

# AGENDA

## REGULAR SCHOOL BOARD MEETING

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

December 17, 2019

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 ATTACHMENTS**

- a. November 18, 2019, 1:00 p.m. – School Board Workshop
- b. November 19, 2019, 4:00 p.m. – School Board Workshop
- c. November 19, 2019, 5:30 p.m. - School Board Organization Meeting
- d. November 19, 2019, 6:00 p.m. – Regular 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 #5**

- a. Personnel 2019 – 2020

ACTION REQUESTED: The Superintendent recommends approval.

#### 7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Board Approval for Task Order and Exercise of Contract Extension with Rostan Solutions, LLC – **SEE PAGE #7**

Fund Source: Costs are submitted to FEMA for reimbursement as part of

FEDERAL administrative costs  
Amount: Not to exceed \$600,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. Board Approval for Contract with Southland Rowe Roofing, Inc. for Award of RFQ #2019-001 – **SEE PAGE #16**

Fund Source: Capital Improvements Fund for Roof Construction  
General Fund for Roof Repair Services  
Amount: Not to exceed \$200,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- c. Letter Purchase Order for Services – **SEE PAGE #49**

Fund Source: General  
Amount: \$23,122.65

ACTION REQUESTED: The Superintendent recommends approval.

- d. Dual Enrollment Articulation Agreement between Florida A & M University and Gadsden County Schools 2020 – 2024 – **SEE PAGE #52**

Fund Source: FEFP  
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- e. SubAward Agreement between County of Gadsden Board of Public Education and Florida Gulf Coast University Board of Trustees - **SEE PAGE 60**

Fund Source: N/A  
Amount: \$22,196.00

ACTION REQUESTED: The Superintendent recommends approval.

8. **STUDENT MATTERS – SEE ATTACHMENT**

- a. Student Expulsion – See back-up material

Case #12-1920-0231

ACTION REQUESTED: The Superintendent recommends approval.

- b. Student Expulsion – See back-up material

Case #30-1920-0052

ACTION REQUESTED: The Superintendent recommends approval.

- c. Student Expulsion – See back-up material

CASE #31-1920-0052

ACTION REQUESTED: The Superintendent recommends approval.

- d. Student Expulsion – See back-up material  
CASE #32-1920-0052  
ACTION REQUESTED: The Superintendent recommends approval.
- e. Student Expulsion – See back-up material  
CASE #33-1920-0051  
ACTION REQUESTED: The Superintendent recommends approval.
- f. Student Expulsion – See back-up material  
CASE #36-1920-0231  
ACTION REQUESTED: The Superintendent recommends approval.

9. EDUCATIONAL ISSUES

- a. School Field Trip Request (Out-of-State) – James A. Shanks Middle School  
**SEE PAGE #68**  
  
Fund Source: N/A  
Amount: N/A  
  
ACTION REQUESTED: The Superintendent recommends approval.
- b. School Field-Trip Request (Out-of-State) – Gadsden County High School –  
**SEE PAGE #77**  
  
Fund Source: N/A  
Amount: N/A  
  
ACTION REQUESTED: The Superintendent recommends approval.
- c. School Field-Trip Request (Out-of-State) – Crossroad Academy Charter School **SEE PAGE #82**  
  
Fund Source: N/A  
Amount: N/A  
  
ACTION REQUESTED: The Superintendent recommends approval.
- d. School Field-Trip Request (Out-of-State) – Crossroad Academy Charter School – **SEE PAGE #87**  
  
Fund Source: N/A  
Amount: N/A  
  
ACTION REQUESTED: The Superintendent recommends approval.

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

- a. Request to Advertise Notice of Intent to Adopt Policies – **SEE PAGE #93**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

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

# THE SCHOOL BOARD OF GADSDEN COUNTY

6a



*"Putting Children First"*

35 Martin Luther King, Jr. Blvd  
Quincy, Florida 32351  
Main: (850) 627-9651 or Fax: (850) 627-2760  
www.gcps.k12.fl.us

**Roger P. Milton**  
*Superintendent*  
miltonr@gcpemail.com

December 17, 2019

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 2019-2020

The following reflects the total number of full-time employees in this school district for the 2019-2020 school term, as of December 17, 2019.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees December 2019</u>
Classroom Teachers and Other Certified	120 & 130	372 .00
Administrators	110	49.00
Non-Instructional	150, 160, & 170	<u>388.00</u>
		809.00

Sincerely,

Roger P. Milton  
Superintendent of Schools

Audrey Lewis  
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

Tyrone D. Smith  
DISTRICT NO. 5  
Quincy, FL 32351

**AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2019/2020****INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Patel, Harshaeen	HMS	Teacher	11/12/2019

**NON-INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Borden, Cynthia	Transportation	Bus Driver	12/02/2019
Chapman, Youri	HMS	Education Paraprofessional	11/19/2019
Fitzgerald, Chelsea	GCHS	Education Paraprofessional	11/01/2019
Perkins, Lakysa	Head Start/PreK	Director	01/31/2020
Whitehurst, Roderick	GCHS	ESE Self Help Assistant	12/02/2019
Williams, Darlene	Transportation	Bus Aide	12/16/2019

**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>
Jackson, Amy	Transportation/Bus Driver	12/09/2019	01/20/2020

**RESIGNATION**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Bhatter, Laxmi	WGMS	Teacher	11/08/2019
Riley, Johnny	Maintenance	Maintenance Worker	11/05/2019
Koller, Byran	GCHS	Teacher	12/01/2019
Powell, Crystal	GCHS	Teacher	12/20/2019

**TRANSFERS**

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Mercardo, Mayo	HMS/Teacher	GCHS/Teacher	12/02/2019
Williams, Corey	Maintenance/Head Groundskeeper	Maintenance/Maintenance Worker	12/06/2019

**RETIREMENTS**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Miller, Raymond	GCHS	Custodian	12/31/2019

**OUT OF FIELD**

<u>Name</u>	<u>Location</u>	<u>Area Out of Field</u>	<u>No. of Periods</u>
John-Pierre, Carl	HMS	Math, ESOL	All Periods,
Patel, Harshaben	HMS	Elementary Education	All Periods

**Substitutes****Teacher**

Andreo-Garcia, Brenda  
 Jackson, Sophia  
 Lawrence, Lillie

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7a

**DATE OF SCHOOL BOARD MEETING:** December 17, 2019

**TITLE OF AGENDA ITEMS:** Board Approval for Task Order and Exercise of Contract Extension with Rostan Solutions, LLC

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for exercising the contract extension provision of the initial contract with Rostan Solutions, LLC and including the Task Orders #287-01 and #287-02.

- #287-01 Task Order was not included in the original document approved by the Gadsden County School Board on November 20, 2018. The Task Order specifies the scope of services, the period of service, and the compensation.
- #287-02 Task Order exercises the contract extension provision of the original contract and extends the period of service from June 1, 2019 to December 31, 2020.

Costs incurred for these services will be submitted for reimbursement through the FEMA grant process as eligible administrative costs. No payments on this contract has been made by the District to date.

**FUND SOURCE:** Costs are submitted to FEMA for reimbursement as part of FEMA administrative costs

**AMOUNT:** Not to exceed \$600,000.00

**PREPARED BY:** Bonnie Wood

**POSITION:** Finance Director

**PROFESSIONAL SERVICES TASK ORDER**

**Project Number-Task Order Number: 287-01 / 001**

Subject to the Agreement between the *Gadsden County School District* [**the CLIENT**] and Rostan Solutions, LLC [**ROSTAN**], effective November 20, 2018, the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

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**1.) Basic Project Information**

Project Name: Hurricane Michael Disaster Recovery & Mitigation Consulting  
FEMA-DR-4399-FL

Project Number: 287-01

Project Location: Gadsden County, FL

CLIENT Representative: Roger P. Milton, Superintendent of Schools  
William Hunter, Director of Facilities

ROSTAN Representative: Tommy B. Horton

- 2.) **Scope of Services:** ROSTAN shall perform its Basic and Optional Services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3.) **Period of Service:** The period of service shall be **November 20, 2018 through May 31, 2019.**
- 4.) **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$200,000.00.**
- 5.) This Task Order's Pricing Schedule is attached and incorporated as Attachment 2.

**ISSUED AND AUTHORIZED BY:**

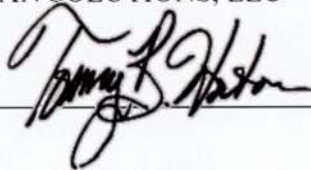
GADSDEN COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED TO BY:**

ROSTAN SOLUTIONS, LLC

By:  \_\_\_\_\_ 11/15/2018

Title: Tommy B. Horton, Vice President



## PROFESSIONAL SERVICES TASK ORDER

Project Number-Task Order Number: 287-01 / 001

### Attachment 1

#### Scope of Services

##### 1.) **Scope of Services**

This task order will authorize Rostan to provide disaster recovery consulting services at the direction of Gadsden County School District for the current incident designated FEMA-DR-4399-FL. These consulting services will be delivered in phases.

##### 2.) **Project Overview**

In October 2018 Hurricane Michael impacted Gadsden County, FL, causing severe damage and flooding to the facilities and widespread debris. The President issued a Major Disaster Declaration (FEMA-DR-4399) for the State of Florida. This action released federal aid through the Federal Emergency Management Agency (FEMA) Public Assistance Program, specifically to its eligible Applicants. Subsequently, ROSTAN Team was retained by Gadsden County School District and tasked to support the CLIENT in Recovery and Mitigation Services.

Rostan may perform some or all the following tasks, as directed by CLIENT:

##### 3.) **Recovery and Mitigation Services**

###### Grant Management Tasks:

- Provide general grant management advice.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for Information (RFI).

###### Eligibility Tasks:

- Review eligibility issues. Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs for presentation to FEMA and STATE.
- Assist CLIENT to prepare Project Worksheets (PW) documentation.

###### Engagement Task Deliverables:

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for emergency protective measures, remediation activities and reconstruction activities to restore damaged facilities.
- Status meetings; Notes / Action Items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Draft Project Worksheet(s) / supporting documentation, Emergency work categories.
- Draft Project Worksheet(s) / supporting documentation, Permanent / Restoration work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.

## **PROFESSIONAL SERVICES TASK ORDER**

### **Project Number-Task Order Number: 287-01 / 001**

- Procurement support to secure contracting services; Engineers, Environmental, Remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

An assigned project manager will serve as engagement leader and perform the tasks outlined above, taking direction from CLIENT's designee. Other Rostan consulting staff will provide support or technical services as required for implementation and accounting of emergency protective measures.

#### **CLIENT Responsibilities:**

To assist us in completing the various work tasks described, CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contacts.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

**PROFESSIONAL SERVICES TASK ORDER**

**Project Number-Task Order Number: 287-01 / 001**

**Attachment 2**

- 1.) **Pricing.** The scope of services set forth herein for Task Order 1 is being estimated conservatively based upon current knowledge of debris, damages and status of claims. The budget estimate for this Task Order is a not-to-exceed amount of **\$100,000.00**. The not-to-exceed Task Order budget estimate is based on current overall damage estimates. ROSTAN will provide support under the following: Direct Administrative Costs (DAC), Project Management, Environmental, and Grant Management Services. The not-to-exceed Task Order budget amount will not be increased without prior written authorization from CLIENT.
- 2.) **Expenses and Travel.** Expenses and Travel: Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.
- 3.) **Rate Schedules**

Please see attached HGAC Contract and Proposal identifying the applicable positions and rates required to complete the aforementioned scope of work.

**PROFESSIONAL SERVICES TASK ORDER**

**Project Number-Task Order Number: 287-01 / 002**

Subject to the Agreement between the *Gadsden County School District* [**the CLIENT**] and Rostan Solutions, LLC [**ROSTAN**], effective November 20, 2018, the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

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**1.) Basic Project Information**

Project Name: Hurricane Michael Disaster Recovery & Mitigation Consulting  
FEMA-DR-4399-FL

Project Number: 287-01

Project Location: Gadsden County, FL

CLIENT Representative: Roger P. Milton, Superintendent of Schools  
Bonnie Wood, Business and Finance  
William Hunter, Director of Facilities

ROSTAN Representative: Tommy B. Horton

- 2.) **Scope of Services:** ROSTAN shall perform its Basic and Optional Services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3.) **Period of Service:** The period of service shall be **June 1, 2019 through December 31, 2020.**
- 4.) **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$400,000.00.**
- 5.) This Task Order's Pricing Schedule is attached and incorporated as Attachment 2.

**ISSUED AND AUTHORIZED BY:**

GADSDEN COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED TO BY:**

ROSTAN SOLUTIONS, LLC

By:  \_\_\_\_\_ 10/31/2019

Title: Tommy B. Horton, Vice President

## **PROFESSIONAL SERVICES TASK ORDER**

**Project Number-Task Order Number: 287-01 / 002**

### **Attachment 1**

#### **Scope of Services**

##### **1.) Scope of Services**

This task order will authorize Rostan to provide disaster recovery consulting services at the direction of Gadsden County School District for the current incident designated FEMA-DR-4399-FL. These consulting services will be delivered in phases.

##### **2.) Project Overview**

In October 2018 Hurricane Michael impacted Gadsden County, FL, causing severe damage and flooding to the facilities and widespread debris. The President issued a Major Disaster Declaration (FEMA-DR-4399) for the State of Florida. This action released federal aid through the Federal Emergency Management Agency (FEMA) Public Assistance Program, specifically to its eligible Applicants. Subsequently, ROSTAN Team was retained by Gadsden County School District and tasked to support the CLIENT in Recovery and Mitigation Services.

Rostan may perform some or all the following tasks, as directed by CLIENT:

##### **3.) Recovery and Mitigation Services**

###### **Grant Management Tasks:**

- Provide general grant management advice.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for Information (RFI).

###### **Eligibility Tasks:**

- Review eligibility issues. Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs for presentation to FEMA and STATE.
- Assist CLIENT to prepare Project Worksheets (PW) documentation.

###### **Engagement Task Deliverables:**

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for emergency protective measures, remediation activities and reconstruction activities to restore damaged facilities.
- Status meetings; Notes / Action Items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Draft Project Worksheet(s) / supporting documentation, Emergency work categories.
- Draft Project Worksheet(s) / supporting documentation, Permanent / Restoration work categories.

## **PROFESSIONAL SERVICES TASK ORDER**

### **Project Number-Task Order Number: 287-01 / 002**

- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Procurement support to secure contracting services; Engineers, Environmental, Remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

An assigned project manager will serve as engagement leader and perform the tasks outlined above, taking direction from CLIENT's designee. Other Rostan consulting staff will provide support or technical services as required for implementation and accounting of emergency protective measures.

#### **CLIENT Responsibilities:**

To assist us in completing the various work tasks described, CLIENT may need to assemble and provide the following information and resources:

- Identify a central contact person / key contacts.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

**PROFESSIONAL SERVICES TASK ORDER**

**Project Number-Task Order Number: 287-01 / 002**

**Attachment 2**

- 1.) **Pricing.** The scope of services set forth herein for Task Order 1 is being estimated conservatively based upon current knowledge of debris, damages and status of claims. The budget estimate for this Task Order is a not-to-exceed amount of **\$400,000.00**. The not-to-exceed Task Order budget estimate is based on current overall damage estimates. ROSTAN will provide support under the following: Direct Administrative Costs (DAC), Project Management, Environmental, and Grant Management Services. The not-to-exceed Task Order budget amount will not be increased without prior written authorization from CLIENT.
- 2.) **Expenses and Travel.** Expenses and Travel: Rates are inclusive of all costs with the exception to those expenses related to federal per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.
- 3.) **Rate Schedules**

Please see attached HGAC Contract and Proposal identifying the applicable positions and rates required to complete the aforementioned scope of work.

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 7b

**DATE OF SCHOOL BOARD MEETING:** December 17, 2019

**TITLE OF AGENDA ITEMS:** Board Approval for Contract with Southland Rowe Roofing, Inc.  
for Award of RFQ #2019-001

**DIVISION:** Finance and Maintenance Departments

**PURPOSE AND SUMMARY OF ITEMS:** Board approval is requested for awarding to Southland Rowe Roofing, Inc. the contract for roofing and roofing repair services competitively bid as RFQ Number 2019-0001. A copy of the proposed contract and the request for quotes is attached.

**FUND SOURCE:** Capital Improvements Fund for roof construction; General Fund for roof repair services

**AMOUNT:** Not to exceed \$200,000.00

**PREPARED BY:** Bonnie Wood and Andrea Lawson

**POSITION:** Finance Director and Purchasing Agent



**AGREEMENT  
FOR  
CONTINUING SERVICES FOR ROOFING AND ROOFING REPAIRS**

THIS AGREEMENT, effective this 22 day of November, 2019, by and between the GADSDEN COUNTY SCHOOL BOARD (hereinafter referred to as the "Owner"), and SOUTHLAND ROWE ROOFING, INC. (hereinafter referred to as the "Contractor"). From RFQ 2019-0001

WITNESSETH

**WHEREAS**, the Owner wishes to employ the services of the Contractor to provide continuing roofing services; and

**WHEREAS**, the Owner has given public notice of the services to be rendered pursuant to this Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, this Agreement shall constitute a "continuing contract" as defined under the policies and procedures of the Owner; and

**WHEREAS**, any differences that may exist between the Agreement and RFQ, the more stringent or of greater value to the district shall take precedence, and

**WHEREAS**, the Contractor is qualified, willing and able to perform the services required on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties do hereby agree:

**SECTION 1  
Services to be provided by the Contractor**

The Contractor hereby agrees to perform general roofing services, including, but not limited to, replacement and/or repairs of bituminous, single-ply or metal panel roofing systems, metal decks, non-structural light weight concrete decks, roof deck insulation, flashings, copings, equipment curbs, termination points, expansion joints, roof drains and flashing, and associated roofing accessories, metal flashing or other roofing systems and components and other work normally associated with roofing, as well as waterproofing, skylight, and other moisture proofing repairs for structures and other work normally associated with roofing for the Owner, to be determined on an as-needed basis. The services to be rendered by the Contractor will be provided on a continuing basis, although the Owner is not obligated to obtain such services on a continuing basis from the Contractor.

