

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

May 25, 2021

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

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

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**

- a. April 27, 2021, 4:30 p.m. – School Board Workshop
- b. April 27, 2021, 6:00 p.m. – Regular School Board Meeting
- c. April 28, 2021, 9:00 a.m. – School Board Retreat
- d. May 11, 2021, 5:00 p.m. – Special School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)

- a. Personnel 2020 – 2021 – **SEE PAGE #5**

ACTION REQUESTED: The Superintendent recommends approval.

- b. Personnel 2021 - 2022 – **SEE PAGE #7**

ACTION REQUESTED: The Superintendent recommends approval.

- c. Gadsden County Public Schools Organizational Chart 2021 – 2022
SEE PAGE #11

ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

- a. Board Review Requested for the 2020 – 2021 Third Quarter Financial Statements from Crossroad Academy Charter School - **SEE PAGE #25**

Fund Source: All Public Funds at Crossroad Academy Charter School
Amount: Crossroad Academy Charter School Financial Statements Attached

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Board Approval for Amendments to the Contractual Agreement with Rostan Solutions, LLC for Professional Services Dealing with FEMA – **SEE PAGE #29**

Fund Source: Eligible for FEMA Reimbursement of 75% of Cost and Florida Division of Emergency of Management of 12 ½ % of Cost; Initial cash flow is provided by Insurance Recovery Funds
Amount: Hourly payments based on utilization of services – Status of FEMA Projects – in appeals process

ACTION REQUESTED: The Superintendent recommends approval.

- b. Paraprofessional to Professional Partnership Program - **SEE PAGE #51**

Fund Source: Title II, Part A (2020- - 2021 funding period)
Amount: \$28,307.15

ACTION REQUESTED: The Superintendent recommends approval.

- c. EdforTech Gadsden Integrative STEM PD – **SEE PAGE #60**

Fund Source: Title IV Part A: Student Support and Academic Enrichment
Amount: \$56,315.00

ACTION REQUESTED: The Superintendent recommends approval.

- d. Strengthening Teaching and Instructional Leadership – **SEE PAGE #67**

Fund Source: Title II, Part A
Amount: \$57,115.00

ACTION REQUESTED: The Superintendent recommends approval.

- e. FSU Multidisciplinary Services 2021-22 School Year – **SEE PAGE #85**

Fund Source: FEFP Dollars
Amount: \$25,000.00

ACTION REQUESTED: The Superintendent recommends approval.

- f. Request Approval for Erate Funded Services – **SEE PAGE #96**

Fund Source: USAC-Erate/District Erate Funding: \$472,445.31
Amount: \$606,040.37 District Funding: \$133,595.06

ACTION REQUESTED: The Superintendent recommends approval.

- g. Renewal of Charter School Contract – **SEE PAGE #165**
 Fund Source: General Fund
 Amount: To Be Determined by FEFP (Florida Education Finance Program) Generated by Annual Enrollment
 ACTION REQUESTED: The Superintendent recommends approval.
- h. FOCUS School Software Contract – **SEE PAGE #212**
 Fund Source: General Fund (Capital Outlay)
 Amount: \$75,164.00
 ACTION REQUESTED: The Superintendent recommends approval.
- i. PAEC Student Data Services Resolution and Contract – **SEE PAGE #217**
 Fund Source: General Fund (Capital Outlay)
 Amount: Base sum of \$13,500.00 plus a sum per the most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year Estimate and WDIS as per the 2020-21 year’s enrollment @ a rate of \$0.946537517
 ACTION REQUESTED: The Superintendent recommends approval.

9. SCHOOL FACILITY/PROPERTY

- a. Purchase Order Request (Clemons, Rutherford and Associates)
SEE PAGE #221
 Fund Source: Insurance Recovery
 Amount: \$31,200.00
 ACTION REQUESTED: The Superintendent recommends approval.
- b. Request to Announce the Intent to Pre-Qualify Contractors – **SEE PAGE #224**
 Fund Source: Varies by project but could be from state, federal, grant, insurance or FEMA
 Amount: Varies by project
 ACTION REQUESTED: The Superintendent recommends approval.
- c. Purchase Order Request (Coggin Chev at the Avenues) – **SEE PAGE #255**
 Fund Source: General Fund (as allocated and approved in the September 8, 2020 Final Original Budget for the 2020–21 school year)
 Amount: \$105,160.00
 ACTION REQUESTED: The Superintendent recommends approval.
- d. Purchase Order Request (Matthews Buses Florida) – **SEE PAGE #258**
 Fund Source: General Fund (as allocated and approved in the September 8, 2020 Final Original Budget for the 2020–21 school year)
 Amount: \$470,162.00
 ACTION RQUESTED: The Superintendent recommends approval.

- e. Disposal of Gretna Elementary School Property – **SEE PAGE #271**
ACTION REQUESTED: The Superintendent recommends approval.
- 10. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS
 - a. Approval of Job Description – **SEE PAGE #272**
Fund Source: N/A
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
 - b. Request to Advertise Notice of Intent to Amend/Adopt Policies - **SEE PAGE #279**
Fund Source: N/A
Amount: N/A
ACTION REQUESTED: The Superintendent recommends approval.
- 11. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
- 12. SCHOOL BOARD REQUESTS AND CONCERNS
- 13. ADJOURNMENT

THE SCHOOL BOARD OF GADSDEN COUNTY

6a & b



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

Elijah Key
Superintendent
keye@gcpsmail.com

"Putting Children First"

May 25, 2021

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 2020-2021

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

The following reflects the total number of full-time employees in this school district for the 2020-2021 school term, as of May 25, 2021.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees May 2021</u>
Classroom Teachers and Other Certified	120 & 130	364.00
Administrators	110	55.00
Non-Instructional	150, 160, & 170	<u>389.00</u>
		808.00

Sincerely,

Elijah Key, Jr.
Superintendent of Schools

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

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

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

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

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

AGENDA ITEM 6A INSTRUCTIONAL AND NON INSTRUCTIONAL 2020/2021

INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Belneau, Kamaria	GCHS	Guidance Counselor	04/20/2021

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Hobbs, Ashawntee	HMS	Educational Paraprofessional	05/10/2021
Jackson, Skyla	JASMS	Educational Paraprofessional	04/26/2021
Miller, Jayda	GCHS	Educational Paraprofessional	04/28/2021
Moye, Tracy	WGMS	Educational Paraprofessional	05/12/2021
Pride, Princess	Head Start	Program Assistant	05/10/2021
Robinson, Shamar	Head Start	Program Assistant	05/03/2021

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

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Fagg, Willie	WGMS	Educational Paraprofessional	04/22/2021
Gilcrease, Shakiriya	Professional Learning	Program Assistant	05/28/2021
Grandison, Sophia	WGMS	Teacher	02/19/2021
Keaton, Kaedretis	GWM	Teacher	05/07/2021
Moye, Tracy	GEMS	Educational Paraprofessional	04/20/2021
Smith, Rose-Anna	HMS	Teacher	04/30/2021

RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Peters, John	Maintenance	Maintenance Worker	02/01/2021

OUT OF FIELD

<u>Name</u>	<u>Location</u>	<u>Area out of Field</u>	<u>Number of Periods</u>
Belneau, Kamaria	GCHS	Guidance Counselor	All Periods

