology & Security Consultant:
- Landscape Architect:
- Acoustical & AV Consultant:
- Food Service Design:
- Fitzgerald Collaborative
- Kimley-Horn Engineering
- Pennoni Associates
- David Watford Engineering
- HG Consulting Engineers
- To Be Determined
- Kimley-Horn Engineering
- Chuck Walthal Associates
- 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 6<sup>th</sup> Edition
  - ii. The Florida Fire Prevention Code 6<sup>th</sup> 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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE <b>INSURER A : Phoenix Insurance Company</b>		NAIC # <b>25623</b>
<b>INSURED</b> DAG Architects, Inc. 1223 Airport Road Destin, FL 32541	<b>INSURER B : Travelers Property Cas. Co. of America</b>		<b>25674</b>
	<b>INSURER C : Travelers Casualty and Surety Company</b>		<b>19038</b>
	<b>INSURER D : Interstate Fire &amp; Casualty Company</b>		<b>22829</b>
	<b>INSURER E : Travelers Indemnity Company</b>		<b>25658</b>
	<b>INSURER F : Certain Underwriters at Lloyds</b>		<b>1122</b>

COVERAGES                                  CERTIFICATE NUMBER:                                  REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE 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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6800J802994	05/11/2021	05/11/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA7R792480	05/11/2021	05/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP9254Y601	05/11/2021	05/11/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB9M967508	05/11/2021	05/11/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			USF00794221	03/31/2021	03/31/2022	\$5,000,000 per claim \$5,000,000 annl aggr.
F	Cyber Liability			ESJ0228569198	02/19/2021	02/19/2022	\$1,000,000 per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Professional Liability coverage is written on a claims-made basis.**

<b>CERTIFICATE HOLDER</b>  For proposal purposes	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--



### DAG Hourly Billing Rates

Destin  
Tallahassee  
Pensacola  
Panama City  
Panama City Beach  
Atlanta

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