Services which may be performed under this Agreement are limited to those projects for which the construction costs do not exceed \$200,000, or such other amount below that sum as may be established by the Owner, and for which the Owner elects not to publicly advertise for competitive bids or proposals from all interested firms and individuals. In the event of a valid public emergency, the contractor may also be utilized for projects for which roofing costs exceed \$200,000.

Page 1 of 6



Projects shall be approved based on written proposal which shall include by reference the RFP number that is referenced by this Contract Document attached hereto unless the specific award provides otherwise. These standard documents may be amended from time to time.

It is expressly understood that the Owner is not obligated to utilize the services of the Contractor for any particular project within the District, and the Owner is entitled to seek competitive bids or proposals through open advertisement for any work. Additionally, nothing herein is intended to prohibit the Contractor from submitting bids or proposals on any projects for which the Owner seeks competitive bids or proposals through open advertisement.

SECTION 2  
**Compensation for Services**

Compensation for services provided under this agreement shall be as established in the proposal price sheet that was included in the RFP response. Any changes from the accepted pricing must be written and agreed to by both parties.

SECTION 3  
**Notices**

All notices required to be given by the Owner to the Contractor hereunder shall be in writing and shall be given either by hand delivery or by United States mail, postage prepaid, addressed to:

Mr. Ruben Rowe, III  
Southland Rowe Roofing, Inc.  
1843 Commerce Blvd.  
Midway, FL 32343

All notices required to be given to the Authority hereunder shall be in writing and shall be given either by hand delivery to the Director of Construction of the Authority or by United States mail, postage prepaid, addressed to:

Mr. William Hunter  
Director of Facilities  
Gadsden County School Board  
35 Martin Luther King Jr. Blvd.  
Quincy, FL 32351

Either party may change its address for purposes of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

SECTION 4  
**Term**

The term of this Agreement shall be for a period of one (1) year from the *date* first written above. The Owner, with the mutual agreement of the Contractor, may elect to renew this Agreement for two (2) additional one (1) year periods. The Contractor shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein.



SECTION 5  
**Performance and Payment Bonds**

If required, a Performance Bond and a Payment Bond for the total Contract Price, will be required for the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; and b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract. Attorneys-in-fact who sign Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Florida agent of the Surety, with power of attorney attached.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:

- a. **Qualification - Management and Strength:** For Contracts in which the Contract Sum exceeds \$100,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.
- b. **Bonding Limit – Any one risk:** The bonding limit of the Sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

SECTION 6  
**Insurance**

Contractor shall purchase and maintain in force during the term of this Contract, at its own cost and expense, insurance with the following minimum limits. Contractor shall furnish documentation of the below insurance limits on a form acceptable to the Owner along with a copy of the additional insured endorsement. Any deductible or self-insurance retention should be indicated on the certificate of insurance. Additionally, the Owner's Statement of Agent or Broker shall accompany each Certificate of insurance.

<u>Type of Policy</u>	<u>Limits</u>
Commercial and Contractual General Liability:	\$5,000,000
Maximum deductible or self-insured retention:	\$10,000
Automobile Liability:	\$5,000,000
Maximum deductible or self-insured retention:	\$10,000
Workers Compensation: and Employer's Liability:	Statutory Limit \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee

SECTION 7  
Termination

The Owner may terminate this Agreement in whole or in part at any time for its convenience, and in its sole discretion, by giving the Contractor seven (7) days written notice. The Owner shall have the right, in that event, to take over any or all of the Contractor's material, supplies, equipment, or Subcontractors in order to complete any ongoing work and the Contractor shall assign to the Owner such material, supplies, equipment, or Subcontracts/purchase orders. The Contractor shall proceed to complete any part of any ongoing work, as directed by the Owner, and shall attempt to settle all Subcontract or Supplier claims and obligations under the Contract with the Owner. The Contractor shall be compensated by the Owner for the Contractor's reasonable costs actually expended and profit earned on work that has been fully completed and accepted by the Owner. There is no entitlement to anticipatory profits, unless agreed to by the Owner as part of a final Contract Modification that fully resolves all outstanding issues on the Project. The Contractor shall substantiate its request for payment as requested by the Owner.

The Owner may also terminate the Agreement for cause if it determines that the Contractor has:

- 1) failed to perform work in accordance with the contract documents; failed to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the job and prosecute work, or failed to have available at the site proper equipment or materials to assure completion of work in accordance with the terms of the contract documents,
- 2) performed work unsuitably or neglected or refused to remove materials or to perform anew such work as *may* be rejected as unacceptable or unsuitable,
- 3) failed to commence work, maintain adequate progress towards completion of the work or discontinue the prosecution of the work,
- 4) allowed any final judgment against it to remain unsatisfied for a period of thirty (30) days,
- 5) made an assignment for the benefit of creditors,
- 6) failed to make timely payments to any Subcontractor or Supplier without good cause,
- 7) consented to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Contractor,
- 8) been the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors,
- 9) failed to maintain acceptable bonds, including, if at any time the Surety executing any bond is determined by the Owner to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) business days after notice from the Owner. This ten (10) day notice and cure period is in lieu of the seven (7) day period set for the In the following paragraph,
- 10) otherwise breached a material term of this Agreement.

When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety seven (7) days written notice and provided that the Contractor, within such seven (7) day period, has not commenced in good faith to cure such cause or breach to the satisfaction of the Owner (or if having commenced such cure, is not proceeding diligently to complete such cure to the satisfaction of the Owner), terminate this Contract, in whole or in part, and may, subject to any prior rights of the Surety, finish work by whatever reasonable method the Owner may deem necessary, including taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed and their corporate seals to be affixed hereto, effective as of the day and year first above written.

GADSDEN COUNTY SCHOOL BOARD

\_\_\_\_\_  
Superintendent

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

(Notary Seal)

SOUTHLAND ROWE ROOFING, INC.

\_\_\_\_\_  
Authorizing agent

\_\_\_\_\_  
Title

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

  
Page 5 of 6

# **EXHIBIT “A”**

# **Gadsden County School Board**

*Request for Proposals (RFP)*

## **Continuing Services for Roofing and Roofing Repairs**



*"Putting Children First"*  
**Roger P. Milton**  
*Superintendent*

**District Wide, Gadsden County Florida**

**Date Issued: 9/13/2019**

**Date Due: 10/9/2019**

**RFQ Number: 2019-0001**

**GCS's Purchasing Department Attn: Bonnie Wood**

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287, E-mail: woodb@gcpsmail.com

## ADVERTISEMENT

**The Gadsden County School Board  
Is seeking Proposals**

**for a continuing services contract for Minor Roofing and Roofing Repairs.  
These services shall be District wide requested on an as needed basis.**

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The School Board of Gadsden County, Quincy Florida, invites qualified Roofing Contractors to submit Sealed proposals for the above referenced services with the intent of securing a continuing services contract.

Proposers must possess the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR and BBB
3. Possess experience in K-12 educational facilities
4. Adequately staffed to meet District needs
5. Properly licensed and insured
6. Financially stable
7. Ability to diagnose and repair a wide variety of roofing systems that include but are not limited to, buildup, asphalt shingles, modified bitumen, metal.

An RFP package may be downloaded off the Gadsden County Schools' web site, [www.gcps.k12.fl.us](http://www.gcps.k12.fl.us). Additional requirements and mandatory forms are contained in it. Participants must thoroughly familiarize themselves with all instructions in the proposal package to be responsive.

There will be no mandatory pre-submission conference or site visit for this RFP. Roofing Contractors wishing to tour district sites may do so by scheduling visits through the Facilities Department. E-mail Bill Hunter; [hunterw@gcpsmail.com](mailto:hunterw@gcpsmail.com).

Proposals shall be delivered to the Gadsden County School's purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building or a PDF version e-mailed to [woodb@gcpsmail.com](mailto:woodb@gcpsmail.com) by **1:45 pm**, on **10/9/2019**. Proposal will be opened on **10/9/2019** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

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

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**Please direct all questions to:** The Purchasing Department of Gadsden County Schools  
Attn: Bonnie Wood, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351  
Office: **(850) 627-9651** ext. 1222, E-mail: [woodb@gcpsmail.com](mailto:woodb@gcpsmail.com)

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



**SCHEDULE OF EVENTS**

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

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

**Schedule of Events**

Description	Date	Time
Public posting	<u>9/13/2019</u>	<u>6:00 pm</u>
Last day for written inquiries	<u>9/20/2019</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>9/23/2019</u>	<u>5:00 pm</u>
Proposal due date	<u>10/9/2019</u>	<u>1:45 pm</u>
Proposal opening	<u>10/9/2019</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>10/9/2019</u>	<u>3:00 pm</u>
Anticipated recommendations to the Board	<u>10/22/2019</u>	<u>6:00 pm</u>

**INSTRUCTIONS TO PROPOSERS****PART 1 – GENERAL CONDITIONS**

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through Gadsden County School's (GCS's) Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this Request, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts.
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
  - A. If you are not a registered GCS vendor, you will need to complete the W-9 form and return it to GCS Purchasing office.
  - B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your existing number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCS shall not be responsible for providing addendums to proposers that are not registered.
  - A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$15,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
  - A. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
  - B. Purchases \$15,000 and up must be approved by the Gadsden County School Board.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the proposal. The proposer shall submit a Subcontractors List. Form provided.
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
  - A. All proposers will check in with the Facilities Office before arriving at any of GCS sites.

- B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
  - C. **Contact, communication, videotaping, or photographs of students or staff is strictly prohibited.**
  - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
  - E. District personnel are not authorized to interpret, clarify, or modify the Request in any way.
    - 1. All interpretations, clarifications, or modifications shall be by means of an addendum issued from GCS's purchasing department.
- 1.8 **Existing Conditions:** Failure of Proposer to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully providing the services.
- 1.9 **Proposal Representation:** By submitting a proposal the Proposer represents that it has:
- A. Examined all Documents thoroughly.
  - B. Visited the site(s) to familiarize themselves with local conditions that may affect cost, progress, or performance in providing the services.
  - C. Familiarized themselves with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the service.
- 1.10 **Interpretations:** All questions about the meaning or intent of the request shall be submitted only through GCS's Purchasing Office who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda issued by GCS's Purchasing Office will be binding. Oral and other interpretations or clarifications will be without legal effect.
  - B. Any items, materials, conditions, services, etc.... that may be alluded to in any documentation and that is not clearly understood by the proposer as to the Owner's intent, shall be clarified by the proposer prior to submitting. Failure to clarify any ambiguity shall not relieve the proposer from supplying the intent of the Owner as part of the base contract.
- 1.11 **Revisions and Amendments:** The Owner reserves the right to revise or amend the Request prior to the opening date. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of Proposals may be postponed by as many days as the Owner deems adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

- 1.12 **Insurance:** Insurance is required for all projects with the District.
- A. Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*
    - a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
  2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
    - a. The Owner shall be exempt from and in no way liable for any sums of money which may ~~represent~~ a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.
- 1.13 **Familiarity with Laws:** The proposer shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
- 1.14 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
- 1.15 **Taxes and Assessments:** Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials. *Section 192 F.S.*
- A. The owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements.
- 1.16 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under

a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.

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

- 1.17 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the Gadsden County School Board to contract with your company. By responding to this Invitation to Bid, you agree to abide by all Gadsden County School Board policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468. There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.

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

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

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

- 1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.
- 1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of

the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**

- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
  2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) 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 their Proposal.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the

contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.

1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
  2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.
- 1.25 **Direct Purchase:** The proposer shall include in its proposal the cost of any equipment, materials, or labor. GCS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** Proposal's must contains an original manual signature of an authorized representative. Failure to properly sign the Proposal may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the Proposal.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete, signed Proposal. If submitting by e-mail, the proposal must be in PDF formatting, locked, complete and signed.
- 1.28 **Preparation Costs:** GCS shall not be liable for any expenses incurred in connection with the preparation of a response to this Request.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCS will notify all registered proposers of all changes in scheduled due dates by written addendum.
- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this Proposal and the resulting contract. No outside terms and conditions will be considered unless approved by GCS.

- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each Proposal as required by 255.0518 F.S. and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.
- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>
- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or Modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**



- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon acceptance of properly documented invoice.
- 1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

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

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

## PART 2 – REQUIRED FORMATTING

- 2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper, organized in a 3 ring binder with each section separated by tabs that are labeled and numbered. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**
- A. **Cover Page: (2 point)** The cover page shall identify
1. Company Name
  2. Due date and time
  3. RFP number
  4. The Owner's name, Gadsden County School Board

- B. **Tab 1 – Letter of Transmittal: (10 points)** Provide the Firm's name, Principal's name, business address and phone number. Give a brief description of services being requested (this demonstrates to the owner the intent of the Request is understood). Letter of Transmittal must not be more than one page on Proposer's Company letterhead.
- C. **Tab 2 – Business/Corporate Background: (25 points)** Provide a narrative of the company's history that includes number of years in business. List all current contracts. Include a copy of firm's corporate charter if applicable. Provide a brief description of 3 similar k-12 projects highlighting unique and interesting aspects of each project. Mention any design challenges and course taken to overcome them.
1. Each project description shall include:
    - a. Identify firm's team that worked on the project and at what capacity.
    - b. Include name of project owner with contact information that shall include address of project, contact name, phone number and e-mail address.
    - c. List original start and completion dates with actual start and completion dates. Include reason for schedule changes if any.
    - d. List estimated cost of construction with actual cost of construction. Include explanation of major differences if any.
- D. **Tab 3 – License: (25 points) Staffing/Staff Background: (25 points)** Provide an overall company organizational chart. Provide a GCPS team chart. Include a resume for each key person of the GCPS team. It shall be required that at least one principal officer/owner be included on the GCPS team. The Board will be looking for the experience level and background of each team member demonstrating the ability to provide the services in a professional and timely manner.
- E. **Tab 4 – Penalties, Litigation and Bankruptcy: (10 point)** Indicate whether the firm has been involved in or currently a part of any work related legal proceedings, litigation, conviction, liquidated damages, settlement agreements or bankruptcy. If so, provide explanations.
- F. **Tab 5 – Insurance: (5 points)** Provide a copy of all current certificates of insurance.
- G. **Tab 6 – License: (5 points)** Provide a copy of all license and certificates required and supplemental.
- H. **Tab 7 – Bonding: (10 points)** Provide a letter of intent from a surety company acknowledging the maximum amount the firm may be bonded for.
- I. **Tab 8 – Addendum to Bid: (5 points)** Print and sign all addenda.
- J. **Tab 9 – Mandatory Forms: (3 points)** Include a signed copy of each.

1. "List of Sub-Contractors",
  2. "Drug Free work place",
  3. "Public Entity Crimes Form",
  4. "Minority and Woman Owned Businesses Form",
  5. "Debarment Certification Form",
  6. "Conflict of Interest Form",
  7. "Vendor Registration form with a W-9".
- 2.2 Once all copies of the proposals are bound and ready to submit, (stapling is acceptable for smaller RFPs) they should be inserted into an envelope or boxed for ease of delivery and storage. It is required that the proposer label the outside of the container. A label has been provided herein to assist with proper identification.

### PART 3 – CONTRACTOR REQUIREMENTS

- 3.1 Neither the RFP nor Letter of Agreement are a guarantee of work from GCS. No work should commence without the issuance of a PO.
- A. **Exception:** Emergency repairs can be authorized by the district without a PO. The contractor should confirm receipt of e-mail from the Director of Facilities authorizing them to proceed in such case. In these cases, payment will be made from the invoice.
- 3.2 **Labor:** Labor shall be billed to the District based on the hourly rates submitted on the bid price sheet of the Proposal. The hourly rate shall include full compensation for labor, equipment operators, travel time, and any other costs (including overhead and profit). The rate is straight time for all labor except as otherwise noted herein.
- A. When requested and approved by the owner, overtime pay shall be permitted. In those cases, where the contractor's employee works in excess of forty hours and on official holidays, then the District will authorize payment of one and a half times the agreed upon labor rate.
- 3.3 **Subcontractors:** If the Contractor subcontracts any portion of a project for any reason, he must state the name and address of the subcontractor and the name of their contact person on the estimate.
- A. Subcontractors may only be utilized with prior approval from GCS' Director of Facilities.
- B. GCS reserves the right to reject any proposal that names a subcontractor who has previously failed to deliver on time, contracts of similar nature, or who is not in a position to properly perform this award.
- C. The contractor is encouraged to utilize MBE certified subcontractors when possible.
- 3.4 **Materials and Equipment:** The District shall pay only fair market prices for materials. The Contractor shall be reimbursed at invoice cost. A markup shall be paid on material

- invoices only. **Markup shall not exceed 20%**. A copy of the material receipt is to be provided with each invoice.
- A. The awarded contractor will be expected to familiarize themselves with roofing systems utilized throughout the district and either stock common materials or have an agreement with a local supplier to stock materials for same day delivery.
- 3.5 **Equipment Rental:** Equipment Rentals will be billed to the district at cost plus markup. **Markup shall not exceed 20%**. A copy of the rental receipt is to be provided with each invoice.
- 3.6 **Scope of Work:** When called upon, the awarded Contractor shall evaluate and estimate work requested by the owner. The contractor shall then provide the owner a written proposal referencing the continuing services number that will be issued in the letter of acceptance. Once a purchase order is issued, the contractor shall work with the Director of Facilities on approved projects between \$0 to \$200,000,
- A. It is the districts intent to obtain Contracting services from a Florida Licensed Roofing Contractor which has the capability and capacity to perform services such as installation, maintenance, and repairs, for a wide variety of roofing systems as requested on an as needed basis.
- 3.7 **Emergencies:** All roof leaks are critical but when one affects primary functions or creates an uninhabitable environment it's considered an emergency. When required, temporary measures must be initiated to prevent further intrusion until a permanent solution can be done.
- A. The Director of Facilities will identify emergencies and report them to the contractor as such.
- 3.8 **Hurricanes:** The awarded contractor must be adequately staffed and equipped to be able to man one or more sites for post storm roof repairs and cleanup within 3 days of the event. As specified in section 3.4, temporary roofing material must be on hand prior to the event.
- 3.9 **Emergency Response Time:** The awarded Contractor shall guarantee emergency response time of four (4) hours. (With exception to hurricanes).
- A. Response time is calculated from the first call placed until a representative of the Contractor arrives on site.
- B. Response time may be waived by the Director of Facilities.
- 3.10 **Term:** The Continuing Services agreement shall be for one year with the option to renew a year at a time for a maximum of three years.