SUBSTITUTES

Teachers
Cooley, Kristal

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2021-2022

District

Anderson, Millie	ESE	Program Specialist
Baker, Kavontaye	ESE	Physical Therapist
Bascom, Chinita	ESE	Program Specialist
Black, Rutha	Media/Technology	Computer Programmer
Brown-Byrd, Stephanie	Business and Finance	Account Clerk
Bulger, Sharon	Professional Learning	Administrative Assistant
Butler, Martha	Administration	Administrative Assistant
Byrd, Lakeisha	ESE	School Psychologist
Chavers, Lisa	School Food Service	Account Clerk
Dawkins, Shekinah	Business and Finance	Account Clerk
Daniels, Anitria	Media and Technology	Administrative Assistant
Davis, Mary	Administration	Administrative Assistant
Dennis, Wytonia	Business and Finance	Chief Account Clerk
Ellison, Cheryl	Administration	Program Assistant
Frost-Lawson, Andrea	Business and Finance	Account Clerk
Francis, Carolyn	Federal Programs	Volunteer Coordinator
Geathers, Amanda	ESE	School Psychologist
Hale, Desmona	Media/Technology	System Support Specialist
Hall, Laurel	Business and Finance	Account Clerk
Harris, Abria	Federal Programs	Math Specialist
Henry, Felita	ESE	School Psychologist
Herring, Regina	ESE	Computer Operator
Jackson, Hilda	ESE	Program Specialist
Jackson, Rolanda	District	Visiting Teacher
Johnson, Vicki	Federal Programs	Parent Resource Coordinator
Kent, Joseph	Media/Technology	Technology Training Specialist
King, Melanie	Business and Finance	System Support Specialist
Lanier, Mary	District	Receptionist
McKinnon, Caroline	District	Coordinator, Assessment
Milton, Paula	School Food Service	Coordinator, SFS
Peterson, Cheryl	District	Reading Specialist
Robinson, Calvin	Federal Programs	Math Specialist
Robinson, Crystal	Human Resources	Staff Assistant
Robinson, Sandra	Human Resources	Human Resources Specialist
Sierra, Nancy	Human Resources	Personnel Specialist
Solz, Brooke	District	Reading Specialist
Suber, Angela	ESE	Computer Operator
Thomas Johnny	Media/Technology	Network Coordinator
Watkins, Robin	Parent Services	Secretary
Youmans, Darlean	Media/Technology	Coordinator, Technology

District NA

Akins, Cedric	Media/Technology	Technician
Gammon, Odis	School Food Service	Warehouse Worker/Driver
Hinson, Thomas	Media/Technology	Technician
Jenkins, Robert	Media/Technology	Technician
Stevens, James	District	Custodian

District NP

Riggins, Larissa	Media/Technology	Technician
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AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2021/2022

PS INSTRUCTIONAL

Denington, William
Glover Vanessa
Rollinson, Latonya
Rouse, Daphnee
Touchton, Susan

Davis, Stephan
Davis, Vincent
Dawkins, Tamara
Dawson, Lydia
Delk, Caroline
Dickey, Shelia
Donaldson, Nekittrae

James, Alexander
Jean-Pierre, Carl
Johnson, Gregory
Jones, Chaneidre
Jones, Heather
Kelly, Sanura
Kelly, Tracy
Kenon, Aayana
Kimbrell, Cynthia
Knight, Devonta
Knight, Nishani
Knight, Tichina
LaCount, Portia
Landrum, Jerlin
Lawrence, Kaya
Lee II, Edward
Leland, Latara
Lewis, Jari
Lewis, Pierre
Linden, Evelyn
Livingston, Lori
Logan, June
Long, Azure
Lovett, Tosha
Luckey, Anthony
McClendon, Marilyn
McCray, Vonkelia
McCray, Stephanie
McMillian, Brittany
McMillan, Sandra
McMillon, Tamita
McNeal, Kimberly
McNealy, Eleanor
McPhaul, David
Mallepogu Reuben, Bennet Robinson
Manion, Buford
Manning, Regina
Martin, Charlene
Martin, Marsha
Mason, Brenda
Mathew, Sancho
Mathews-Nelloms, Dionne
Matos, Gloria
Mayo, Mercado
Miles, Krystal
Mitchell, Lakisha
Monroe, Patrice
Moore, H. Gerard
Moss, Johnika

AC INSTRUCTIONAL

Adams, Tracy
Agama, Nyesha
Akins, Serena
Ali, Rosita
Allen, Sabrina
Alls, Deondra
Anderson, Jennifer
Anderson, Martha
Bailey, Latrisa
Bailey, Rhett
Baker, Sharita
Battles, Linda
Battles, Lucretia
Belford, Kimberly
Bell, Naomi
Belneau, Kamaria
Bradwell, James
Braham, Radian
Branch, Whitney
Brinson, William
Brown, Bennie
Brown, James
Brown, Michael Ashley
Brown, Willie
Bryant, Cynthia
Bryant, Phillip
Bullock, Gino
Chandler, Tamara
Chickory, Allisia
Colston, Rowena
Combs, Eugenia
Commodore, Shirley
Critelli, Susan
Dale, Jakesha
Dallas, Katherine
Dama, Kranthi
Daniels, Yakesia
Dantley, Rechelle
Dauphin, Stephanie
Davis, Jasmine
Davis, Javad
Davis, Latheria
Davis, Lynda

Estelle, Randall
Evans, Lee
Everett, Tiffany
Ferguson, Javonna
Forehand, Gwendolyn
Franklin, Onyx
Franklin, Stone
Frederick, Cassandra
Galloway, Tireshia
Gardiner, Grace
Gee, Wendy
Goldfarb, Andrea
Gonzalez, Charlotte
Goodson, Sandra
Gordon, Shakila
Grant, Jacqueline
Gray Jr., Gerald
Green, Candace
Griffin, Ashley
Grimsley, Alesia
Gurley, Anita
Hairston, Tunisia
Hargrett, Bianca
Harley, Angelina
Harmon, Ashleigh
Hartsfield-Denson, Tiffany
Hatcher, George
Hatcher Jr., Terry
Hawk, Demarien
Henderson, Stacy
Henson, Edna
Hinson, Ruth
Holt, Jamaal
Hopkins, Kysha
House, Ira
House, Lauren
Howard, Abdual
Hughes, Katanga
Israel, Hezekiah
Israel, Obadiah
Israel, Sarah
Ivery, Cherkieza
Jackson, Tameshia

AC INSTRUCTIONAL

Murphy, Sallie
Murray, Wanda
Murray-McMillon, Shannon
Nallathambi, Prathap Singh
Nelson, Rena
Nia, Tia
Nogowski, John
O'Malley, John
Peoples, Twyla
Pitamber, Ankita
Polite, Blair
Price, Cynthia
Pringle, Meishikia
Pruitt, Shonda
Read, Angela
Richardson, Natasha
Riggins, Vann
Rittman, Brenda
Rivera, Josie
Roberts, Natalie
Robinson, Dominga
Robinson, Khalik
Robinson, Laquitta
Rodier, Christopher
Sailor, Barbara
Sailor, Dalis
Sailor, Kimberly
Sanon, Tracey
Scott, Andre
Shaw, Shelia
Sheals, Maurice
Shields, Erin
Simmons, Venetta
Simpkins, Alonzetta
Smith, Brenton
Smith, Brittany
Smith, Kaloma
Snelling, Tiani
Starks, Tammy
Stoll, Rebecca
Sully, Michael
Taylor, Audrey
Taylor, Kaleigh
Taylor, Michelle
Terrelonge, Kevin
Thames, Shemaiah
Thomas, Brittanca
Thomas, Cierra
Thomas, Keyunna
Thomas, Marvin
Thomas, Shirlean

Thomas, Tarrie
Toussaint, Eric
Vickers, Annette
Washington, Alex
Washington, Charita
Washington, Latonya
Weeks, James
West, Pauline
White, Christopher
Wiggins, Cleanita
Wiggins, Mellany
Williams Jr., Charles
Williams, Jade
Williams, Marshall
Wilson-Lewis, Sonja
Wilson-Thompson, Ingrid
Yates, Wendy
York, Jade

PART TIME

Dowdell, Garrett
Suber, Alfred

JROTC

Roberts, Charlie
White, Kevin

Social Worker

Evans, Dee Ella
Lee, Keyondio
Lazarine, Lupe
Smith, Armanda
Murphy, Bianca
Richardson, Jessica

**Coor, Health & Drug Free Schools
& Athletics**

Fuller, Corey

Graduation Coach

Lightfoot, Tomeka

Attendance

Cherry, Steve

**NON-INSTRUCTIONAL
PERMANENT NP**

**EDUCATIONAL
PARAPROFESSIONAL**

Bouie, Veronica
Bush, Thahaya
Childress, Melinda
Davis, Sharon
Dixon, Betty
Faison, Evelyn
Fields, Sandra
Harrison, Noah
Kenon, Cynthia
Kincy, Carol
McSwain, Gloria
Munroe, Sonja
Thompson, Felicia
Tsigbey, Jennifer
Wright, Shandra
Wynn, Vira