#### PART 4 – EVALUATION PROCESS

- 4.1 **Review Committee:** The Director of Facilities shall select one or more individuals knowledgeable in District needs and familiar with purchase and contracting requirements and one individual unrelated to contracting to serve as equity. This group will be the review committee.

- A. GCS' Purchasing department, as specified in the Schedule of Events, shall publicly opened and read each proposal confirming mandatory requirements. Responsive proposals shall be distributed to the Director of Facilities.
  - 1. Proposals not meeting mandatory requirements shall not be distributed to the Director for consideration.
- B. The review committee will evaluate and rank all compliant proposals to determine which best meets evaluation criteria based on District needs.



## PROPOSAL PRICE SHEET

TO: Gadsden County School Board  
 35 Martin Luther King Blvd.  
 Quincy, FL 32351

FROM: Southland Rowe Roofing, Inc.  
1843 Commerce Boulevard  
Midway, FL 32343

Vendor ID \_\_\_\_\_

PROJECT: Continuing Service Agreement for Roofing and Roof Repairs

Gentlemen:

I have received the Request for Proposal numbered "2019-0001" and dated 09/13/2019 as prepared by Gadsden County Schools. I have also received the following Addenda numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and have included their provisions in my proposal.

After examination of all the Bid Documents, addenda and questions, I'm satisfied with the terms and submit the following hourly rate(s): If more than one rate applies, please include a description of position.

<u>General Roof Labor</u>	<u>\$45.00</u>
<u>Roof Mechanic</u>	<u>\$65.00</u>
<u>Project Foreman</u>	<u>\$75.00</u>
<u>Project Superintendent</u>	<u>\$85.00</u>
<u>Project Manager</u>	<u>\$125.00</u>
<u>Project Executive</u>	<u>\$175.00</u>

By submitting this proposal, I agree:

- 1 To the terms and conditions as specified in the above referenced Request for Proposal.
- 2 I acknowledge that by returning the executed letter of acceptance, all Proposal Documents become a binding agreement.
- 3 That issued Purchase Orders are supplemental to the Agreement and do not supersede or modify its content in any way.

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 Phone: 850-386-7683 ★ Fax: 850-562-5472  
[www.RoweRoofing.com](http://www.RoweRoofing.com)



*I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, the GADSDEN COUNTY SCHOOL BOARD, their employees and their agents, against any cost, damage or expense which it may incur or be caused by an error in my (our) preparation of same.*

*In witness whereof, the Bidder has hereunto set his signature and affixed his seal this 9th day of October, A.D., 2019 .*

  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
Authorizing Signature

*October 9<sup>th</sup>, 2019*  
\_\_\_\_\_  
Date



FORM 00414

**ADDENDUM TO SOLICITATION DOCUMENTS**

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

Solicitation Addendum No. 1

Date: October 4, 2019

RFP No. 2019-0001

Project Name: Continuing Services for Roofing and Roofing Repairs

**NOTICE TO ALL BIDDERS**

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

**PRE-BID QUESTIONS and ANSWERS**

1	Q	Due Date Change.
	A	Replace page 3, SCHEDULE OF EVENTS with new SCHEDULE OF EVENTS, attached.
2	Q	Liquidated Damages-Supplies or Services
	A	See Attachment
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	

*W. B. Hunt*  
 Preparer's Name

10/4/2019  
 Date

*Bonnie Wood*  
 Authorizing Agent

10/8/2019  
 Date

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

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 www.RoweRoofing.com





FORM 09414

ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. 2

Date: 10/23/2019

RFQ No. 2019 - 0001

Project Name Roofing & Roofing Repairs Continuing Services

NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Proposer shall acknowledge receipt. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Proposer is instructed to incorporate this addendum into their Proposal

PRE-BID QUESTIONS and ANSWERS

- 1 Q Where do you want the Proposal Price Sheet included in the tabs, it doesn't state in the RFP Document where to include this page
A The RFP doesn't specify where the price proposal sheet needs to be so you can have it anywhere but would recommend it being at the end so it's easily found
2 Q
A
3 Q
A
4 Q
A
5 Q
A
6 Q
A
7 Q
A
8 Q
A

Preparer's Name
[Signature]
Authorizing Agent

Date
10/23/19
Date

NOTE: This document must be signed and included with your Proposal

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FORM 00415

**LIST OF SUBCONTRACTORS**

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

From: Southland Rowe Roofing, Inc.  
1843 Commerce Boulevard  
Midway, FL 32343

**This list is an integral part of the proposal.**

For the construction of the \_\_\_\_\_

The undersigned lists below the names of the subcontractors who will perform the phases of the work indicated:

<u>Division</u>	<u>Name of Subcontractor</u>
Concrete	<u>Self Perform</u>
Metal Framing	<u>Nelson &amp; Affiliates</u>
Masonry	<u>Self Perform</u>
Roofing	<u>Self Perform</u>
Hollow Metal	<u>Moore Doors</u>
Aluminum Curtin Walls	<u>Self Perform</u>
Drywall	<u>Nelson/Anderson/Fat Boy Drywall</u>
Acoustic Ceiling	<u>Nelson/Anderson</u>
Painting	<u>Marlin Coatings/Universal Coating</u>
Mechanical	<u>Keith Lawson</u>
Plumbing	<u>Keith Lawson</u>
Electrical	<u>Meeks</u>
Communications	<u>Jacksonville Sound</u>
Other	_____
Other	_____

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FORM 00450

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes  X  N/A

If **yes**, please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Southland Rowe Roofing, Inc. does:  
(Name of Business)

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

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

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

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

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

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

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

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

10/09/2019

\_\_\_\_\_  
Date

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FORM 00451

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for:  
**Gadsden County School Board. Continuing Services for Roofing and Roofing Repairs.**
2. This sworn statement is submitted by, Southland Rowe Roofing, Inc., whose business address is, 1843 Commerce Blvd, Midway, FL 32343, and (if applicable) Federal Employer Identification Number (FEIN) is 20-1692431 (if the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement.)
3. My name is Ruben R. Rowe, III and my relationship to the entity named above is President (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment of information after July 1, 1989m as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of the shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for

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fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
  - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public crime subsequent to July 1, 1989 AND (please attached a copy of the final order)
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
  - The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

\_\_\_\_\_  
Signature

10/09/2019

\_\_\_\_\_  
Date



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 October, 2019, and is personally known to me.

STATE OF FLORIDA  
COUNTY OF: Gadsden  
My Commission expires: 01/17/2023

Notary Public

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Phone: 850-386-7663 ★ Fax: 850-562-5472  
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FORM 00452

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes  N/A

If yes, please complete the form.

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

Type of Business (check applicable area):

- African American
 Hispanic American
 Native Americans
 Asian American
 American Woman

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

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

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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 too small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.
- It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.



SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 7c

**DATE OF SCHOOL BOARD MEETING:** December 17, 2019

**TITLE OF AGENDA ITEM:** Letter Purchase Order for Services

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

Board approval is requested to authorize the use of Agreement #DESF-030928-PAEC for the following Letter Purchase Order:

2020-FL05-DMCP

**FUND SOURCE:** General

**AMOUNT:** \$23,122.65

**PREPARED BY:** Dr. Sylvia R. Jackson

**POSITION:** Area Director, Secondary Education

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:



### LETTER PURCHASE ORDER

This Letter Purchase Order (LPO) for services to be provided by DES of Florida, LLC (DES/Seller) to Gadsden County School Board (GCSB/Buyer) is issued pursuant to the above-referenced General or Master Agreement between the Panhandle Area Educational Consortium and DESF. Buyer hereby authorizes Seller to perform the following described services:

1. **Scope of Work:** Power Equipment Technology Teacher [Gadsden Technical Institute]
2. **Seller Contact:** Roy F. DeCastro, Managing Partner  
DES of Florida, LLC  
P.O. Box 13935  
Tallahassee, FL 32317-3935  
P: 850/893-1315 \* F: 888/219-7972 \* Email: [rdecastro@desfsolutions.com](mailto:rdecastro@desfsolutions.com)
3. **Buyer Contact:** Bonnie Wood, Director of Finance  
Gadsden County School Board  
35 Martin Luther King Jr. Blvd.  
Quincy, FL 32351  
P: 850/627-9651 \* Email: [woodb@gcpsmail.com](mailto:woodb@gcpsmail.com)
4. **LPO Term:** January 1, 2020 – June 2, 2020. This LPO may be terminated without cause by Buyer upon 30 days' written notice to Seller. Buyer shall be required to pay Seller for services rendered to the effective date of termination. During the term of this LPO, Buyer may terminate or discontinue the items covered in this LPO for lack of appropriated funds.
5. **LPO Cost:** The total cost of this LPO, excluding expenses, shall not exceed \$23,122.65. Invoices will be billed at a rate of \$4,624.53 per billable month. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. Any additional compensation Buyer may elect to pay Seller beyond the terms specified in this LPO shall be preapproved, in writing, by Buyer to Seller and will be billed at the same markup percentage used to determine the total cost of this LPO. No overtime will be required with this LPO. All expenses, including travel, will be reasonable, verifiable and documented and must be pre-approved by Buyer. Included in the total cost is Paid Time Off (PTO), as follows:
  - Paid Holidays to match Buyer's holiday schedule;
  - Sick/Personal hours/days will follow Buyer's policy; and
  - Any unused PTO at the completion of this LPO will be considered "used, paid and all obligations fulfilled."
6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to this LPO number, shall be submitted to the Buyer monthly. The normal terms of payment will be "Net 30 Days" from receipt of Seller's invoice.

PRIVATE/PROPRIETARY: MUST BE STORED IN LOCKED FILE WHEN NOT IN USE.  
Contains Private and/or Proprietary Information. May not be used or disclosed outside DES of Florida, LLC except pursuant to written agreement.

- 7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and shall be further defined on an ongoing basis throughout the term of this LPO. In addition, deliverables shall be due as requested by the Buyer or Buyer-designated representatives associated with the Scope of Work referenced by this LPO.
- 8. **Public Records:** Seller specifically acknowledges its obligation to comply with State of Florida public records laws that require Seller to keep and maintain public records that Buyer would ordinarily and necessarily require in order to perform the services under this LPO; provide public access to such records on the same terms and conditions that Buyer would provide such public records, at a cost that does not exceed that provided by law; ensure that public records that are exempt, or confidential and exempt, from public records are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Seller does not transfer the records to Buyer; comply with all requirements for retaining public records and transfer, at no cost to Buyer, all public records in Seller's possession upon termination of this LPO; and destroy any duplicate public records which are exempt, or confidential and exempt, from public records disclosure requirements in accordance with §119.0701, Fla. Stats. (2015). If Seller keeps and maintains public records upon completion of the LPO, Seller shall meet all applicable requirements for retaining public records. All records stored electronically will be provided to Buyer, upon request, in a format that is compatible with the information technology systems of Buyer.

**IF SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LPO, SELLER SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Gadsden County Public Schools, Attn: Jane Butler, 35 Martin Luther King Jr. Boulevard, Quincy, Florida 32351, Phone: 850/627-9651, Email: butlerj@gcpsmail.com.**

**BUYER: Gadsden County School Board**  
By: \_\_\_\_\_  
Authorized Signature

Name: **Roger P. Milton**  
Title: Superintendent

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

By: \_\_\_\_\_  
(Authorized Signature)

Name: **Steve Scott**  
Title: Chairman

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

**SELLER: DES of Florida, LLC**  
By:  \_\_\_\_\_  
Authorized Signature

Name: **Roy F. DeCastro**  
Title: Managing Partner

Date: 12-4-2019

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 7d

**DATE OF SCHOOL BOARD MEETING:** December 17, 2019

**TITLE OF AGENDA ITEM:** Dual Enrollment Articulation Agreement between Florida A & M University and Gadsden County Schools 2020-2024

**DIVISION:** Secondary Education

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

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

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

**FUND SOURCE:** FEFP

**AMOUNT:** NA

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

**POSITION:** Area Director of Secondary Education/Director of Adult, Career and Technical Education

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

  2   Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered   7  

CHAIRMAN'S SIGNATURE: page(s) numbered   7

ARTICULATION AGREEMENT  
2020-2024  
The School Board of Gadsden County, Florida  
Florida A&M University

THIS AGREEMENT is entered into by and between THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, a public body corporate existing under the laws of the State of Florida, hereinafter referred to as the "School Board" and FLORIDA A&M UNIVERSITY, for and on the behalf of Florida A&M University Board of Trustees, a public body corporate existing under the laws of the State of Florida and hereafter referred to as the " University," effective as of the last date signed.

WITNESSETH

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

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

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

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

WHEREAS Florida Statutes 1007.235 and 1007.271 and Florida State Board of Education Administrative Rule 6A-10.024 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: RECITALS

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

ARTICLE II: DEFINITION OF DUAL ENROLLMENT

Dual enrollment is a program in which eligible high school students are permitted to enroll in a postsecondary course creditable toward a high school diploma, vocational certificate or 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

The University agrees to permit high school students enrolled in a public high school in Gadsden County, who have been certified by their principals as qualified, to dually enroll in regularly offered courses listed and described in the University's undergraduate catalogue as satisfying general education/liberal arts requirements, under the provisions of Florida Statutes, applicable state rules or regulations, and the following terms and conditions:

- A. The student must have completed tenth grade (to ensure readiness for college); must have a 3.0 unweighted high school grade point average; must have an appropriate score on the ACT, CPT or SAT (*as listed below*); and must meet any course requirements as set forth in the University undergraduate catalogue. Special dual credit enrollment programs may have admission requirements different from the above, i.e., limited access programs. These courses will be beyond the scope of this agreement.

<b>TEST</b>	<b>ENGLISH/SWLAN</b>	<b>READING/SREAD</b>	<b>MATH/SMATH</b>
<b>ACT</b>	18	21	21
<b>SAT (redesigned)</b>	26	25	25
<b>PERT</b>	103	106	114

- B. The college-level courses offered through the University dual credit enrollment program must be coordinated through the curriculum offices of the University and the School Board.
- C. The University will notify the student of earned grades as is regularly done with University students. In addition, an official University document will be forwarded to the appropriate high school indicating earned grades for each participating student provided suitable authorization is submitted to the University for such disclosure.
- D. Courses completed through the University dual credit enrollment program may qualify for high school credit and for regular university credit to be applied toward specific degree requirements of the University. In no event will a physical education course, college-preparatory or pre-collegiate instruction courses offered by the University be considered to be a qualified course under this agreement. Courses to be offered by the University will under no circumstances duplicate a course(s) offered in the individual's high school. The University reserves the right to cancel a course due to insufficient enrollment.
- E. Student progress subsequent to enrollment in dual credit enrollment courses shall be monitored by individual student assessment. To remain in a dual credit enrollment program, each student must successfully complete each dual credit enrollment course with a grade of "C" or better. The University shall be solely responsible for determining the enrolled student's status and grades in accordance with standard University policies and regulations. Successful completion of dual credit enrollment courses does not ensure admission to the University.
- F. Reserved.

- G. The high school student and parent(s) or guardian(s) must be counseled by the University regarding the specific requirements of the dual credit enrollment program.
- H. The University will report the participating individuals as being enrolled in the Florida Board of Education Fund.
- I. There are no exceptions to the grade point average requirement.
- J. Students may lose the opportunity to participate in the dual enrollment program if their behavior or actions are disruptive to the classroom learning process. Dual enrollment students are to be held to the FAMU Academic Honesty Policy and the Student Code of Conduct. Specific conduct guidelines which outline the student compliance and expectations can be found in the FAMU Student Code of Conduct.
- K. Dual enrollment students are not permitted to drop courses after the add/drop period closes on the fourth day of classes except for documented extenuating circumstances approved by both the FAMU University Registrar or designee and the school guidance counselor. If a student is determined to be “not fee liable” for a medical or other course drop after this date, FAMU will reimburse the school district for the standard state university tuition rate per credit hour paid for such student during a fall or spring semester. Early admit students are considered degree-seeking students and therefore must comply with all academic policies outlined in the FAMU University Regulations.

*Academic Support.* Dual enrollment students will have access to academic support services at FAMU, including academic advising; libraries; student disability resources; and various learning centers that offer writing assistance, tutoring for selected courses, and study skills instruction.

*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.

- L. There are no exceptions to the rules, guidelines, and expectations stated in the faculty or adjunct handbook, nor any exceptions to the rules, guidelines, or expectations stated in the student handbook.
- M. Dual enrollment students at FAMU will be responsible for their own transportation arrangements.
- N. Students with disabilities must register with and provide related documentation to the Center for Disability Access and Resources (CeDAR), after which time they will be eligible to receive the appropriate accommodations. For more information about CeDAR, please visit <http://www.famu.edu/index.cfm?cedar>

#### ARTICLE IV: SCHOOL BOARD

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

- A. The high school student must have completed tenth grade (to ensure readiness for college); must have a 3.0 unweighted high school grade point average; must have an appropriate score on the ACT, CPT or SAT (*as listed in Article III*); and must maintain a "C" or better in each course in order to remain in the dual credit enrollment program.
- B. The high school student has been granted permission by the parent(s) or guardian(s), high school counselor and principal/designee to enroll in the dual credit enrollment program during the fall or spring term.
- C. The School Board will inform students and parents of the availability of the dual enrollment program, program requirements and courses currently offered. The School Board will also determine if dual enrollment meets the individual's educational needs, determine if the courses requested are currently offered by the individual's school and obtain a written intent to pursue a post-secondary education and signed reimbursement requests.
- D. The School Board shall provide the required textbooks for all approved dual enrollment courses.
- E. The School Board shall report the qualified individuals as being enrolled under the Florida Education Finance Program.
- F. 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, spring, or summer term.

#### ARTICLE V: JOINT RESPONSIBILITIES

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

- A. The University and the School Board shall establish budgetary policies to support specialized dual credit enrollment programs which will include the following provisions:
  - 1. Students enrolled in dual credit enrollment may be included in the calculation of full-time student membership for basic program grades ninth through twelfth by the School Board.
  - 2. Students enrolled in dual enrollment instruction may be counted as full-time equivalent by the University.
  - 3. Students receiving instruction under the provisions of this agreement shall be exempt from the payment of registration, matriculation, and laboratory fees.



4. 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.
- B. The University and the School Board shall continue to carry out established articulation procedures to ensure close communication and effective planning.
  - C. The term of this agreement shall be effective as of the last date signed through July 31, 2023.
  - D. The President of the University and the Superintendent of Schools will publicize this agreement and take whatever actions necessary to effect the implementation of said agreement within their respective organizations.
  - E. The University and the School Board shall jointly assume responsibility for the implementation and enforcement of any rights and responsibilities that arise by the creation, maintenance and use of any "records" and "reports" regarding any high school students enrolled in accordance with all applicable law, including but not limited to Sections 1002.22 and 1002.225, Florida Statutes and 20 U.S.C. 1232 (g) - (1). Each shall be responsible for "records" and "reports" maintained, housed or stored by the respective institution.

#### 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:      Superintendent of Schools  
                                  Gadsden County School Board  
                                  35 Martin Luther King Boulevard  
                                  Quincy, Florida 32351

With a copy to:        Area Director  
                                  Secondary Education  
                                  Gadsden County Public Schools  
                                  35 Martin Luther King Boulevard  
                                  Quincy, Florida 32351

To University:         President  
                                  Florida A & M University  
                                  1601 Martin Luther King Jr. Blvd

Suite 400, Lee Hall  
Tallahassee, FL 32307

With a copy to: Office of the University Registrar  
The Florida A & M University  
112 Foote-Hilyer Administrative Center  
Tallahassee, Florida 32307

#### ARTICLE VII: AUTHORITY PROVISION

Each person signing this Agreement on behalf of either party individually warrants that he or she is signing 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 acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence to the extent permitted by the laws of Florida. 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: NONDISCRIMINATION PROVISION

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

#### ARTICLE X: TERMINATION PROVISION

This contract may be terminated by either party upon 30 days written notice to the other party with or without cause providing the qualified students are permitted to complete any courses in which they are enrolled.

#### ARTICLE XI: AMENDMENTS

This Agreement may only be modified by written agreement executed by the Parties.

#### ARTICLE XII: ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties, superseding any other written or oral representations, statements, negotiations, or agreements to the contrary.

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

For the School Board:

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chair, Gadsden County School Board                      Superintendent, Gadsden County Schools

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

For the University:

**FLORIDA A&M UNIVERSITY**  
**Acting for and on behalf of the**  
**Florida A&M University Board of Trustees**

By: \_\_\_\_\_

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

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

DATE OF SCHOOL BOARD MEETING: **December 17, 2019**

TITLE OF AGENDA ITEM **SUBAWARD AGREEMENT between County of Gadsden Board of Public Education and Florida Gulf Coast University Board of Trustees**

DIVISION: **EXCEPTIONAL STUDENT EDUCATION**

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

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

**This Grant is awarded to our School District to provide support with Professional Development targeting improved outcomes for Students with Disabilities. This Grant Funds the research-based Check & Connect Mentoring Program and the Strategic Instruction Model. These programs are designed to increase student engagement and Student achievement.**

SOURCE: N/A

AMOUNT: \$22,196.00

PREPARED BY: **Sharon B. Thomas** *[Signature]*

POSITION: **Director of Exceptional Student Education**

**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 1

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

SCHOOL BOARD ATTORNEY: page(s) numbered \_\_\_\_\_

This form is to be  duplicated on light blue paper.

PROOF READ BY: *Kealan R. Francis*

### Research Subcontract Amendment

Subcontract No. 20000-GCSD-03 ("Subcontract")

Under Florida Department of Education ("Prime Sponsor") Prime Contract No. Award #361-1708A-0C001 ("Prime Contract")

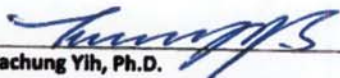
<b>Prime Contractor ("Contractor")</b> Name: Florida Gulf Coast University Board of Trustees Address: 10501 FGCU Blvd South, Fort Myers, FL 33965-6565 DUNS: 834477051	<b>Subcontractor ("Subcontractor")</b> Name: Gadsden County Schools Address: 35 Martin Luther King Blvd, Quincy, FL 32351 DUNS:
Prime Contractor PI Name: Mrs. Margaret Sullivan	Subcontractor PI Name: Sharon Thomas
Amendment Effective Date: October 20, 2019	Amendment No.: 2, Year 3

#### Amendment(s) to Original Terms and Conditions

1. Funding in the amount of \$22,196 for Year 3 as detailed in the attached budget (Attachment 1) and Spending Guidelines as detailed in Attachment 2. No carryover is permitted.
2. Subaward period of performance for Year 3 is October 1, 2019 to September 30, 2020.
3. Invoicing/Reporting can be not less than monthly, but at least quarterly with final invoice and report due by October 30, 2020.
4. All other terms and conditions of Subaward Agreement 17083-GCSD-01 and 19060-17083-GCSD-01 remain in full force and effect.

IN WITNESS WHEREOF, duly authorized representative of the Parties have entered into this Subcontract as of the date of the last signature set forth below:

Contractor Signature



Name: Tachung Yih, Ph.D.  
Title: Associate Vice President for Research  
Date: 11-18-2019

Subcontractor Signature



Name: Roger P. Milton  
Title: Superintendent, Gadsden County Schools  
Date:

**SPDG TOTAL BUDGET**

District:	<b>Gadsden</b>	
Budget Year	<b>2019-2020</b>	
Funding Category		
Check & Connect	# of C&C Schools:	0
Substitute	\$	-
Travel	\$	-
PD for Personnel	\$	-
Coordinator Supplements	\$	-
Mentor Supplies	\$	-
Additional Expenses	\$	-
C&C Sub Total	\$	-
Strategic Instruction Model (SIM)	# of SIM Schools:	2
Total Printing & Supplies:	\$	1,800.00
Ongoing PD	\$	-
Facilitated Planning	\$	2,400.00
Travel	\$	6,734.50
PD for Personnel	\$	8,580.00
Coordinator Supplements	\$	1,500.00
Additional Expenses	\$	-
SIM Sub Total	\$	21,014.50
Total:	\$	21,014.50
Restricted Indirect:	\$	1,181.01
Restricted Indirect Rate (%):		5.62%
Link for current approved district restricted Indirect:	<a href="http://www.fldoe.org/finance/comptroller/indirect-cost-rates1920.stml">http://www.fldoe.org/finance/comptroller/indirect-cost-rates1920.stml</a>	
Grand Total:	\$	22,196




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 Florida State Personnel Development Grant (SPDG) 2017-2022

## District Implementation Team Funding Guidelines

**Purpose:** Florida's State Personnel Development Grant (SPDG) was developed to improve outcomes for students with disabilities, specifically to increase student proficiency rates, graduation rates and decrease dropout rates.

The initiatives supported by the SPDG, Strategic Instruction Model (SIM) and Check and Connect (C&C) are evidence based strategies that have proven highly effective with all students. While the priority of the grant targets results for students with disabilities, there will be incidental benefit to non-ESE students. The guidelines set out below will assist the district implementation teams in developing a budget for supporting implementation of SIM or C&C.

The focus of the Florida SPDG is to build the internal capacity of districts and schools to implement and sustain the evidence validated practices of C&C and SIM. Successful implementation of these practices results in successful student outcomes. The grant purpose is not to provide material supports to individual students; it is to ensure personnel are receiving effective professional development and coaching to implement the SIM or C&C with fidelity. All funds must be used solely for activities and deliverables that directly support the accomplishment of the program purposes, priorities and expected outcomes.

FL SPDG has attempted to support districts in removing barriers to implementation such as providing access to training materials and supplies necessary for implementation. In the case of SIM instructional practices, there are very specific supplies needed by implementing teachers, which are not typically widely available in schools. In addition, access to efficient data systems or software such as GIST for SIM and/or the C&C app are appropriate, as they are critical supports for implementation fidelity. There are no supplies necessary to implement C&C. Some materials may be justified for *augmenting* C&C implementation, however, many common requests such as incentives, supplies, backpacks, lanyards etc. and craft supplies do not meet the primary grant goal and many of the items are specifically listed in the non-allowable items on the list below. If the DIT feels confident that any requested supply purchases will support C&C implementation and are items that will build sustainability, each school may expend \$250 on Mentor supplies. of possible budget lines to consider:

- Professional development stipends/supplements or substitutes
  - SIM - See items to consider page 4
  - C&C - See items to consider page 5
- Small travel budget to allow administrators, instructional coaches, site coordinators, and potential professional developers to attend special sessions of PD
- Supplement for school or district level liaison(s) and/or facilitator(s) of initiative implementation



- 
- Release time for coach/professional developer/trainer to learn to train and coach implementation of SIM or C&C
  - Mentor incentives not necessarily stipends\*
  - District Coordinator part time salary

\*Please note both state and federal funding requirements forbid use of dollars for food, incentives such as awards, gift cards, flowers or memorabilia. The specific language from FDOE is below.

### **Florida Department of Education Grant Guidelines**

#### **Allowable Expenses**

Program funds must be used solely for activities and deliverables that directly support the accomplishment of the program purposes, priorities and expected outcomes during the program award period. All expenditures must be consistent with the approved application, as well as applicable state and federal laws, regulations and guidance.

Allowable expenditures may include the costs associated with employing appropriate staff for administering the discretionary project, office materials and supplies and other relevant costs associated with the administration of this project, including travel reimbursement, meeting room rentals, consultant fees, printing, and conference registration and fees, as approved by FDOE.

Purchase of the following types of devices and services require prior approval from BEESS: tablets and portable media players (e.g., iPads and iPods), air cards, internet connectivity services, personal digital assistants (PDA), cell phones, and similar devices. This includes the cost to support such devices. The justification for these kinds of devices and a detailed description must be included in the budget narrative. The justification must also include an explanation of why the device is necessary, how the devices will be kept secure, and the cost efficiency, if applicable (e.g., the reason the iPad is necessary instead of a laptop computer or a cell phone is necessary instead of a landline telephone).

#### **Unallowable Expenses**

Below is a list of items or services that are generally not allowed or authorized as expenditures. This is not an all-inclusive list of unallowable items. The discretionary project is expected to consult with their BEESS project liaison with questions regarding allowable costs.

- Advertisement
- Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- Clothing or uniforms





- 
- Costs for items or services already covered by indirect costs allocation
  - Decorations
  - Dues to organizations, federations or societies for personal benefit
  - End-of-year celebrations, parties or socials
  - Entertainment (field trip without the approved academic support is considered entertainment)
  - Game systems and game cartridges (e.g., Wii, Nintendo and PlayStation)
  - Gift cards
  - Incentives (e.g., plaques, trophies, stickers, t-shirts, give-a-ways)
  - Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
  - Land acquisition
  - Meals, refreshments or snacks
  - Overnight field trips (e.g., retreats, lock-ins)
  - Pre-award costs
  - Purchase of facilities or vehicles (e.g., buildings, buses, vans, cars)
  - Tuition

Prior written approval must be obtained from BEESS for the purchase of any furniture or equipment using discretionary project funds.

Promotional or marketing items (e.g., flags, banners, t-shirts, pencils) not directly related to the support of and implementation of this project are **unallowable**.

Costs that are not allowable for federal programs, per EDGAR, may be found at [www2.ed.gov/policy/fund/req/edgarReq/edgar.html](http://www2.ed.gov/policy/fund/req/edgarReq/edgar.html) or in the Reference Guide for State Expenditures, which may be found at [www.myfloridacfo.com/aadir/reference\\_guide](http://www.myfloridacfo.com/aadir/reference_guide).



**Items to consider in budgeting for SIM implementation**

<b>Per Year</b>	<b>Regional Institutes</b>	<b>After hours or with substitute</b>	<b>Coaching</b>
Content Enhancement Routines (Core Content Teachers in Departments/PLCs)	4 days (6 hours/day) <ul style="list-style-type: none"> <li>allocate for stipend and travel</li> </ul>	12 hours (broken up into full days or partial days) <ul style="list-style-type: none"> <li>allocate for stipends and/or subs</li> </ul>	During contract hours (no funding needs to be allocated)
Learning Strategies (for Intervention/ESE teachers providing Tier 2 or 3 supports)	<ul style="list-style-type: none"> <li>2 days (6 hours/day) allocate for stipend and travel</li> </ul>	12 hours (broken up into full days or partial days) <ul style="list-style-type: none"> <li>allocate for stipends and/or subs</li> </ul>	During contract hours (no funding needs to be allocated)
Sessions for administrators/planning teams	<ul style="list-style-type: none"> <li>1 day</li> <li>allocate for travel, stipends as appropriate</li> </ul>	allocate substitutes as needed for teachers participating on DIT	During contract hours (no funding needs to be allocated)
Professional Development for Capacity Coach/ Instructional Coaches	4 days (24 hours) <ul style="list-style-type: none"> <li>allocate for substitutes/stipends if needed and travel</li> </ul>	12 hours to support PLCs and/or intervention teachers (broken up into full days or partial days) <ul style="list-style-type: none"> <li>allocate for stipends and/or subs</li> </ul>	During contract hours (no funding needs to be allocated)
Potential CER or LS Professional Developer Institute-PPDI (summer)	5 days (travel paid by FDLRS Admin.) <ul style="list-style-type: none"> <li>allocate for stipend</li> </ul>		During contract hours (no funding needs to be allocated)
Potential Specialist Institute (Micro-credential in one LS or CE)	2 days (travel paid by FDLRS Admin.) <ul style="list-style-type: none"> <li>allocate for stipend</li> </ul>		During contract hours (no funding needs to be allocated)
Capacity Coach - compensation or release time to provide systems/instructional coaching			
Printing/copying costs for CE and LS, recommend \$100 per implementing teacher			
Binders or folders for students of teachers implementing Learning Strategies			



**Items to Consider in Budgeting for C&C Implementation**

<b>Identification &amp; Preparedness Year 1</b>	<b>Implementation years 2-5</b>
District Overview – 1 ½ hr. Onsite <ul style="list-style-type: none"> <li>• Allocate for time/sub</li> </ul>	Overview as necessary
<b>Trainings</b>  Preparation & Implementation Training-6 hrs. in district  Mentor Training – 12 hours in district  Capacity Coach (Once the District Implementation Team selects coach) 3-24 hrs. training as needed dependent upon level of coaching experience  Coordinator Orientation – 6 hrs. <ul style="list-style-type: none"> <li>• Allocate PD stipends/substitute and travel if necessary</li> </ul>	<b>Training and Travel</b> <ul style="list-style-type: none"> <li>• Preparation &amp; Implementation 6 hrs.</li> <li>• Mentor Training – 12 hrs. + travel and subs</li> <li>• Capacity Coach refreshers – 6hrs + travel</li> <li>• Refresher Blasts – Mentor renewals – 6 hrs. + travel</li> <li>• Site Coordinator – 6 hrs. + Travel/sub</li> <li>• Summer District Implementation Team Summit – 6 – 12 hrs. as determined + travel</li> </ul>
Funding: May support District Coach once selected by District Implementation Team	Funding: Suggestions for district team to consider where financial supports go: capacity coach, mentors, site coordinator, data specialist

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 9a

**Date of School Board Meeting:** December 17, 2019

**TITLE OF AGENDA ITEM:** James A. Shanks Middle School

**DIVISION:** Secondary Education

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


**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. James A. Shanks Middle School is requesting approval for an out-of-state field trip to Atlanta, GA. Please see attached documentation.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

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

**POSITION:** Area Director of Secondary Education/ Director of Adult, Career and Technical Education

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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 \_\_\_\_\_

2019 DEC 17 10 11 AM

DEC 9 19 02:49

REVISED 08/15/17

**FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP**

### FIELD TRIP REQUEST

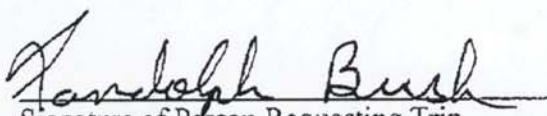
<b>SCHOOL:</b> James A. Shanks Middle School	<b>CONTACT FOR FIELD TRIP:</b> Mr. Randolph Bush, Sr.
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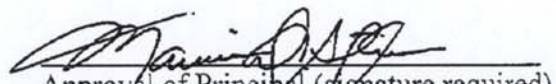
<b>DATE OF TRIP:</b> January 25, 2020	<b>WHO IS ATTENDING: (grade/organization)</b> Band, Band Members and Chaperones
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<b>LOCATION:</b> Atlanta, GA	<b>TRAVELING BY:</b> <input type="checkbox"/> School bus <input checked="" type="checkbox"/> Charter bus
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<b>PURPOSE:</b> Attend the Honda Battle of the Bands. Band students will observe the top HBCU bands.
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<b>SCHOOL BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal's signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Documentation showing correlation of the Florida Standards or benchmarks to the field trip request</li> </ol>	<b>CHARTER BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal's signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Copy of charter bus contract with signatures</li> <li>5. Proof of Insurance showing either district or school as insured</li> </ol>
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 Signature of Person Requesting Trip

  
 Approval of Principal (signature required)

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
_____	_____
Superintendent/Designee	Date

Please forward completed form via district mail or fax to:  
 Mrs. Cheryl Ellison  
 Program Assistant for Curriculum & Instruction  
 Fax: (850) 627-3530      Email: ellisonc@gcpsmail.com

# Agenda

Depart from JASMS.....	6:00AM
Rest stop and Breakfast.....	8:30AM
Arrive in Atlanta.....	12:00PM
Lunch .....	12:00-1:00PM
Arrive at Mercedes Benz Superdome.....	2:00PM
Honda 2019 Battle of the Bands begins.....	3:00PM
Departure from Atlanta .....	6:30PM
Rest stop.....	8:30PM
Arrive back to JASMS .....	11:30PM

November 5, 2019

From: Mr. Randolph Bush, Sr. Band Director & Ms. Donaldson, Auxiliary Sponsor

The James A. Shanks Marching Band/ Auxiliary Squads are requesting permission to attend the 2020 Honda Battle of the Bands in Atlanta, GA on Saturday, January 25, 2020. Indeed, this trip will be both educational and entertaining for our students. This is a great chance for our students to see what is at the next level. I hope this experience helps them understand that there is more beyond middle and high school for them, and that there are plenty of opportunities available to them if they just apply themselves and their special talents.