CUSTODIANS

Betsey, Antwan
Jones, Marshall
Kirkland, Juan
Lee, Willie
McCloud, Estella
Oliver, Clifford
Robinson, Lamar
Seymore, David
White, Danny
Winbush, Rondall

CUSTODIAL ASSISTANT

Alexander, Estelle
Favors, John
Gordon, Stenet
Hobbs, Carolyn
Kenon, Geraldine
Lee, Katherine
McCall, Barbara
Munroe, Lisa
Reed, Willie Mae
Shannon, Keysha
Walker, Cedric
Williams, Sharon
Winbush, Latoya
Wood, Terell

SFS WORKERS

Carroll, April
Cogman, Hattie
Deshazier, Toby
Coster, Earnestine
Jones, Morhonda
Mitchell, Jennifer
Reglin, Earnestine
Sanders, Sylvia
Spears, Mary
Williams, Pamela

TRANSPORTATION

Lanier, Tron
Lewis, Rogers
Lewis, Sheila
Mabry, Velyetta
Maynor, Charlie
McCray, Wanzella
McNealy, Nathaniel
Milton, Dorothy
Paul, Charleston
Rodriguez, Carlos
Scott, Hope
Shaw, Jacqueline
Wilson-Mitchell, Renesia
Williams, Pamela

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 6c

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Gadsden County Public Schools Organizational Chart 2021-2022

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

The purpose of this item is to get approval of the 2021-2022 organizational chart.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Elijah Key

POSITION: Superintendent of Schools

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

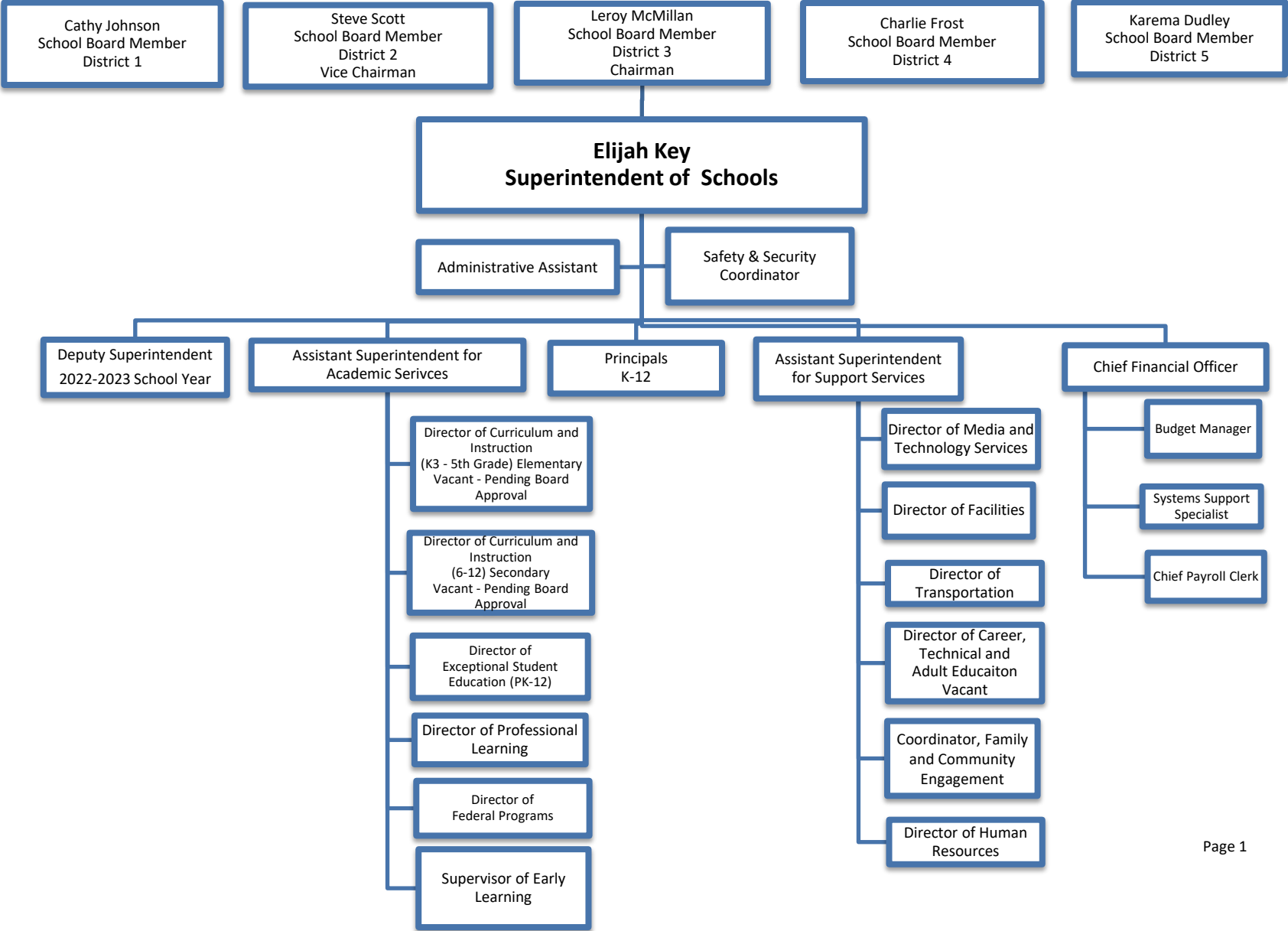
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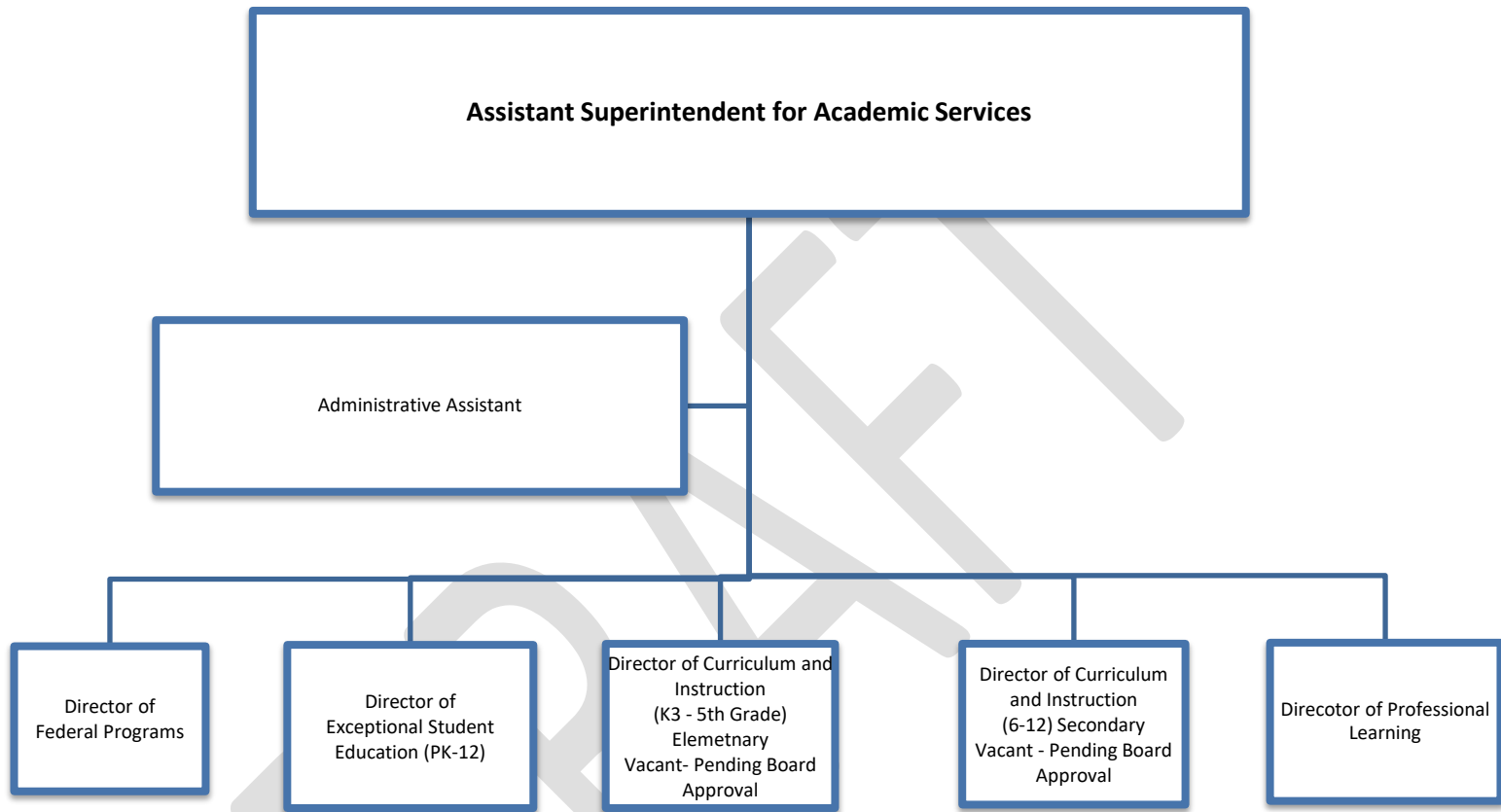
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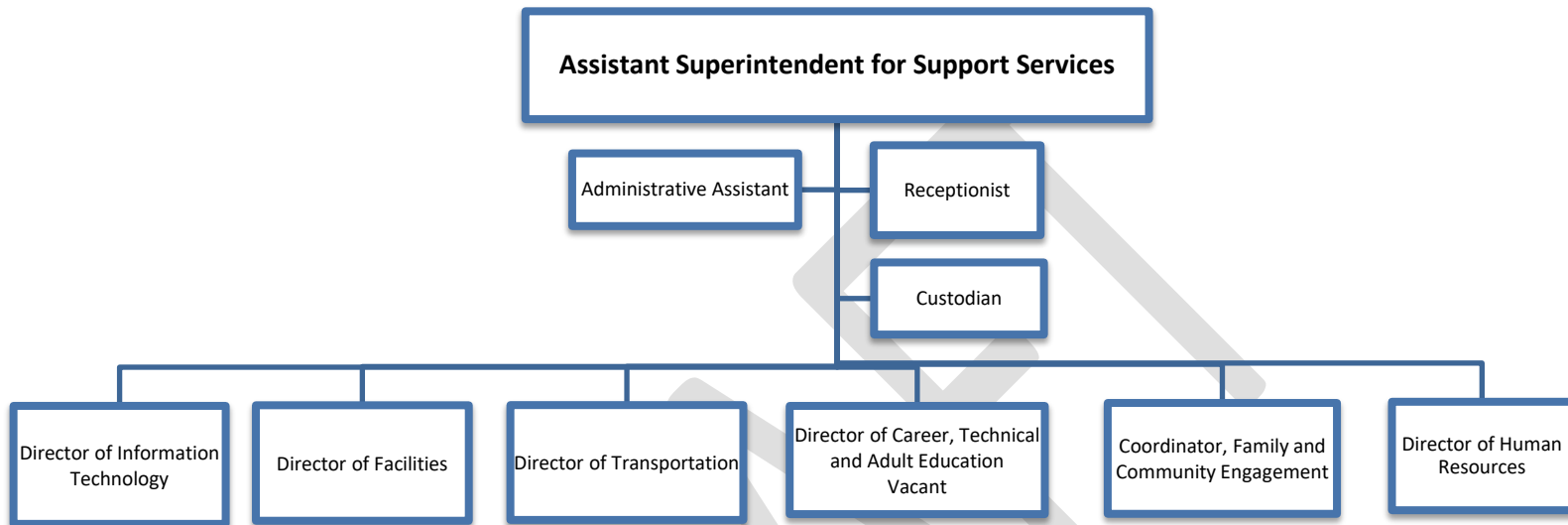
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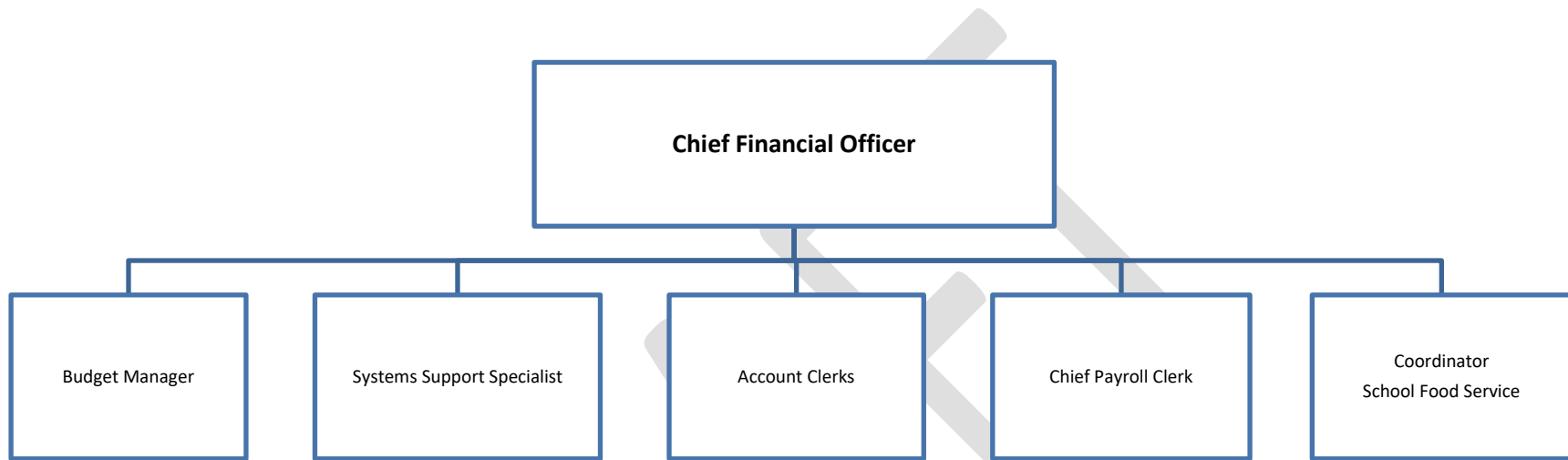
**Gadsden County Public Schools
Organizational Chart 2021-2022**