This event will feature the world's top ten HBCU bands. The eight HBCU marching bands include: Benedict College, Florida A&M University, Grambling State University, Hampton University, Jackson State University, North Carolina A&T State University, Prairie View A&M University, and Tennessee State University involving 1800 band members.

We will travel by charter bus; Al'Dria Charter & Tours. Our departure time is 6:00 AM and return at midnight. The cost per student is \$80.00 which includes admission tickets and transportation to the event for 45 students and 6 chaperones. Students are responsible for their own meals. All monies should be turned in by Christmas Break.

Depending on approval, I will submit a band roster including chaperones along with an itinerary.

**James A. Shanks Middle School**

**Mr. Randolph Bush, Sr.**

**2019-2020 Band Roster**

<b>Trumpet Players</b>	
T	Ja
Jk	Lt
Ji	D
Ji	K
S	A
Ji	C
N	
<b>Clarinet Players</b>	
N	Ki
Jk	
<b>Saxophone Players</b>	
Ki	M
Xi	A
<b>Flute Players</b>	
Ty	As



		<b>Tuba Players</b>
T		Kemaury Williford
		<b>Baritone Players</b>
X		S
A		
		<b>Trombone Players</b>
Ji		J
S		J
I		
		<b>Snare Drum Players</b>
E		Ai
D		Jc
N		Ki
Jc		Jc
		<b>Bass Drum Players</b>
Jc		Sc
T		A
L		
		<b>Tenor Drum Players</b>
E		D
D		D
		<b>Symbol Players</b>
Ji		Ji

R		D
	<b>Drum Majors</b>	
C		
K		

<b>Band Chaperones</b>	
Randolph Bush Sr.	Nahketah Kirkland
Nekitrae Donaldson	Lashanna Mitchell
Sandreka Washington	Tiffany Sherman
Shalandria McCrae	Santerrious Vickers
Corey Williams	Abbye Dixon Zanders, Asst. Principal

Scanned/Entered 11/5/19

# AL'DRIA CHARTER & TOURS, INC

"GIVE US A CALL, WE'LL TAKE YOU THERE"  
1209 LORD N' GARDNER LANE  
TALLAHASSEE, FLORIDA 32309  
OFFICE # (850) 251-4381  
Email: [transportation@aldriatours.com](mailto:transportation@aldriatours.com)

# INVOICE -CONTRACT-

INVOICE NO:  
DATE: 11-5-2019

"Our mission is to provide you with quality, affordable, comfortable, dependable motor coach transportation and excellent service:"

FED. ID. #59-329-4004

TO: <u>SHANKS MIDDLE SCHOOL</u>	DESTINATION: <u>ATLANTA, GEORGIA</u>
GROUP: <u>BANK MEMBERS + STAFF</u>	DATE OF DEPARTURE: <u>JANUARY 25, 2020</u>
ADDRESS: <u>1400 W. KING STREET</u>	TIME OF DEPARTURE: <u>6:00 AM</u>
<u>QUINCY, FLORIDA 32352</u>	DATE OF RETURN: <u>JANUARY 25, 2020</u>
Pickup location:	TIME OF RETURN: <u>(SAME DAY)</u>

MOTORCOACH TYPE	P.O. NUMBER# CONTRACT#	DATE OF TRIP	CONTACT PERSON	TELEPHONE#	CHARGES PER UNIT
<u>1 Coach</u>		<u>JANUARY 25, 2020</u>	<u>Bank Director</u> <u>MR. BUSH</u>	<u>(850) 238-4622</u>	<u>\$ 2400.00</u>

Thanks for choosing AL'DRIA TOURS, INC. as your motorcoach transportation provider. This is your contract, invoice, and receipt. This contract # \_\_\_\_\_ in the amount of \$ 2400.00 is forwarded for your review and approval. This charter service charges according to the information provided. If correct, please sign, date and return with itinerary and the required deposit. Deposit received \_\_\_\_\_ balance due 2400.00

### CONTRACT TERMS AND CONDITIONS

TOTAL \$ 2400.00

#### RATES: (A \$100.00 clean up fee charge per coach)

The charge for your charter coach is based on the original information given. Fees are subject to change based on adjustments to submitted itinerary. Additional hours or additional miles not agreed upon at the time of booking can usually be accommodated by having the driver seek approval from management. The organization will be charged accordingly. Driver will adhere to instructions/itinerary provided. The on-board video equipment is provided at the discretion of AL'DRIA Charter Tours, Inc. and is not a mandatory on-board amenity item. It is therefore, excluded from any 'satisfaction guarantee' in the event of unexpected equipment failure and/or tape/CD damage. The equipment is available for use at no charge: no rewinding or fast forwarding of tapes. The chartering organization must provide its own video tapes. All fees (tolls, parking, and entrance) will be charged to you. You are also responsible for driver(s) room and meals.

#### DEPOSITS: (There will be a ten (10%) trip charge for any trips taken with an unpaid balance). (Except for purchase order invoices).

A deposit and signed contract are due within ten (10) days after receiving this signed invoice/contract. Failure to receive the deposit and the contract may result in a cancellation of the charter service. The deposit is non-refundable. The remaining balance is due seven (7) days before departure. A deposit required to confirm; \$100.00 per coach for contracts up to \$999.00 and (15%) deposit for contract amounts \$1000.00 or more. Signed contracts are binding. If your group/organization secures a coach or coaches by signing this contract and paying the required deposit, you are liable for cancellation fees. For trips of any kind (including those secured with purchase orders) cancelled within 21 days or less of the departure date, full payment (price of the trip) is due. For trips cancelled 30 days or more before the departure date, the required deposit (whether prepaid or not) is due. Required methods of payment are; cash, money order, certified checks, (no personal checks) and credit cards (visa / master card).

#### FEDERAL REGULATIONS: (These regulations will not be violated-safety is our main concern)

The Department of Transportation, Bureau of Motor Carrier Safety, has adopted certain regulations for the protection and safety of both the customer and the driver. Drivers are limited to: (15) consecutive hours on duty in any one day, of this (15) hours, a maximum of (10) hours may be actual driving hours. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before resuming service or to begin a period of extended driving. Trips requiring an extra driver are an additional \$100.00 per day.

#### DISCLAIMER:

AL'DRIA Tours, Inc. reserves the right to add a fuel surcharge as dictated by increased fuel costs. It is understood and agreed that the service detailed in this contract is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. This company reserves the right to lease from other companies in order to fulfill this contract. If a mechanical failure should occur or other emergencies preventing operation, AL'DRIA Tours, Inc. is to be given reasonable time for repairs and/or be permitted to procure another coach. Limit of liability for misconduct or other unexpected happenings cannot exceed the total charter cost. AL'DRIA Tours, Inc. assumes no responsibility for lost or damaged belongings and delays in arrivals or departures which may occur due to inclement weather. Baggage and all other property will be handled by the passengers. Only the amount that can be conveniently carried may be placed in the overhead storage areas inside the motor coach. Do not leave items on the coach. No animals permitted on coaches, except guide dogs.

#### MOTORCOACH RULES: (Smoking, Drugs and Alcohol are prohibited)

The individual signing the contract represents that he/she is a representative of the Organization and he/she will be liable for the performance of this contract and that AL'DRIA Tours, Inc. may, at its option, also hold said Organization liable for breach thereof. In the event of a dispute, the prevailing party shall be awarded reasonable attorney's fees and costs. The venue shall be in Leon County, Florida. The Organization takes full responsibility for any damage to the interior of the coach (seats, windows, arm rests, shades, etc.) and excessive litter. The Organization will be charged for any damages. NO EATING PERMITTED ON COACHES: (ATTACHED BUS RULES APPLY).

ACCEPTED BY: \_\_\_\_\_

AGREED BY: Alphonso Smith

(I, the undersigned, do hereby agree to all policies outlined above.)

**PARKING & TOLLS**  
Not Included In Rate  
If Any, Extra Charges

THANK YOU FOR YOUR BUSINESS!



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2019

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RRL Insurance Agency 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934	<b>CONTACT NAME:</b> Susan Weaver <b>PHONE (A/C, No, Ext):</b> 800-333-7754 <b>E-MAIL ADDRESS:</b> sweaver@rrl-ins.com	<b>FAX (A/C, No):</b> 321-757-6182	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Al'dria Charter Tours, Inc. 1209 Lord N' Gardner Lane Tallahassee FL 32309	<b>INSURER A :</b> Pennsylvania Manufacturers' Association Insurance		12262
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 506387408

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 SUBR INSD 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:	Y	301901 0808220	8/26/2019	8/26/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP-\$10,000	Y	151901 0808220	8/26/2019	8/26/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is named as additional insured with respect to the operations of the named insured only.

**CERTIFICATE HOLDER****CANCELLATION 30 Days**

GADSDEN COUNTY SCHOOL BOARD  
 35 MARTIN LUTHER KING JR. BLVD.  
 QUINCY FL 32352

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

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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 9b

**Date of School Board Meeting:** December 17, 2019

**TITLE OF AGENDA ITEM:** Gadsden County High School

**DIVISION:** Secondary Education

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

**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. Gadsden County High School is requesting approval for an out-of-state field trip to Thomasville, GA. Please see attached documentation.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

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

**POSITION:** Area Director of Secondary Education/ Director of Adult, Career and Technical Education

-----  
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 \_\_\_\_\_

orig. Copy

REVISED 08/15/17

**FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP**

**FIELD TRIP REQUEST**

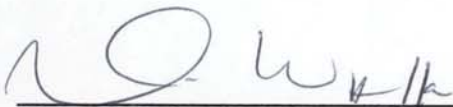
<b>SCHOOL:</b> Cadeson County High	<b>CONTACT FOR FIELD TRIP:</b> DIANE WALKER
---------------------------------------	--

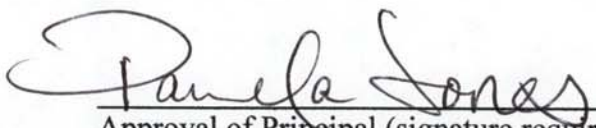
<b>DATE OF TRIP:</b> 12/26-28/19	<b>WHO IS ATTENDING: (grade/organization)</b> Girls Basketball Team
-------------------------------------	--

<b>LOCATION:</b> Thomasville Ga	<b>TRAVELING BY:</b> <input checked="" type="checkbox"/> School bus <input type="checkbox"/> Charter bus
------------------------------------	---

**PURPOSE:**  
Christmas Tournament (Basketball game)

<b>SCHOOL BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal's signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Documentation showing correlation of the Florida Standards or benchmarks to the field trip request</li> </ol>	<b>CHARTER BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal's signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Copy of charter bus contract with signatures</li> <li>5. Proof of Insurance showing either district or school as insured</li> </ol>
--	---

  
 \_\_\_\_\_  
 Signature of Person Requesting Trip

  
 \_\_\_\_\_  
 Approval of Principle (signature required)

_____ APPROVED	_____ DENIED
_____ Superintendent/Designee	_____ Date

**Please forward completed form via district mail or fax to:**  
**Mrs. Cheryl Ellison**  
**Program Assistant for Curriculum & Instruction**  
**Fax: (850) 627-3530      Email: ellisonc@gcpsmail.com**

*Gadsden County Lady Jaguars  
2019-2020  
Basketball Schedule*

<b>DATE</b>	<b>TIME</b>	<b>OPPONENT</b>	<b>LOCATION</b>
Nov. 21, 2019	6:00 & 7:30	Chiles	Home
Dec 3, 2019	5:30 & 7:00	Suwannee	Home
Dec 4, 2019	6:00	FAMU	Away
Dec. 10, 2019	6:00 & 7:30	Godby	Away
Dec. 12, 2019	6:00 & 7:30	Florida High	Away
Dec. 14, 2019	1:30 est	Choctaw	Port St. Joe
Dec. 16, 2019	5:30 & 7:00	Marianna	Home
Dec. 20, 2019	4:30	Chiles	FAMU
Dec. 21, 2019	8:30	FAMU	FAMU
Dec. 26, 2019	1:00	Valdosta	Thomasville
Dec. 27, 2019	TBA	TBA	Thomasville
Dec. 28, 2019	TBA	TBA	Thomasville
Jan. 3, 2020	5:30 & 7:00	Suwannee	Suwannee
Jan. 7, 2020	6:00 & 7:30	Leon	Home
Jan. 9, 2020	6:00 & 7:30	Florida High	Home
Jan. 13, 2020	6:00 & 7:30	Chiles	Away
Jan 16, 2020	6:00 & 7:30	Marianna	Away
Jan 21, 2020	6:00 & 7:30	Lincoln	Away
Jan. 25, 2020	5:30 & 7:00	Godby	Home
Jan. 29, 2020	5:30 & 7:00	Leon	Away
Feb. 3-4, 2020	TBA	District Tournament	Suwannee

Diane Walker (Head Coach)

Dwayne Moore (Asst. Coach)

Tamra Fitzgerald (JV Coach)

## GIRLS VARSITY ROSTER

A	12 <sup>th</sup>
N	10 <sup>th</sup>
C	10 <sup>th</sup>
Z	11 <sup>th</sup>
A	10 <sup>th</sup>
SI	11 <sup>th</sup>
T	12 <sup>th</sup>
li	12 <sup>th</sup>
T	12 <sup>th</sup>
B	12 <sup>th</sup>
L:	11 <sup>th</sup>

Jr. Varsity Players: L , T , N , A

Coaches: Diane Walker, Dwyane Moore, Tamra Fitzgerald



Gadsden County High School

**Girls Basketball Itinerary**

At 315 Hansel St, Thomasville Ga. 31792

Coaches: Diane Walker, Dwyane Moore, Tamra Fitzgerald

**December 26, 2019**

- 10:00 a.m. Depart for Thomasville Ga. (Players and Coaches)
- 1:00 p.m. Game Start (subject to change base upon delays)
- 3:00 p.m. – 4:00 p.m. Players will eat at McDonalds or Subway
- 4:00 Depart Restaurant en-route to Gadsden County High
- 6:00 p.m. Arrive back at Gadsden County High

**December 27, 2019**

- 10:00 a.m. Depart for Thomasville Ga. (Players and Coaches departure time subject to change)
- 1:00 p.m. Game Start (subject to change base upon delays)
- 3:00 p.m. – 4:00 p.m. Players will eat at McDonalds or Subway
- 4:00 Depart Restaurant en-route to Gadsden County High
- 6:00 p.m. Arrive back at Gadsden County High

**December 28, 2019**

- 1:00 p.m. Depart for Thomasville Ga. (Players and Coaches departure time subject to change)
- 4:00 p.m. Game Start (subject to change base upon delays)
- 6:00 p.m. – 7:00 p.m. Players will eat at McDonalds or Subway
- 7:15p.m. Depart Restaurant en-route to Gadsden County High
- 9:45p.m. Arrive back at Gadsden County High

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 9c

**Date of School Board Meeting:** December 17, 2019

**TITLE OF AGENDA ITEM:** Crossroad Academy Charter School

**DIVISION:** Secondary Education


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

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

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. Crossroad Academy Charter School is requesting approval for an out-of-state field trip to Thomasville, GA. Please see attached documentation.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

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

**POSITION:** Area Director of Secondary Education/ Director of Adult, Career and Technical Education

-----  
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 \_\_\_\_\_

REVISED 12/03/15

CHD  
DEC 5 19 RCVD

**FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP**

### FIELD TRIP REQUEST

<b>SCHOOL:</b> Crossroad Academy	<b>CONTACT FOR FIELD TRIP:</b> Coach Howard
-------------------------------------	--

<b>DATE OF TRIP:</b> 12/17/19	<b>WHO IS ATTENDING: (grade/organization)</b> middle school boys basketball
----------------------------------	--

<b>LOCATION:</b> Thomasville McIntyre Park	<b>TRAVELING BY:</b> <input checked="" type="checkbox"/> School bus <input type="checkbox"/> Charter bus
---	---

**PURPOSE:**  
basketball

<b>SCHOOL BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal's signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Documentation showing correlation of the Florida Standards or benchmarks to the field trip request</li> </ol>	<b>CHARTER BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal's signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Copy of charter bus contract with signatures</li> <li>5. Proof of Insurance showing either district or school as insured</li> </ol>
--	---

CH Howard  
Signature of Person Requesting Trip

[Signature]  
Approval of Principal (signature required)

APPROVED                       DENIED

[Signature]                      Rmitton  
Superintendent/Designee

12/6/19  
Date

Please forward completed form via district mail or fax to:  
**Mrs. Cheryl Ellison**  
 Administrative Assistant for Curriculum & Instruction  
 Fax: (850) 627-3530      Email: ellisonc@gcpsmail.com



# CROSSROAD ACADEMY

## CHARTER SCHOOL OF BUSINESS



470 Strong Road | Quincy, FL 32351 | Ph (850) 875-9626 | Fax (850) 875-1403  
 @lamcacs | www.mycacs.com | www.facebook.com/lamcacs  
 Kevin E. Forehand, Principal

### CHECKLIST

- Trip Itinerary
- Cost Estimation
- Lunch Request
- Parent permission Slip

### FIELD TRIP REQUEST FORM

Please make sure to include and attach all the information required on the checklist before submitting the field trip request form to the Principal.

Date: 12/17/19 Trip Sponsor(s): Coach Howard

Destination Thomasville (McIntyre park)

Organization/Grade Level Attending: middle school boys & girls basketball

Number of Students 35 Number of Chaperones 4

#### Trip Itinerary

Departure Date	12/17/19
Departure Time	4:00
Destination Arrival Time	4:45
Destination Departure Time	6:15
Lunch (If Applicable)	Dinner
Return Date	12/17/19
Return Time	8:00

Purpose /Comments: basketball game

Follow Up Assignment: \_\_\_\_\_

Standard/Benchmark: \_\_\_\_\_

Coach Howard  
Signature

11/3/19  
Date

#### ADMINISTRATIVE USE ONLY

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Signature	Date
--	---------------------------------	-----------	------

Updated: 08/01/2017



# CROSSROAD ACADEMY CHARTER SCHOOL OF BUSINESS



470 Strong Road | Quincy, FL 32351 | Ph (850) 875-9626 | Fax (850) 875-1403  
 @iamcacs | www.mycacs.com | www.facebook.com/iamcacs  
 Kevin E. Forehand, Principal

DATE: \_\_\_\_\_ MS A-Team

Name	Time In	Time Out	Notes
1. Is			
2. Je			
3. A			
4. K.			
5. R			
6. C			
7. X			
8. Ja			
9. M			
10.			

## ATTENDANCE LOG



# CROSSROAD ACADEMY CHARTER SCHOOL OF BUSINESS



470 Strong Road | Quincy, FL 32351 | Ph (850) 875-9626 | Fax (850) 875-1403  
 @iamcacs | www.mycacs.com | www.facebook.com/iamcacs  
 Kevin E. Forehand, Principal

DATE: \_\_\_\_\_ MS B-Team

Name	Time In	Time Out	Notes
1. R			
2. A			
3. A			
4. M			
5. D			
6. Ji			
7. Fa			
8. Jc			
9. Ja			
10. t			
11. C			
12. C			
13. X			

## ATTENDANCE LOG

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.:** 9d

**Date of School Board Meeting:** December 17, 2019

**TITLE OF AGENDA ITEM:** Crossroad Academy Charter School

**DIVISION:** Secondary Education


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

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

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. Crossroad Academy Charter School is requesting approval for an out-of-state field trip to Bainbridge, GA. Please see attached documentation.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

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

**POSITION:** Area Director of Secondary Education/ Director of Adult, Career and Technical Education

-----  
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 \_\_\_\_\_

CHR  
DEC 5 19 19:00

REVISED 12/03/15

**FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP**

### FIELD TRIP REQUEST

<b>SCHOOL:</b> Crossroad Academy	<b>CONTACT FOR FIELD TRIP:</b> Coach Howard
-------------------------------------	--

<b>DATE OF TRIP:</b> 1/8/20	<b>WHO IS ATTENDING: (grade/organization)</b> Middle school basketball
--------------------------------	---


<b>LOCATION:</b> Bainbridge middle school	<b>TRAVELING BY:</b> <input checked="" type="checkbox"/> School bus <input type="checkbox"/> Charter bus
--	---



**PURPOSE:**  
basketball game

- SCHOOL BUS – Required items for approval:**
1. Principal's signature
  2. Complete list of participants and chaperones
  3. Complete final itinerary
  4. Documentation showing correlation of the Florida Standards or benchmarks to the field trip request

- CHARTER BUS – Required items for approval:**
1. Principal's signature
  2. Complete list of participants and chaperones
  3. Complete final itinerary
  4. Copy of charter bus contract with signatures
  5. Proof of Insurance showing either district or school as insured

  
Signature of Person Requesting Trip

  
Approval of Principal (signature required)

<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
 Superintendent/Designee	 Date
	12/4/19

Please forward completed form via district mail or fax to:  
**Mrs. Cheryl Ellison**  
 Administrative Assistant for Curriculum & Instruction  
 Fax: (850) 627-3530    Email: ellisonc@gcpsmail.com





# CROSSROAD ACADEMY

## CHARTER SCHOOL OF BUSINESS



470 Strong Road | Quincy, FL 32351 | Ph (850) 875-9626 | Fax (850) 875-1403  
 @lamcacs | www.mycacs.com | www.facebook.com/lamcacs  
 Kevin E. Forehand, Principal

<u>CHECKLIST</u>	
<input type="checkbox"/>	Trip Itinerary
<input type="checkbox"/>	Cost Estimation
<input type="checkbox"/>	Lunch Request
<input type="checkbox"/>	Parent permission Slip

### FIELD TRIP REQUEST FORM

Please make sure to include and attach all the information required on the checklist before submitting the field trip request form to the Principal.

Date: 1/8/20 Trip Sponsor(s): Coach Howard

Destination Bainbridge middle school

Organization/Grade Level Attending: Middle school basketball games

Number of Students 35 Number of Chaperones 4

#### Trip Itinerary

Departure Date	<u>1/8/20</u>
Departure Time	<u>4:00</u>
Destination Arrival Time	<u>4:45</u>
Destination Departure Time	<u>7:15</u>
Lunch (If Applicable)	<u>Dinner</u>
Return Date	<u>1/8/20</u>
Return Time	<u>8:30</u>

Purpose /Comments: basketball games

Follow Up Assignment: \_\_\_\_\_

Standard/Benchmark: \_\_\_\_\_

Kevin Howard  
Signature

11/3/19  
Date

<u>ADMINISTRATIVE USE ONLY</u>			
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Signature	Date

Updated: 08/01/2017



# CROSSROAD ACADEMY CHARTER SCHOOL OF BUSINESS



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@iamcacs | www.mycacs.com | www.facebook.com/iamcacs  
Kevin E. Forehand, Principal

DATE: \_\_\_\_\_ MS A-Team

Name	Time In	Time Out	Notes
1. Is _____			
2. Je _____			
3. A _____			
4. K _____			
5. R _____			
6. C _____			
7. X _____			
8. Ja _____			
9. M _____			
10. _____			

## ATTENDANCE LOG



# CROSSROAD ACADEMY CHARTER SCHOOL OF BUSINESS



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@iamcacs | www.mycacs.com | www.facebook.com/iamcacs  
Kevin E. Forehand, Principal

DATE: \_\_\_\_\_ MS B-Team

Name	Time In	Time Out	Notes
1. R			
2. A			
3. A			
4. N			
5. D			
6. J			
7. F			
8. J			
9. J			
10. T			
11. C			
12. C			
13. X			

## ATTENDANCE LOG



# CROSSROAD ACADEMY

## CHARTER SCHOOL OF BUSINESS



470 Strong Road | Quincy, FL 32351 | Ph (850) 875-9626 | Fax (850) 875-1403  
@iamcacs | www.mycacs.com | www.facebook.com/iamcacs  
Kevin E. Forehand, Principal

### CACS Girls Middle School Basketball

	Name	Number
M		
Lc		
D		
Jc		
M		
Jæ		
D		
A		
G		
Jæ		
M		
M		
<b>Coach: Pearlean James</b>		

"At Crossroad Academy, We take the Business of Education, Seriously!"

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 10a

**DATE OF SCHOOL BOARD MEETING:** December 17, 2019

**TITLE OF AGENDA ITEM:** Request to Advertise Notice of Intent to Adopt Policies

**DIVISION:**

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

**PURPOSE AND SUMMARY OF ITEM:**

This is to request approval to advertise a Notice of Intent to Adopt/Amend Policies.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Roger Milton

**POSITION:** Superintendent of Schools \_\_\_\_\_

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: \_\_\_\_\_

**THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA  
NOTICE OF INTENT TO ADOPT POLICIES**

DATE OF THIS NOTICE: December 17, 2019

The School Board of Gadsden County, Florida hereby gives notice of its intent to adopt/amend Gadsden County School Board Policies.

**PURPOSE AND EFFECT:** The purpose and effect of these policy adoptions is to establish rules that govern processes while conducting business on behalf of the Board.

**RULEMAKING AUTHORITY:** Subsection 1001.41(2), Florida Statutes

**LAWS IMPLEMENTED:** 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1002.20, 1002.31, 1002.38, F.S.

**SUMMARY OF THE ESTIMATED ECONOMIC IMPACT:** NONE

**FACTS AND CIRCUMSTANCES JUSTIFYING RULE:** It is necessary to adopt/amend School Board Policies for the effective operation of the Gadsden County School District consistent with requirements of Florida Statutes and Federal Regulations.

**A PUBLIC HEARING WILL BE HELD DURING THE BOARD MEETING SCHEDULED FOR 6:00 P.M.  
ON:** Tuesday, January 28, 2020

**PLACE:** Max D. Walker School Administration Building  
35 Martin Luther King, Jr., Blvd.  
Quincy, Florida 32351

IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE SCHOOL BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ANY SUCH HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

**NAME OF THE PERSON ORIGINATING THIS RULE:**

**Roger P. Milton**  
Superintendent of Schools

**NAME OF THE PERSON WHO APPROVED THIS RULE:**

Roger P. Milton  
Superintendent of Schools

**DATE OF SUCH APPROVAL:** December 17, 2019

A COPY OF THE POLICIES PROPOSED FOR ADOPTION MAY BE EXAMINED DURING BUSINESS HOURS AT THE MAX D. WALKER SCHOOL ADMINISTRATION BUILDING, 35 MARTIN LUTHER KING, JR. BLVD., QUINCY, FLORIDA 32351.

Roger P. Milton, Superintendent of Schools  
For Gadsden County, Florida, and Secretary and  
Chief Executive Officer of the School Board of  
Gadsden County, Florida.

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### CHARTER SCHOOLS

3.90

The purpose of this policy is to ensure the highest quality of instruction and safety for all Charter School participating students and to maintain accountability for the appropriate use of all allocated resources.

#### I. Eligibility to Apply

- A. A proposal for a new charter school may be made by an individual, teachers, parents, group of individuals, a municipality, or any legal entity organized under the laws of the state of Florida. The school shall organize as a nonprofit organization prior to receiving approval as a charter school with the School Board.
- B. The principal, teachers, parents and/or the school advisory council at an existing public school that has been in operation for at least two (2) years may submit a proposal for converting the school to a charter school, provided that they demonstrate the support of at least fifty percent (50%) of the teachers then currently employed at the school and fifty percent (50%) of the parents voting whose children are then currently enrolled in the school. A majority of the parents eligible to vote must participate in the ballot process. The ballot process must be conducted in accordance with State Board of Education rule.
- C. A charter school may operate a virtual charter school to provide full time online instruction to eligible students. An existing charter school may become a virtual charter school by amending its charter or submitting a new application.
- D. Private schools, parochial schools and home education schools are not eligible for charter status. A charter school may not be affiliated with a nonpublic sectarian school or religious institution and shall be nonsectarian in programs, admission policies, employment practices and operations.

#### II. Timelines for Approving Charter Schools

The School Board shall annually accept applications on or before February 1 ~~August 1~~, and staff may provide technical assistance to organizations and individuals submitting proposals. Before approving or denying any application, the district shall allow the applicant, upon receipt of written notification, at least seven (7) calendar days to make technical or non-substantive corrections and clarifications. A charter school application shall be approved or denied no later than ninety (90) ~~sixty (60)~~ calendar days after receipt

of the application unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date. An approved charter school will open 18 months later (at the beginning of the district's school year) or to be opened at a time determined by the applicant. ~~to allow sufficient time for the governing board of a charter school organization to obtain fiscal, material, facility, students, staff and other resources for start up for the succeeding fall school term.~~ However, a charter school may defer the opening of the school for up to three (3) ~~two (2)~~ years to provide time for adequate facility planning.

### III. Application

- A. Proposals for charter schools shall be submitted on the application form prepared by the Department of Education. The application does not constitute the charter which will be considered the legal contract between the School Board and the school organizational body.
- B. ~~An applicant may submit a draft application on or before May 1 with a \$500.00 application fee. The Superintendent's designee shall review the application and provide feedback regarding material deficiencies in the application by July 1. The applicant may revise and resubmit the application by August 1.~~
- C. Before final approval or denial of an application, the District shall notify the applicant in writing if technical or nonsubstantive corrections need to be made or signatures need to be added if the errors may cause denial of the application. The applicant will be allowed at least seven (7) calendar days to make the corrections.
- D. The application shall include
  1. All items required by Florida Statutes.
  2. Proof of insurability from an adequate rated insurer with a policy of no less than one million dollars (\$1,000,000) for errors and omissions and general liability coverage to include but not limited to prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured vs. insured, consultants and independent contractors.
  3. Coverages for property and casualty equal to replacement costs for school structures and contents, automobile and workers' compensation.
  4. An indemnification or hold harmless agreement releasing the School Board of all liability for actions by the charter school governing body or its employees.



- E. The applicants and members of the governing body of the proposed charter school shall submit with the application a complete set of fingerprints taken by an employee of the School District who is trained to take fingerprints. These fingerprints shall be submitted to the appropriate state and federal law enforcement agencies for processing with the cost borne by the applicant and charter school governing body members.
- F. The applicants, members of the governing body, and all proposed service providers shall disclose the name and sponsor of any charter school operated by an applicant, governing board member, or service provider that has closed, the reason for the closure, and the academic and financial history of those charter schools.

IV. Charter

- A. Within thirty (30) days of approving a charter school application, the District shall provide an initial proposed charter contract to the charter school.
- B. The applicant and the District shall have forty (40) ~~forty-five (45)~~ days to negotiate the charter and provide notice for final approval of the charter contract.
- C. The following elements shall be included in the school's charter agreement with the School Board:
  - 1. School vision and mission
  - 2. Students to be served (ages, grades, current school or zone and projected FEP categories)
  - 3. Student criteria for admissions, selection process and dismissal procedures
  - 4. Marketing/recruitment plan
  - 5. Method for achieving racial and ethnic balance of student population
  - 6. FTE enrollment verification process
  - 7. Focus of the curriculum with emphasis on reading
  - 8. Instructional methods to be used, including service to ESE, ADA and ESOL students and students who are reading below grade level

9. Current baseline standard of student achievement, outcomes to be achieved and method(s) of measurement
10. Methods used to identify the educational strengths and needs of students and how well goals are met by the students
11. Participation in the statewide assessment program
12. Method for determining that a student has met graduation or promotion requirements
13. *Code of Student Conduct* consistent with District policies and discipline code
14. Method of identification and acquisition of appropriate technologies needed to improve educational and administrative performance
15. Means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards
16. Nature of parent involvement
17. Conflict resolution strategies for students, parents and staff
18. Methods for resolving conflict between School Board and governing body of the charter school
19. Program evaluation and reporting plan
20. Annual progress reports to include state required information
21. Status as a private or public employer
22. Staff status related to certification or subcontracting
23. Strategies that will be used to recruit, hire, train, and retain qualified staff to achieve best value
24. Staff selection process, including fingerprinting and criminal background check

25. Disclosure of employees of the charter school who are related to the owner, board of directors, president, superintendent, school administrator or other person with decision making authority at the charter school
26. Qualifications of teachers which must be disclosed to parents
27. Professional development plan
28. Alternative arrangements for students and teachers at a converting public school who choose not to participate
29. Charter School Board members and background checks including fingerprinting for governing body
30. Articles of incorporation and governance structure, including names, addresses, financial disclosure to include the same requirements as in Florida Statutes
31. Financial and administrative management of school
32. Internal financial controls and audit process
33. Proposed budget including salary and benefits of staff and letter of credit or other funds to cover start-up costs
34. Procedure for notification by auditor if school is in a state of financial emergency or deficit financial position
35. Insurance coverage at specified limits no less than one million dollars (\$1,000,000) for errors and omissions and general liability and property equal to replacement costs of all structures and contents
36. Indemnification or hold harmless agreement
37. Transportation, food service or other plans and agreements with the District or other contractors
38. Facilities to be used and their location and evidence of all codes having been met
39. Length of agreement
40. Renewal and modification of the agreement

- 41. Provision for cancellation of the agreement for insufficient progress
- 42. Implementation timetable

- D. The District shall provide academic student performance data to charter schools for each of their students coming from the District, as well as rates of academic progress of comparable student populations in the District school system.
- E. The governing body shall exercise continuing oversight over charter school operations.
- F. The governing body shall participate in governance training approved by the Department of Education.
- G. After a public hearing to ensure community input, the governing body of the charter school and the District shall sign the charter.

#### V. Approval

- A. The School Board shall review all completed applications for a charter school received on or before ~~February 1~~ August 1 of each calendar year for charter schools to be opened at 18 months later (at the beginning of the district's next school year) or to be opened at a time determined by the applicant. ~~the beginning of the District's next school year or within the next two (2) years if the applicant requests that the opening be deferred.~~ The School Board shall by a majority vote of the full Board approve or deny a formal application no later than ~~sixty (60)~~ ninety (90) days after receiving the completed application during the submission period, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date. ~~following a public hearing to ensure community input.~~
- B. If the Board denies an application for a charter, the Board shall provide notice of denial to the applicants in writing within ten (10) days after the meeting at which the Board denied the application. The notice must specify the exact reason(s) for denial, based on good cause, and must provide documentation supporting those reasons. The notification shall also be submitted to the Department of Education.

#### VI. Selection Criteria

Utilizing the Department of Education evaluation instrument, the School Board shall consider but is not limited to using the following criteria to evaluate applications for charter school approval:

- A. Mission, guiding principles, and purpose
- B. Target population and student body
- C. Educational program design
- D. Curriculum plan
- E. Student performance, assessment, and evaluation
- F. Exceptional students
- G. English language learners
- H. School culture and discipline
- I. Supplemental programming
- J. Governance
- K. Management and staffing
- L. Human resources and employment
- M. Professional development
- N. Student recruitment and enrollment
- O. Parent and community involvement
- P. Facilities
- Q. Transportation
- R. Food service
- S. School safety and security
- T. Budget
- U. Financial management and oversight

V. Start-up plan

VII. Nonrenewal or Termination of Charter

A. At the end of the term of a charter, the School Board may choose not to renew the charter for any of the following grounds:

1. Failure to participate in the state's education accountability system or failure to meet the requirements for student performance stated in the charter.
2. Failure to meet generally accepted standards of financial management.
3. Material vViolation of law, or
4. Other good cause shown.

B. During the term of a charter, the School Board may terminate the charter for ant of the grounds listed in paragraph VII.A. If the health, safety, or welfare of the student(s) is threatened, the charter may be terminated immediately.

C. At least ninety (90) days prior to renewing or terminating a charter, unless a state of emergency exists, the School Board shall notify the governing body of the school of the proposed action in writing, detailing the grounds for the action and stipulating that ~~a request for an informal a hearing may be requested~~ the school's governing board may within fourteen (14) calendar days of receipt of the notice request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings.