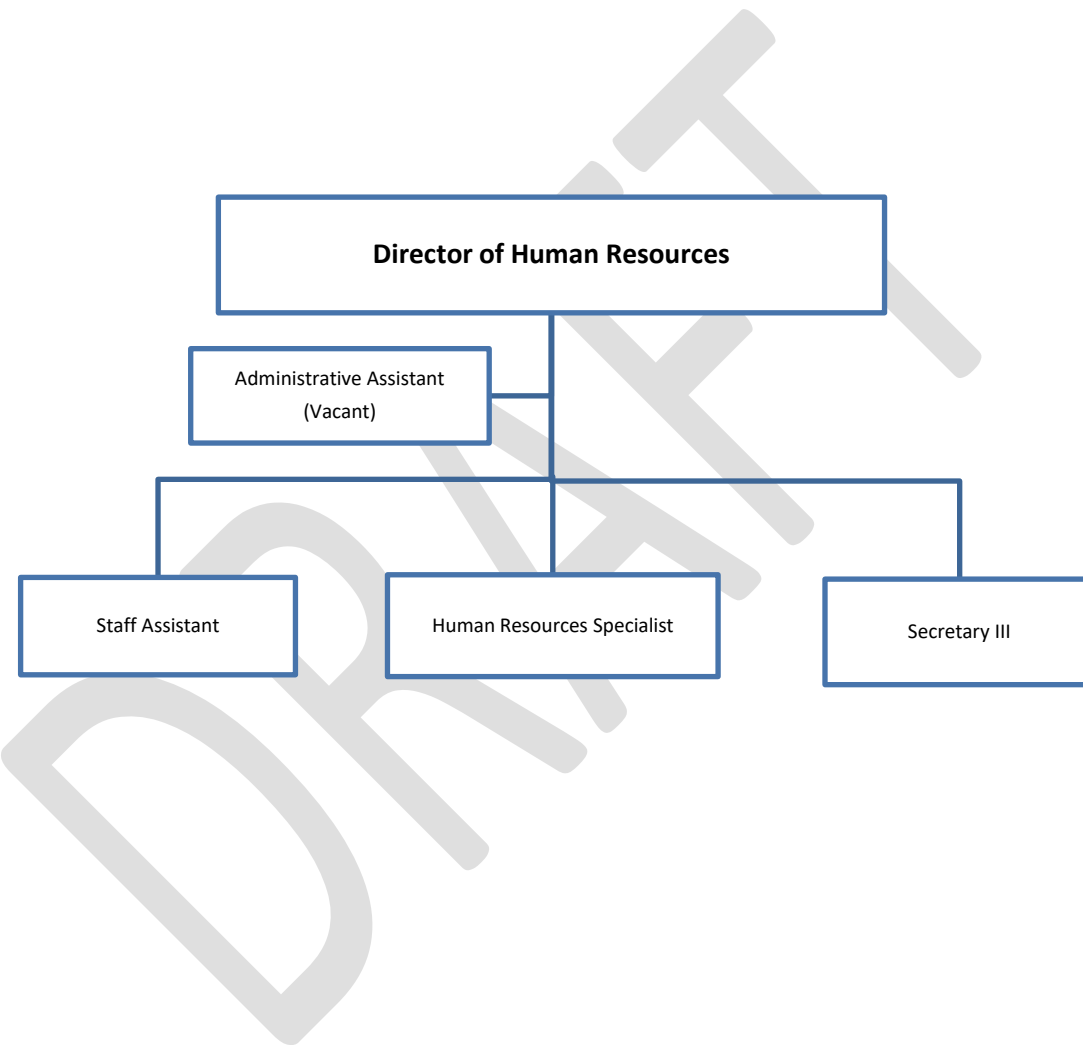
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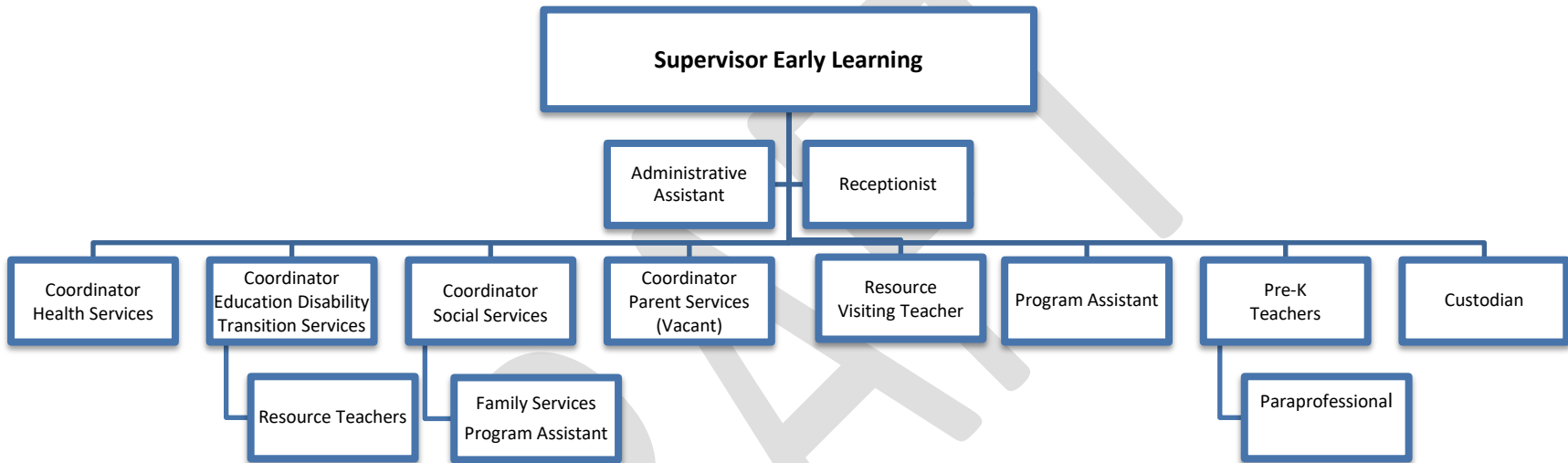