~~1. Within sixty (60) days after receipt of the request for a hearing, the School Board may~~

~~a. Conduct a direct hearing and decide upon nonrenewal or termination by a majority vote or~~

~~b. Elect to have a hearing conducted by an administrative law judge assigned by the Department of Administrative Hearings. The School Board may adopt or modify by majority vote the order recommended by the judge,~~

2. The administrative law judge's final order shall be submitted to the sponsor and shall award to the prevailing party attorney fees and costs incurred during the administrative proceeding and any appeals. The

~~School Board shall issue the final order which shall state the specific reasons for the Board's decision. The final order shall be provided to the charter school and the Department of Education within ten (10) days after its issuance.~~

3. Within thirty (30) calendar days after receiving the final order, the charter school governing board may appeal the decision as allowed by law.
- D. After all school grade appeals are final, a charter school's charter contract is automatically terminated if the school earns two (2) consecutive grades of "F" unless the school meets certain criteria.
- E. A charter may be terminated by a charter school's governing board through voluntary closure.
- F. In the event a charter is not renewed or is terminated, the School District may assume the operation of the school, or the school shall be dissolved and students assigned to other public schools. All unencumbered funds, as well as property and improvements, furnishings and equipment purchased with public funds shall automatically revert to full ownership of the School Board.
- G. If a charter is not renewed or is terminated, the governing body of the school is responsible for all debts of the charter school. The District shall not assume the debt from any contract for services made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the governing body of the school and the School Board and that may not reasonably be assumed to have been satisfied by the District.
- H. If a charter is not renewed or is terminated, any unencumbered capital outlay funds provided pursuant to 1013.62, F.S., and federal charter school program grant funds shall revert to the Department of Education for redistribution among other eligible charter schools.

#### VIII. Tuition Prohibition

A charter school shall not charge tuition or fees, except those fees normally charged by other public schools.

#### IX. Rule Exemptions

A charter school shall be exempt from all School Board policies except those pertaining to health, safety, civil rights, financial records, accountability related to student

enrollment reports, financial audits, and collective bargaining agreements if the staff chooses to remain part of the District bargaining unit(s).

#### X. Personnel Options

- A. Charter school employees may bargain collectively as a separate unit or as part of the existing applicable District collective bargaining unit(s).
- B. If teachers at a charter school choose to be part of a professional group that subcontracts with the charter school to operate the instructional program under the auspices of a partnership or cooperative that they collectively own, they shall not be considered public employees.
- C. Employees of the School District may ~~take leave for up to three (3) years to accept employment in a charter school~~ take leave to accept employment in a charter school upon the approval of the district school board. While employed by the charter school and on approved leave, the employee may retain seniority accrued in the district and may ~~upon the approval of the School Board and shall maintain seniority accrued in the School District. They may continue to be covered by the benefit program of the School District only if the charter school and the School Board agree to the arrangement and its financing.~~
- D. Teachers employed or under contract to a charter school shall be certified as required by Florida Statutes or if not certified, contracted with according to the provisions defined in Florida Statutes.
- E. The charter school shall conduct screenings and employment history checks, as required by law, on candidates for instructional and administrative positions that require direct contact with students.
- F. All governing board members and employees of a charter school shall be fingerprinted and shall undergo a background screening as provided for in Florida Statutes.
- G. The governing body of a charter school may elect to participate in the Florida Retirement System after proper application and approval under Florida Statutes.

#### XI. Funding

Students enrolled in a charter school shall be funded the same as students enrolled in a basic or special program in any other public school in the District.



- A. Each charter school shall report its student enrollment to the District School Board as required by Florida Statutes and School Board policy and procedures. The School Board shall include each charter school's enrollment in the District's report of students.
- B. Charter schools whose students or programs meet the eligibility criteria in law shall be entitled to their proportionate share of all Florida Education Finance Program and General Appropriations Act funds, gross state and local funds, discretionary funds, categorical program funds and federal funds. Total funding for each charter school will be recalculated during the year to adjust for the actual weighted full-time equivalent and eligible students reported by the school and the revised calculations under the Florida Education Finance Program, following the October and February Full Time Equivalent (FTE) counts.
- C. Any administrative fee charged by the School District to the charter school shall be no more than five percent (5%) of the available funds defined in XI.B. The District may only withhold an administrative fee for enrollment up to and including two hundred fifty (250) students. The District may only withhold an administrative fee for enrollment up to and including five hundred (500) students within a system of charter schools that meets designated criteria. Administering the contract includes providing technical assistance, monitoring policy compliance and processing financial, student and other records or required reports. This does not include contract(s) for other specific services to staff or student participation in the benefit packages or other special programs. The fees for these services will be negotiated and will be determined on an actual cost basis.
- D. The School District shall make every effort to ensure that charter schools receive timely and efficient reimbursement with payment issued no later than ten (10) working days after receipt of funding or pay a penalty of one percent (1%) interest per month. Under no circumstances will the School District advance funds before a charter school is open, but the School Board may approve a charter before the applicant has secured space, equipment or personnel if the applicant indicates approval is necessary for it to raise working capital.

## XII. Facilities Requirement

A charter school shall utilize facilities which comply with the Florida Building Code adopted pursuant to Florida Statutes, the Florida Fire Prevention Code pursuant to Florida Statutes and the comprehensive land use plan as adopted by the authority in whose jurisdiction the facility is located. A certificate or temporary certificate of occupancy may be required by the School District within fifteen (15) days of the opening of school.

### XIII. Length of the School Year

A charter school shall provide instruction for at least one hundred eighty (180) days and may provide instruction for additional days. Reimbursement for additional days of instruction will be subject to the limits of the Florida Education Finance Program, General Appropriations Act and other rule or programs that restrict funding to the School District. Upon approval of a charter application, the initial startup must be consistent with the beginning of the school year calendar(s) adopted by School Board.

### XIV. Monitoring and Review

- A. The Superintendent, or designee, and the District internal auditor shall have ongoing responsibility for monitoring the health, safety and well being of students and the fiscal responsibility of all approved charter schools. The Superintendent, the Superintendent's designee, the District internal auditor and all School Board members shall have free and open access to the charter school at all times.
- B. The charter school shall submit a monthly financial report to the School District.
- C. Annually, no later than forty-five (45) calendar days following the end of the regular school term, the governing body of the charter school shall submit the following for School Board review:
1. The charter school's progress towards achieving the goals outlined in its charter;
  2. The charter school's annual report to parents pursuant to Florida Statutes;
  3. An annual financial audit report obtained by the school reflecting generally accepted financial accounting standards;
  4. Salary and benefit levels of school employees;
  5. Certification status of instructional personnel; and
  6. Any other information provided by the school, the Superintendent or the internal auditor.
- D. Upon receipt of the required annual report, the School Board shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports.

- E. If a deteriorating financial condition is identified, the School District shall notify the governing board of the charter school and the Commissioner of Education within seven (7) business days. The governing board and District shall develop a corrective action plan and submit the plan to the Commissioner of Education within thirty (30) business days after notifying the charter school.
- F. If a certified public accountant or an auditor finds that a charter school is in a state of financial emergency, the charter school shall file a detailed financial recovery plan with the District and Commissioner of Education no later than thirty (30) days after receipt of the audit. The Superintendent or designee shall monitor implementation of the recovery plan.
- G. A charter school that receives a school grade of D shall report to the District regarding areas of deficiency. The charter school shall submit a school improvement plan for approval by the School Board. The Superintendent or designee shall monitor implementation of the plan in accordance with Florida Statutes.

XV. Appeal Process

- A. An applicant may appeal any denial of an application for a charter school to the State Board of Education no later than thirty (30) days after the School Board's final decision or failure to act on an application. The State Board of Education must accept or reject the decision of the School Board no later than ninety (90) days after an appeal is filed, and remand the application with its written recommendation to the School Board.
- B. The School Board shall act upon the recommendation of the State Board of Education no later than thirty (30) days after it is received.
- C. The decision of the State Board of Education is a final action subject to judicial review.
- D. A governing body may appeal the School Board's decision not to renew or to terminate a charter as outlined in VII.C.

XVI. Immunity

For the purposes of tort liability, the governing body and employees of a charter school shall be governed by Florida Statutes. The School Board shall assume no liability for actions of the governing body of the charter schools or its employees.

**STATUTORY AUTHORITY:**

1001.41, 1001.42, F.S.

**LAW(S) IMPLEMENTED:**

120.68, 1001.02, 1001.43, 1002.33, 1002.331,  
1002.345, 1002.45, 1002.455, 1013.62, F.S.

**STATE BOARD OF EDUCATION RULE(S):**

6A-6.0781, 6A-6.0787

**HISTORY:**

**ADOPTED:** 10/22/2019  
**REVISION DATE(S):** 00/00/0000  
**FORMERLY:**

**DRAFT**

**CHAPTER 4.00 - CURRICULUM AND INSTRUCTION**

**STUDENT PROGRESSION PLAN**

**4.11\*+**

The School Board shall approve the *Student Progression Plan* and copies shall be maintained at the central office, on the District website, and at each school. The Plan shall be pursuant to Florida Statutes and shall be comprehensive to include student performance standards and promotional and graduation requirements for Grades K-12, adult and general education, exceptional student education, dual enrollment, career and technical education, job entry, vocational education and alternative compensatory education. The plan shall include options for virtual instruction, academic acceleration and early high school graduation. After School Board approval, the District's *Student Progression Plan* shall be made a part of this rule.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.43, 1002.3105, 1002.321,  
1003.4156, 1003.4281, 1003.4295,  
1003.437, 1003.49, 1008.25, F.S.**

**HISTORY:**

**ADOPTED: 10/22/2019  
REVISION DATE(S): 00/00/0000  
FORMERLY:**

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

### ACADEMIC AND CAREER PLANNING

4.18

- I. Middle grade students shall participate in a career and education planning course during the sixth, seventh or eighth grade. The course must be internet-based, customizable to each student, and include research-based assessments to assist with determining educational and career options and goals. Career exploration shall be included in the curriculum. The purpose of this course shall be to enable students and parents to develop realistic a personalized academic achievement and career goals for postsecondary experience. ~~By the end of the course, each student shall have completed a four (4) to five (5) year academic and career plan (ePersonal Education Planner) based on postsecondary and career goals.~~
- II. The academic and career plan shall include
- A. A destination;
  - B. A major area of interest;
  - C. A list of courses to meet the requirements of the destination and major area of interest.
  - D. A detailed explanation of the requirements for earning a high school diploma designation.
  - E. The requirements for each scholarship in the Florida Bright Futures Scholarships Program
  - F. The requirements for state university and Florida College System institution admission.
  - G. Opportunities available to earn college credit in high school, including Advanced Placement courses; the International Baccalaureate Program; the Advanced International Certificate of Education Program; dual enrollment, including career dual enrollment; and career education courses.

- III. Destinations shall include
- A. Four (4) year college or university, community college plus university, or military academy degree;
  - B. Two (2) year postsecondary degree;
  - C. Postsecondary career certificate;
  - D. Immediate employment or entry level military; or
  - E. A combination of any of these destinations.
- IV. The destinations shall accommodate the needs of exceptional education students to the extent appropriate for individual students. These students may follow the courses outlined in the *Student Progression Plan*.
- V. Completion of the academic and career plan shall be required for promotion to grade nine (9).
- VI. Secondary schools shall ensure that students and parents are aware of the destinations and the process of developing and revising academic plans.
- VII. The District shall encourage the business community to support career preparation by providing internships and apprenticeships.
- VIII. Each high school principal shall
- A. Designate an instructional or administrative staff member to serve as a specialist who will
    - 1. Coordinate the use of student achievement strategies;
    - 2. Assist teachers in integrating academic and career curricula, using technology, providing feedback about student achievement and implementing career and technical preparation programs;
    - 3. Coordinate the review of academic plans; and
    - 4. Coordinate the collection and retention of signed academic plans.
  - B. Implement strategies to improve reading, writing and mathematics skills and eliminate deficiencies in these areas.

- C. Ensure that each student shall have an academic advisor if parental involvement is not evident.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.43, 1003.4156, 1003.491, F.S.**

**HISTORY:**

**ADOPTED: 10/22/2019**  
**REVISION DATE(S): 00/00/0000**  
**FORMERLY: NEW**

**DRAFT**



## CHAPTER 4.00 – CURRICULUM AND INSTRUCTION

### DISTRICT AND STATE-WIDE ASSESSMENT PROGRAM

4.60+

- I. Provisions of the District and statewide testing program for students shall be set forth in the *Testing Handbook for District Schools*. The handbook shall be approved by the School Board and is hereby incorporated by reference and made a part of these rules.
- II. No student shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any District testing program on the basis of race, color, religion, gender, age, national or ethnic origin, political or religious beliefs, marital status, sexual orientation, pregnancy, disability if otherwise qualified, genetic information, or social and family background.
- III. Measurement of student performance shall be the responsibility of the District for subjects and grade levels that are not measured under the statewide standardized assessment program.
- II. The statewide standardized end of course assessment shall be used as the final cumulative examination for the relevant course. A local assessment may be required as the final cumulative examination for a course that is not assessed under the statewide assessment program. A student enrolled in an Advanced Placement (AP), International Baccalaureate (IB), or Advanced International Certificate of Education (AICE) course who takes the respective AP, IB, or AICE assessment and earns the minimum score necessary to earn college credit, does not have to take the EOC assessment for the corresponding course.
- IV. The uniform calendar of assessment and reporting schedules, provided by the Department of Education, shall be published on the District website. The District assessment schedule and required information shall be incorporated into the uniform calendar.
- V. Test modifications shall be made for students with disabilities and Individual Education Plans (IEP) to ensure aptitude and achievement are measured and not their disability.
- VI. The parent, as defined by Florida Statutes, of each student must be notified regarding the progress of the student towards achieving state and District expectations for proficiency in reading, science, writing and mathematics. A student's state assessment results and the results of district-required local assessments must be reported to the parent.
- VII. The District shall provide student performance results on statewide standardized assessments and district-required local assessments to instructional personnel for the purpose of improving instruction.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**1000.21, 1001.11(5), 1001.43, 1008.22, 1008.34, F.S.**

**HISTORY:**

**ADOPTED: 10/22/2019**  
**REVISION DATE(S): 00/00/0000**  
**FORMERLY:**

**DRAFT**

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

### HOME EDUCATION PROGRAM

4.70

The School Board encourages the enrollment of all resident school-age children in this District in public schools or in registered private schools so that they may enjoy the benefits of a well-planned educational program and the socialization possible in a group environment.

The Board recognizes its responsibility for assuring that every resident school-age child is enrolled in an approved school or is offered an equivalent education elsewhere and designates the Superintendent to act in its behalf.

All requests to educate a child in an equivalent education (home-education) program are to be submitted to the Superintendent.

#### Responsibilities

A parent or guardian who registers a child in a home education program shall meet the following requirements of Florida statute:

- A. notify the Superintendent of his/her intent to establish a home education program;
- B. maintain a portfolio of records and materials;
- C. provide for an annual educational evaluation.

If the parent or guardian of a child who has been identified as exhibiting a pattern of non-attendance enrolls a child in a home education program pursuant to Florida statute, the Superintendent shall provide the parent a copy of F.S. 1002.41 and the accountability requirements of F.S. 1003.26.

#### Notification

A parent establishing a home education program shall:

- A. provide written notice to the Superintendent of the intent to establish and maintain a home education program within thirty (30) days of the start of the program;

The notice must be signed by the parent/guardian and include the names, addresses, and birth dates of all the children who shall be enrolled as students in the home education program. The Superintendent shall accept the notice and immediately register the home education program upon receipt of the notice.

- B. provide written notice to the Superintendent's office within thirty (30) days of the termination of the home education program.

## Records

A parent or guardian of a home school student shall maintain a portfolio or records and materials that includes:

- A. a log of educational activities made contemporaneously with the instruction and which designates by title any reading materials used;
- B. samples of any writing, worksheets, workbooks, or creative materials used or developed by the student;
- C. preserve the portfolio for a minimum of two (2) years and make it available to the Superintendent for inspection upon fifteen (15) days written notice.

## Evaluation

The parent or guardian of each child in a home education program shall provide for an annual educational evaluation to document educational progress commensurate with the child's abilities. The parent/guardian shall select the method of evaluation from those provided in statute and shall file a copy annually with the Superintendent. The evaluation shall consist of one (1) of the following:

- A. An evaluation of the child's progress by a Florida certified teacher chosen by the parent (or the parent if certified) based on a review of the portfolio and discussion with the student.
- B. Any nationally-normed student achievement test (such as, ACT, SAT) that is administered by a certified teacher.
- C. A State student assessment test, administered by a certified teacher, at a location and under testing conditions approved by the School District. The School District shall provide the test materials, monitored site and test results when adequate notice is given to the District.
- D. An evaluation by a psychologist holding a valid active license pursuant to Florida statutes.
- E. An evaluation with another other valid measurement tool as mutually agreed upon by the Superintendent and the parent/guardian.

Failing to submit an annual evaluation places the home education program in non-compliance and the Superintendent may, after notice to the parent, terminate the home education program and enroll the student in the public school of residence to meet the compulsory attendance law. If the student has not made educational progress commensurate with his/her abilities, the parent/guardian has one (1) year to provide remedial instruction. At the end of that year, the child shall be re-evaluated. Continuation in the home education program is contingent upon showing educational progress that is commensurate with his/her level of ability. If progress is not demonstrated by the end of the one (1) year probationary period the Superintendent shall assign the student to the appropriate public school.

### School District Responsibilities

The School District shall facilitate a parent request to implement and maintain a home education program through the following:

- A. The Superintendent shall identify an office to facilitate the parent notification of the intent to establish a home school program and to assist parents with finding resources and support for the implementation of a program of instruction.
- B. The Superintendent shall review and accept the result of the annual evaluation. If the child does not demonstrate progress, the Superintendent shall notify the parent/guardian in writing that such progress has not been achieved.
- C. Home education students who are gifted or have identified disabilities and who qualify for exceptional student education services shall be allowed to participate in those programs offered in the public schools consistent with an approved Individual Education Plan. Parents/Guardians shall be provided assessment for eligibility for ESE services upon request and shall be involved in the development of the student's Individualized Educational Plan (IEP).
- D. Home education students are not eligible for a regular high school diploma. A home education student may take the General Education Development (GED) test at an approved education center and be awarded a GED diploma by the State of Florida if the student receives a passing score.
- E. A home education student shall be allowed to participate in middle and high school extra-curricular and interscholastic extra-curricular activities in their zoned school and take any associated courses, provided the parent/guardian documents satisfactory attainment of the required 2.0 grade point average (GPA) and demonstrates educational progress in each subject taken in the home education program.
- F. Home education students shall be allowed to enroll in any class offered at a District school for part of the day. A Home education student may enroll in a public school solely for career and technical courses or programs. Industry certifications, national assessments and statewide assessments offered by the district shall be available to the home education program student. Enrollment in other non-ESE classes shall be on a space available basis in the home zone school with prior approval of the school principal.

Parents are responsible for the transportation of students in home education/private schools programs both to and from the public school. The school principal will establish the time and place for the arrival and departure of home education/private school student accepted into the part-time program. All home education/private school students who attend the District on a part-time basis are subject to the same relevant rules and regulations as full-time students.

## Placement

Placement in the regular school program from a home education program shall follow the requirements of the District's *Student Progression Plan* as applied to out of county, foreign, and other non-accredited or non-traditional school. The principal's decision, following a review of documentation of performance or examination results and a conference with the parent or guardian, shall be final.

## Transfer of High School Credit

Students placed above ninth grade shall have credits required for a diploma pro-rated accordingly. Course credits earned through participation in the Florida On-Line High School or other State or regionally accredited school or program shall be accepted when a transfer request is made from a home school program to a District high school and appropriate documentation is provided. Credit may be also awarded to home school students who transfer into the public school system based on the following:

- A. a special course approved in the State Course Code Directory with prior approval of a high school principal;
- B. demonstrated academic performance in the classroom;
- C. portfolio evaluation by the Superintendent;
- D. written recommendation by a Florida certified teacher selected by the parent and approved by the principal;
- E. demonstrated proficiencies on standardized subject area assessments; or
- F. demonstrated proficiencies on the FCAT or other State-mandated standardized test.

## Field Trips and Other Activities

Home school students may not participate in activities or field trips sponsored by a school other than middle and high school extracurricular or interscholastic extra-curricular activities unless they are enrolled in a related program or class at the school. Home school students may participate in District wide community sponsored activities that include non-public school students, such as history, science, spelling, or speech contests or fairs.

### STATUTORY AUTHORITY:

1001.01,1001.41 F.S.

### LAW(S) IMPLEMENTED:

490.003 (7), (8), 1002.41, 1003.21 F.S.

### HISTORY:

ADOPTED: 10/22/2019  
REVISION DATE(S): 00/00/0000  
FORMERLY:

*CHAPTER 5.00 – STUDENTS*

**REQUIREMENTS FOR ORIGINAL ENTRY**

**5.10**

- I. Any student who initially enrolls in the District shall be required to have on file with the immunization registry a present certification of immunization for those communicable diseases as required by Florida Statutes. Any child who is excluded from participation in the immunization registry must present or have on file with the school such certification of non-participation.
  - A. Students who are under twenty-one (21) years of age and are attending adult education classes shall present certification of immunization for communicable diseases.
  - B. A transfer student may be granted thirty (30) days to provide documentation of school-entry health examination and certification of immunization record.
  - C. Exceptions may be granted as provided in Florida Statutes.
- II. Students in Grades PK-12 who enter Florida public schools for the first time shall present evidence of a health examination within the twelve (12) month period prior to their initial entrance.
  - A. Any student who was previously enrolled in a Florida school and who seeks admission may be granted thirty (30) days to secure documentation of a school health examination.
  - B. The Superintendent may grant exceptions to this rule pursuant to Florida Statute.
  - C. The health examination shall be completed by a health professional who is licensed in Florida or in the state where the examination was performed.
- III. Any student who was previously enrolled in an out-of-state public school and who seeks admission to a District school shall be admitted on the basis of admission requirements established in the state in which the student resided prior to moving to the county, except as provided in this rule.
- IV. A student entering a District school from a private or nonpublic school shall be assigned to a grade based on placement tests, age, and previous school records.

- V. Any student who initially enrolls in the District shall be required to report any previous school expulsions, arrests resulting in a charge and juvenile justice actions the student has had and any prior referrals to mental health services. If the student is admitted, the student may be placed in an appropriate educational program and referred to mental health services identified by the school district, when appropriate, at the direction of the School Board. The District may waive or honor the final order of expulsion or dismissal of a student if an act would have been grounds for expulsion according to the receiving District School Board's *Code of Student Conduct*.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.43, 1003.01, 1003.21, 1006.07, 1003.22, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6A-6.024**

**HISTORY:**

**ADOPTED: 10/22/2019**  
**REVISION DATE(S): 00/00/0000**  
**FORMERLY:**



**CHAPTER 5.00 – STUDENTS**

**CHILDREN OF MILITARY FAMILIES**

**5.18**

- I. The District shall recognize the provisions of the *Interstate Compact on Educational Opportunities for Military Children* and shall address the educational transition issues faced by military families.
- II. Assistance to children of military families, as defined in the *Compact*, shall include but not be limited to
  - A. Enrollment and eligibility;
  - B. Educational records;
  - C. Placement;
  - D. Attendance; and
  - E. Graduation.
- III. A student must be considered a resident for enrollment purposes and provided preferential treatment in the controlled open enrollment process when presented with an official military order advising that the parent is transferred or pending transfer to a military installation within the school district.
- IV. The Superintendent shall develop procedures to assist students who are children of military families and to remove barriers to educational success.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**1000.36, 1001.43, 1003.05, F.S.**

**HISTORY:**

**ADOPTED: \_\_\_\_\_**  
**REVISION DATE(S): \_\_\_\_\_**  
**FORMERLY: NEW**

**CHAPTER 5.00 – STUDENTS**

**ZERO TOLERANCE FOR SCHOOL RELATED CRIMES**

**5.32\***

- I. It is essential that schools be safe and orderly to provide environments that foster learning and high academic achievement. The District shall strive to protect students, staff, visitors and volunteers from harm and to protect victims of crime from further victimization. This policy applies to conduct on School District property, school or District provided transportation and at any school or District sponsored activity. This policy implements the zero tolerance policy as outlined in Florida Statutes.
- II. Acts that pose a serious threat to school safety are those acts that endanger the life or safety of a student, staff member or other person on campus or at a school or District sponsored activity. Such acts include but are not limited to
- A. Aggravated battery;
  - B. Armed robbery;
  - C. Arson;
  - D. Battery or aggravated battery on a teacher or other school personnel;
  - E. Kidnapping or abduction;
  - F. Murder;
  - G. Manslaughter;
  - H. Possession, use or sale of a controlled substance;
  - I. Possession, use or sale of any explosive devise;
  - J. Possession, use or sale of any firearm or weapon;
  - K. Sexual battery.
- III. Acts that are considered petty misconduct may disrupt the educational process but do not endanger the life or safety of an individual. Such acts include but are not limited to

- A. Cellular telephone violation;
  - B. Defiance of authority;
  - C. Disruption, minor;
  - D. Dress code violation;
  - E. Eating or drinking on the bus;
  - F. Forgery;
  - G. Horseplay;
  - H. Leaving campus without permission;
  - I. Lying or misrepresentation;
  - J. Profanity;
  - K. Vehicle parking violation.
- IV. The District shall establish agreements with the county sheriff's office and local police department(s) that provide for reporting conduct that threatens school safety and obtaining assistance from the appropriate law enforcement agency. Law enforcement consultation is not required for petty acts of misconduct which are not a threat to school safety.
- V. The District shall report to the appropriate law enforcement agency any act that poses a threat to the safety or welfare of students, staff and other persons on school property or at school events or is a serious violation of law. The following acts when committed on School District property or at a District activity shall be reported to the appropriate law enforcement agency:
- A. Alcohol violation;
  - B. Alcohol, sale or distribution;
  - C. Arson;
  - D. Battery;

- E. Bomb or biochemical threat;
- F. Breaking and entering or burglary;
- G. Disruption of school, major;
- H. Drug use, sale or distribution;
- I. Explosives, possession or use;
- J. Extortion;
- K. False alarm;
- L. Firearms violation;
- M. Gang-related activity;
- N. Hate crime;
- O. Illegal organization, membership;
- P. Robbery;
- Q. Sexual battery;
- R. Sexual harassment;
- S. Sexual misconduct;
- T. Sexual offense;
- U. Stalking;
- V. Trespassing;
- W. Weapons violation;
- X. Any felony as defined by Florida Statutes.

- VI. Consultation with law enforcement is required when a student commits more than one misdemeanor, to determine if the act should be reported.
- VII. The school principal shall notify all school personnel of their responsibility to report to the principal or his/her designee crimes or incidents posing a threat to school safety and ensure the incident is properly documented.
- VIII. Students found to have committed one of the following offenses on school property, school sponsored transportation or during a school sponsored activity shall be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year and be referred to the criminal justice or juvenile justice system:
- A. Bringing a firearm or weapon as defined in Chapter 790, Florida Statutes, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.
  - B. Making a threat or false report as defined in Florida Statutes, Sections 790.162 and 790.163 respectively, involving school or school personnel's property, school transportation or a school-sponsored activity.
  - C. Assault or battery on specified officials or employees in violation of Section 784.081, Florida Statutes.
  - D. Hazing as defined in 1006.135, Florida Statutes.
- IX. When a student is formally charged with a felony or a delinquent act that would be a felony if committed by an adult, the Superintendent shall notify appropriate personnel including the principal, the transportation director, the student's classroom teachers, the student's bus driver and other school personnel who directly supervise the student.
- X. The School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion.
- XI. The Superintendent may consider the one (1) year expulsion requirement on a case by case basis and request the School Board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system.

- XII. If a student committing any of the offenses in this policy is a student with a disability, the School Board shall comply with the applicable State Board of Education rules.
- XIII. Any student found to have committed a violation of Section 784.081(1), (2) or (3), Assault or Battery on Specified Officials or Employees, shall be expelled or placed in an alternative school setting or other program as appropriate. Upon being charged with the offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.
- XIV. A student or his/her parent may request a review by the Superintendent of any disciplinary action taken by the District. Such request must be submitted in writing to the Superintendent within ten (10) days of the imposition of disciplinary action.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**120.57(1), 775.08, 784.081, 790.162, 790.163, 985.04,  
1001.42, 1001.43, 1001.54, 1003.31, 1006.07, 1006.08,  
1006.09, 1006.13, 1006.135, 1006.14, 1012.28, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6A-6.03311**

**HISTORY:**

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CHAPTER 6.00 – HUMAN RESOURCES

CERTIFICATION OF ADMINISTRATIVE  
AND INSTRUCTIONAL PERSONNEL

6.20\*

No person shall be employed or continued in employment if he/she does not hold or is ineligible to hold a Florida Educator's Certificate, a local certificate, or a certificate issued by a Florida School District that has a reciprocal agreement with the School District or holds a professional license. However, a person may be employed under emergency conditions, pursuant to Florida Statutes, or may qualify as noncertificated instructional personnel pursuant to School Board rules. The staff member shall be responsible for maintaining a valid certificate. The staff member shall register his/her certificate and each certificate reissuance or renewal in the District office as soon as the Department of Education issues the new validity period on the certificate.

- I. The Superintendent shall designate a certification contact person to work directly with the Bureau of Educator Certification, Florida Department of Education, to assist personnel with certification issues.
  - A. If an individual employed by the District does not achieve a passing score on any subtest of the general knowledge examination, the District must provide information regarding the availability of state-level and district level supports and instruction to assist in achieving a passing score.
  - B. Information must include state-level test information guides, school district test preparation resources and preparation courses offered.
- II. An individual nominated for an instructional position shall be properly certificated, be eligible for certification, meet conditions prescribed in State Board of Education rules or qualify for employment or re-employment as a nondegreed vocational education or adult education teacher based on School Board rules.
- III. Pursuant to Sections 1012.39, 1012.55 and 1012.57, employment of temporary instructors, teachers of adult education, non-degreed teachers of career education, adjunct educators, career specialists, and experts in the field, each school district will establish the minimal qualifications for the issuance of \*\* County Public Schools Certificates. Such certificates establish eligibility for employment, but do not confer a right to employment.
  - A. The School Board defines an adjunct educator as a teacher who has expertise in the subject area to be taught. A teacher shall be considered to have expertise in the subject area to be taught if the teacher demonstrates sufficient subject area mastery through passage of a subject area test. The district is permitted to issue adjunct certificates to qualified applicants.

- B. Adjunct certificate holders should be used primarily to enhance the diversity of course offerings offered to all students.
- C. Adjunct teaching certificates issued for full time teaching positions are valid for no more than three (3) years and are nonrenewable.

**STATUTORY AUTHORITY:**

1001.41, 1012.22, 1012.23, F.S.

**LAW(S) IMPLEMENTED:**

1001.43, 1011.60, 1012.24,  
1012.54, 1012.55, 1012.56, 1012.57, F.S.

**STATE BOARD OF EDUCATION RULE(S):**

6A-1.0501, 6A-1.0502, 6A-1.0503

**HISTORY:**

ADOPTED: 10/22/2019  
REVISION DATE(S): 00/00/0000  
FORMERLY:

DRAFT



## CHAPTER 8.00 - AUXILIARY SERVICES

### SCHOOL SAFETY

8.10

- I. The safety of pupils, employees and visitors shall be the responsibility of the authorized person in charge of each site owned or operated by the School Board. The supervisor of each site or facility shall cause to be established a safety committee which shall be responsible for the promotion of a safety education and accident prevention program for that site.
- II. Schools shall cooperate with the police, sheriff's department, fire department and other agencies promoting safety education.
- III. To assist in carrying out the responsibilities for safety, each principal shall appoint a member of the staff as school safety coordinator.
- IV. No person shall bring on any School Board premises or have in his/her possession or in his/her vehicle any School Board property, any firearm, weapon or destructive device unless such weapon is required as part of his/her regular job responsibilities.
- V. School Environmental Safety Incident Reporting. The Superintendent shall develop and implement procedures for timely and accurate reporting of incidents related to school safety and discipline and shall provide training to appropriate personnel in accordance with law and State Board of education rules. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data to report the 26 incidents of crime, violence and disruptive behaviors that occur on school grounds, on school transportation, and at off-campus, school sponsored events to the Department Of Education.
- VI. Nonmedical School District personnel shall not perform invasive medical services that require special medical knowledge, nursing judgment and nursing assessment including, but not limited to, sterile catheterization, nasogastric tube feedings, cleaning and maintaining a tracheotomy and deep suctioning of a tracheotomy. Nonmedical assistive personnel can perform health related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician or a physician assistant. These procedures, which include but are not limited to clean intermittent catheterization, gastrostomy tube feedings, monitoring blood glucose and administering emergency injectable medications, must be monitored by a nurse. A

registered nurse, licensed practical nurse, physician or physician assistant shall determine if nonmedical School District personnel shall be allowed to perform any other invasive medical services not listed above.

- VII. A child under the age of sixteen (16) shall wear appropriate headgear as required by law for any equine activity on a public school site. Students shall wear appropriate headgear when participating in an off campus, school sponsored equine activity as required by law.
- VIII. The Superintendent shall develop and present to the Board for approval appropriate emergency management and emergency preparedness plans.
- IX. The District shall annually conduct a self-assessment of safety and security practices. Based upon this self-assessment and other concerns, if applicable, the Superintendent shall present appropriate recommendations to the School Board for increasing safety and security and the School Board shall take such actions as it deems necessary and appropriate to address safety and security in the District or at individual sites.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**316.614, 773.06, 1001.43, 1006.062(3), 1006.07, F.S.**

**HISTORY:**

**ADOPTED: \_\_\_\_\_**  
**REVISION DATE(S): \_\_\_\_\_**  
**FORMERLY:**

## CHAPTER 6.00 – HUMAN RESOURCES

### CONTRACTS: INSTRUCTIONAL AND ADMINISTRATIVE PERSONNEL

6.18\*

Any person employed as a member of the instructional staff shall hold a valid Florida Educator's Certificate or professional license except as noted elsewhere in policy. Any person employed as an administrator shall meet those qualifications as enumerated in the Board adopted job description. All instructional and administrative staff shall be entitled to and shall enter into a written contract with the School Board as provided by law. All contracts shall be on forms prescribed by the Commissioner of Education. Any member of the instructional or administrative staff who is willfully absent from duty without leave shall forfeit compensation for the time absent, and his/her contract shall be subject to cancellation by the Board.

- I. Contracts with instructional staff. Each member of the instructional staff shall receive an annual or professional services contract in accordance with the provisions of law. The first ninety-seven (97) days of the initial contract shall be a probationary period during which the employee may be dismissed without cause. The contract shall be in accordance with the duly adopted salary schedule of the Board and shall be for a definite term of service.
- II. Contracts with administrative staff. Each member of the administrative staff on initial employment shall be given a written contract for a period not to exceed three (3) years subject to the condition that renewal of the contract from year to year will be based on an annual review of the services rendered and renewed only when acceptable and satisfactory service has been rendered. The first ninety-seven (97) days of the initial contract shall be a probationary period during which the employee may be dismissed without cause.

When the administrative staff member has rendered three (3) years of satisfactory and acceptable service, the School Board may enter into a contract for a fixed period of time not to exceed three (3) years. Any further renewal of the contract shall be based on a review and evaluation made during the last year of the contract and any additional contract shall be for a period of time not to exceed three (3) years.

- III. The minimum time which may be recognized as a year of service for contractual purposes shall be full-time actual service rendered under contract for more than one-half (1/2) of the number of days or more than one-half (1/2) the number of total hours required for the normal contractual period of service for the position held. In determining

such service, sick leave and holidays for which the employee received compensation shall be counted, but all other types of leave and holidays shall be excluded.

Any claim to a year of service for salary purposes shall be the equivalent of the service required for a continuing, instructional service, annual, or multi-year contract. Credit for service rendered in another state or as otherwise allowed under the adopted salary schedule shall be determined by using the minimum service required in the District for a comparable position and in accordance with provisions of the applicable collective bargaining agreement.

In determining the number of days that must be served to constitute a full year of out-of-state teaching experience, the existing regulations of the State or District in which the contract was executed shall be used as the criteria.

- IV. Full or part-time employees of the Board shall not contract for additional service to the Board as consultants.

**STATUTORY AUTHORITY:**

1001.41, 1012.22, 1012.23, F.S.

**LAW(S) IMPLEMENTED:**

120.57, 1001.43, 1012.22,  
1012.32, 1012.33, 1012.56, F.S.

**STATE BOARD OF EDUCATION RULE(S):**

6A-1.0502, 6A-1.064

**HISTORY:**

**ADOPTED:** 10/22/2019  
**REVISION DATE(S):** 00/00/0000  
**FORMERLY:**