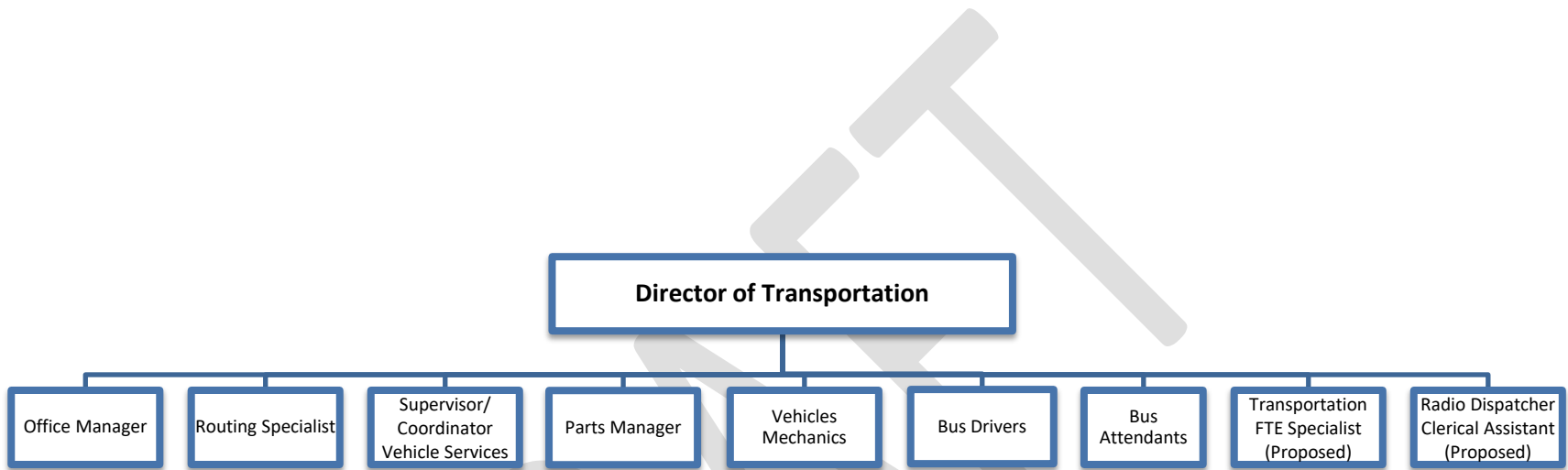


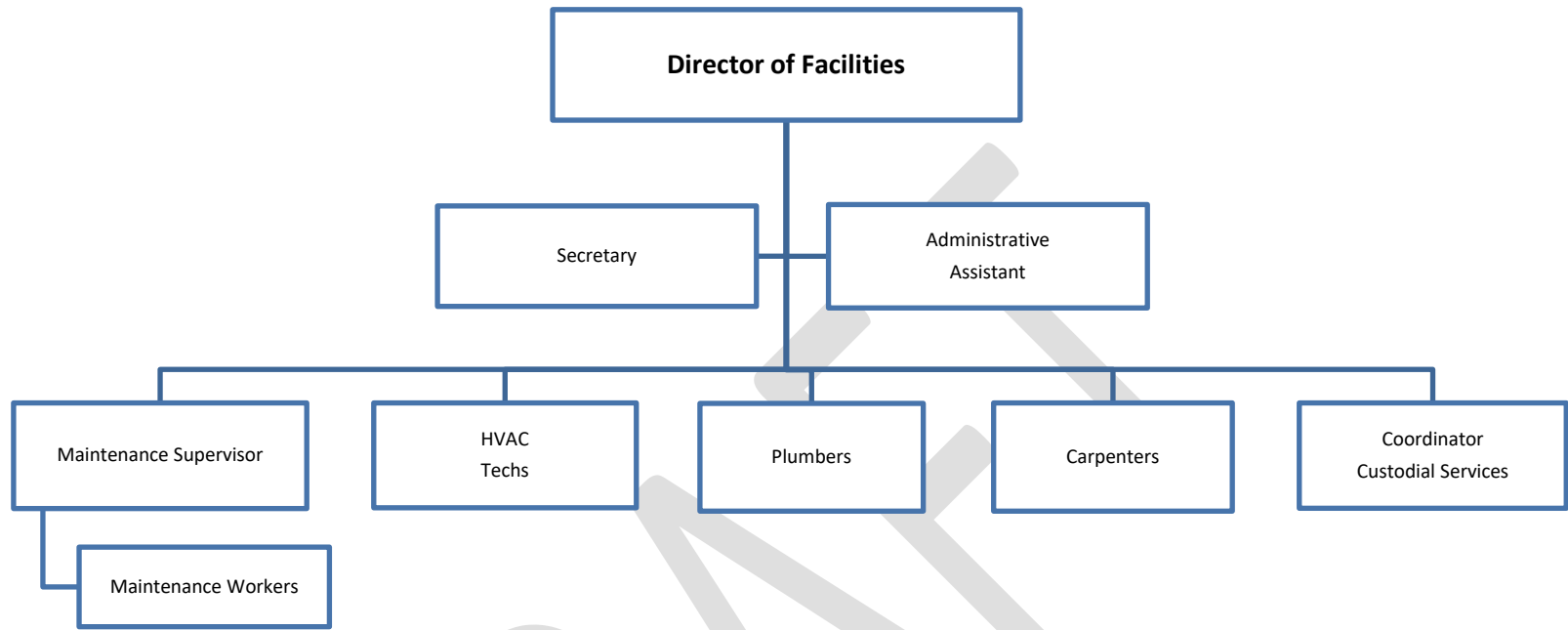


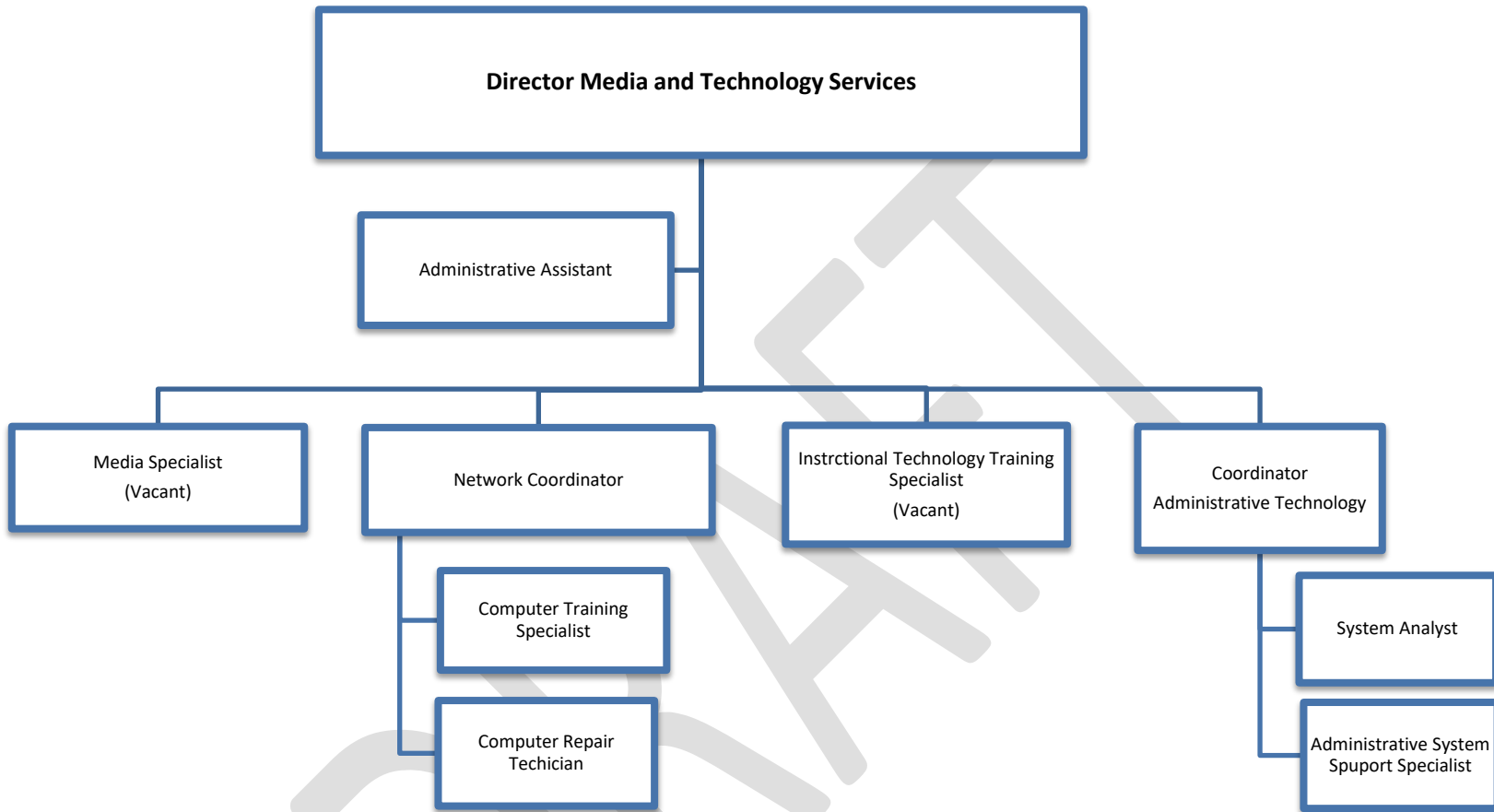


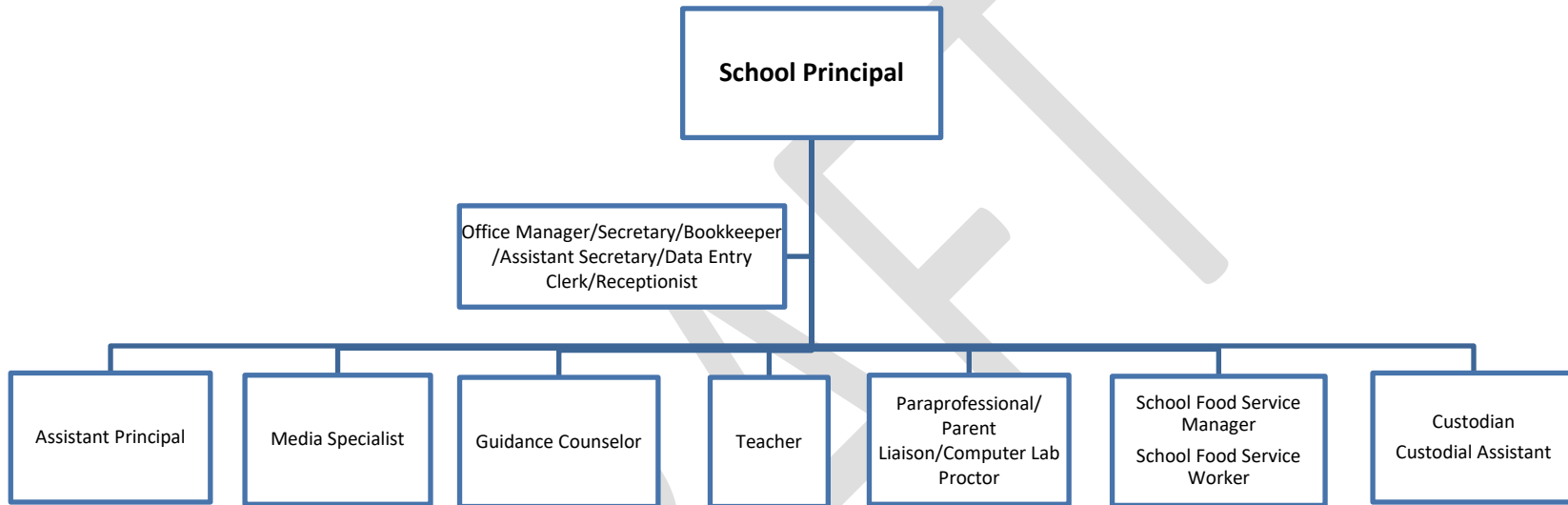


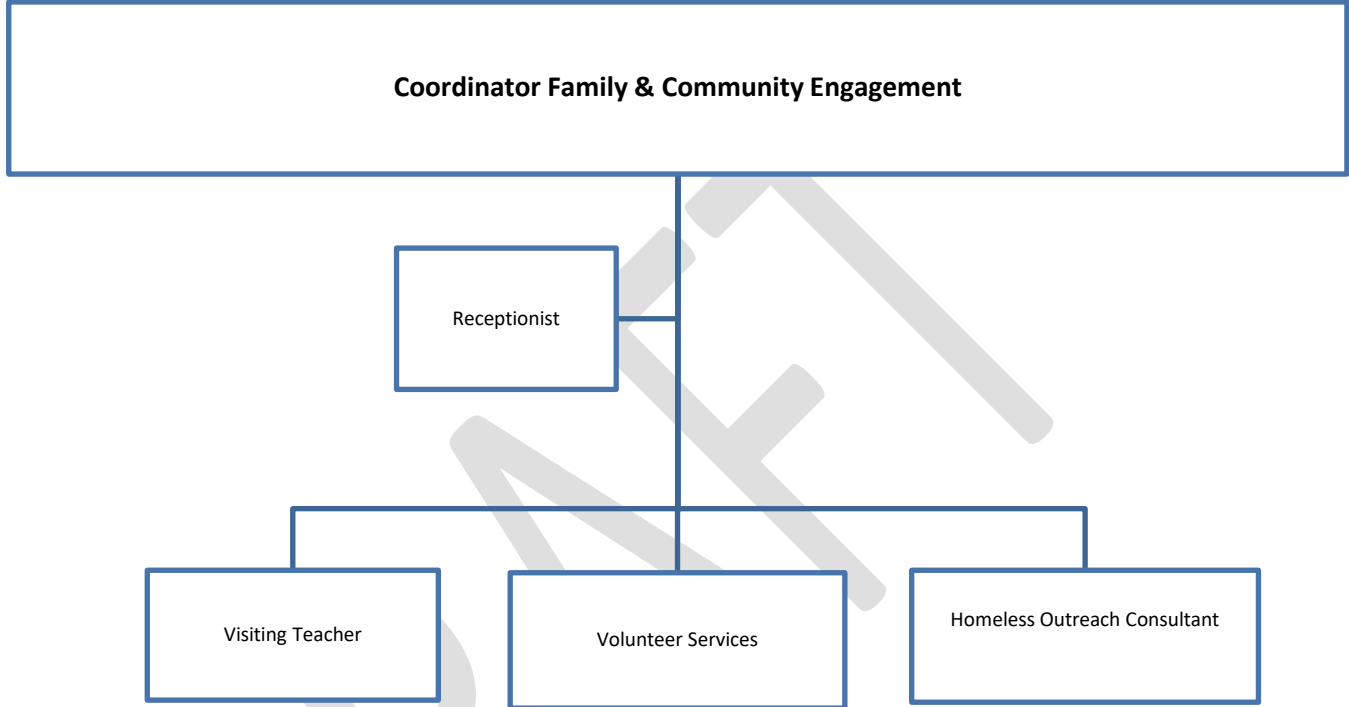


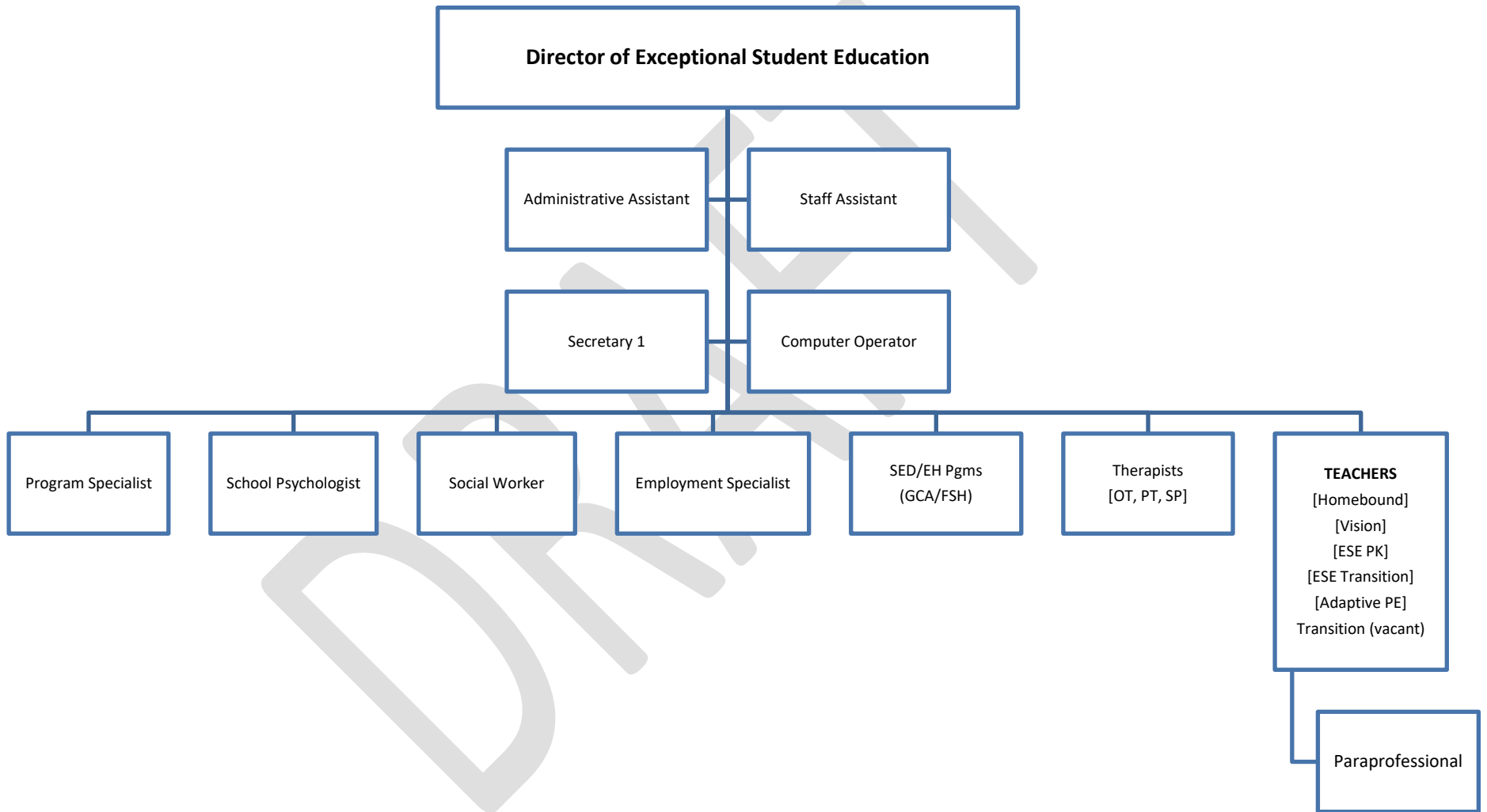


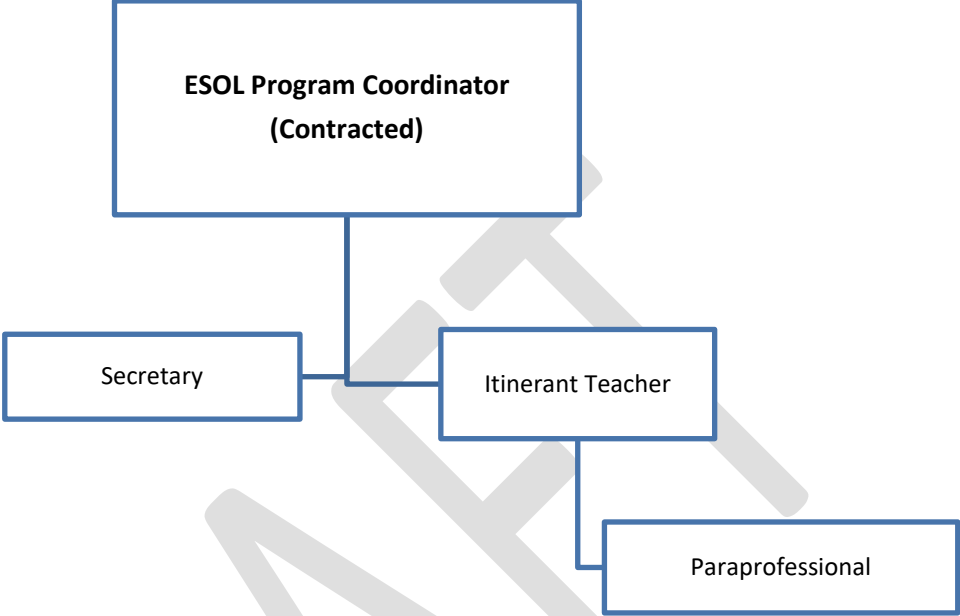












DRAFT

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEMS: Board Review Requested for the 2020-2021 third quarter Financial Statements from Crossroad Academy Charter School

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Pursuant to Sections 1002.33(9)(g) and 218.39(1)(3) Florida Statutes, Board review is requested for the Income/Expense Statement for the third quarter of the 2020-2021 fiscal year, and the Balance Sheet as of March 31, 2021, for Crossroad Academy Charter School.

FUND SOURCE: All Public Funds at Crossroad Academy Charter School

AMOUNT: Crossroad Academy Charter School Financial Statements attached

PREPARED BY: Bonnie Wood

POSITION: Finance Director

CROSSROAD ACADEMY CHARTER SCHOOL**04/27/21****Profit & Loss**

Cash Basis

January through March 2021

	<u>Jan - Mar 21</u>
Ordinary Income/Expense	
Income	
3310 · FEFP Program	851,263.00
3334 · State Teacher Lead Program	24,727.35
3430 · Interest Income	1,100.38
3472 · Pre-Kindergarten	51,173.79
34721 · Pre-K 3 Year Olds	7,350.00
3490 · Other local revenue	<u>6,286.52</u>
Total Income	<u>941,901.04</u>
Gross Profit	941,901.04
Expense	
5000 · Instruction	444,398.14
6000 · Instructional Support Services	127,030.36
7100 · Board	20,000.00
7200 · General Administration	8,563.56
7300 · School Administration	145,694.14
7400 · Facilities and Acquisition	112,194.57
7500 · Fiscal Services	1,301.96
7600 · Food Services	18,882.97
7700 · Central Services	4,657.63
7900 · Operation of Plant	53,093.88
8100 · Maintenance of Plant	<u>54,283.64</u>
Total Expense	<u>990,100.85</u>
Net Ordinary Income	-48,199.81
Other Income/Expense	
Other Income	
3397 · Capital Outlay	<u>84,033.00</u>
Total Other Income	<u>84,033.00</u>
Net Other Income	<u>84,033.00</u>
Net Income	<u><u>35,833.19</u></u>

CROSSROAD ACADEMY CHARTER SCHOOL
Balance Sheet
As of March 31, 2021

	<u>Mar 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1100 · Cash & cash equivalents	<u>5,377,305.22</u>
Total Checking/Savings	5,377,305.22
Other Current Assets	
1130 · Accounts receivable - net	61,211.00
1140 · Due from other funds	<u>22,154.37</u>
Total Other Current Assets	<u>83,365.37</u>
Total Current Assets	5,460,670.59
Fixed Assets	
1300 · Property, plant, and equip- net	<u>4,017,906.07</u>
Total Fixed Assets	<u>4,017,906.07</u>
TOTAL ASSETS	<u>9,478,576.66</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2160 · Due to other funds	37,301.36
2170 · Salaries, benefits, p/r payable	156,225.47
2175 · Accrued expenses	39,124.15
2250 · Current Notes Payable	<u>79,214.62</u>
Total Other Current Liabilities	<u>311,865.60</u>
Total Current Liabilities	311,865.60
Long Term Liabilities	
2300 · Notes payable - long term	<u>2,090,707.93</u>
Total Long Term Liabilities	<u>2,090,707.93</u>
Total Liabilities	2,402,573.53

1:33 PM

04/27/21

Cash Basis

CROSSROAD ACADEMY CHARTER SCHOOL

Balance Sheet

As of March 31, 2021

	<u>Mar 31, 21</u>
Equity	
2760 · Net Assets Unrestricted	7,024,167.36
Net Income	<u>51,835.77</u>
Total Equity	<u>7,076,003.13</u>
TOTAL LIABILITIES & EQUITY	<u><u>9,478,576.66</u></u>

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEMS: Board Approval for Amendments to the Contractual Agreement with Rostan Solutions, LLC for Professional Services Dealing with FEMA

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Board approval is requested for the continuation of the agreement with Rostan Solutions, LLC. This firm serves as the District's liaison and agent in working with the Federal Emergency Management Agency (FEMA). The firm has been instrumental in preparing the multiple appeals on the "Repair and/or Replace" projects that the District submitted for FEMA funding.

Cost for the services are listed on Page 9 of 15.

FUND SOURCE: Eligible for FEMA Reimbursement of 75% of Cost and Florida Division of Emergency of Management of 12 ½% of Cost; initial cash flow is provided by Insurance Recovery funds

AMOUNT: Hourly payments based on utilization of services – Status of FEMA Projects – in appeals process

PREPARED BY: Bonnie Wood

POSITION: Finance Director

AMENDMENT 2

This is a contract (hereinafter referred to as the "Agreement") effective as of November 20, 2018 between Gadsden County School District ["CLIENT"], having its principal office at 35 Martin Luther King, Jr. Blvd, Quincy, Florida 32351 and Rostan Solutions, LLC ["ROSTAN"], a limited liability company chartered under the laws of the State of Florida, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596.

The CLIENT requires the services of a qualified firm to perform certain professional services for the CLIENT at various locations. The CLIENT has carefully reviewed the Houston-Galveston Area Council of Governments ["HGAC"] Scope of Services for "All Hazards Preparedness, Planning, and Recovery Services" and seeks to select ROSTAN to provide certain services following "Hurricane Michael."

The CLIENT intends to engage ROSTAN to perform certain professional services related to Debris Monitoring under FEMA's Public Assistance Program, as well as any other services identified within the Scope of Services included with the attached HGAC Proposal including, but not limited to: Stafford Act Section(s) 404 and 406 Hazard Mitigation Proposal/Application Development, Environmental Consulting, Technical Assistance, Grant Management Consulting, and Disaster Recovery Services. These services are described in greater detail within *Schedule E: HGAC Scope of Services and RFP Response [Rostan Solutions LLC]*

The scope of work under this agreement will have the following characteristics: On an as-needed basis, the CLIENT will issue Task Orders to ROSTAN describing the work required under this Agreement, containing a mutually-agreed upon "Not to Exceed" cost, with all included work being directly related to those services originally sought by the CLIENT. In response, ROSTAN will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties.

In consideration of the mutual promises herein, ROSTAN and the CLIENT agree that the terms and conditions of this Agreement are as follows:

1. BASIC SERVICES

- 1.1. **Scope.** ROSTAN shall provide the Basic Services as described in individual Task Orders authorized in writing by the CLIENT. A sample Task Order form is provided in Schedule A. The Task Order format may be modified from time to time. ROSTAN's obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder.
- 1.2. **Standard of Care.** ROSTAN shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by ROSTAN's recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Instruments of Service.** ROSTAN is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called **Service Instruments**] and other services provided under this Agreement.
- 1.4. **End-Users Software License.** RESERVED
- 1.5. **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.6. **Subcontractors.** Any subcontractors and outside associates of ROSTAN to be engaged by ROSTAN under this Agreement are limited to those identified in executed Task Orders or as the CLIENT specifically approves during the performance of a Task Order.
- 1.7. **Title to Hazardous Materials.** The CLIENT and ROSTAN agree that title to all types of hazardous or toxic wastes, materials, or substances originating at or removed from the Site will remain with the CLIENT.

- 1.8. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's premises. In this regard, the CLIENT and ROSTAN agree as follows:
- 1.8.1. ROSTAN may assist the CLIENT in obtaining the services of licensed hazardous materials contractors for the transportation and disposal of all hazardous or toxic wastes, materials or substances. ROSTAN shall not contract directly for these services.
 - 1.8.2. It is understood by both the CLIENT and ROSTAN that the CLIENT will provide all required hazardous or toxic wastes, materials or substance generator numbers, signed manifests, storage and treatment permits, and any permits or licenses required by local, state, or federal laws or regulations for the generation, transportation, storage, treatment and/or disposal of any hazardous or toxic wastes, materials or substances.

2. THE CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including design objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the CLIENT.
- 2.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the CLIENT relevant to a Task Order.
- 2.4. **Access.** Arrange for ROSTAN to enter upon public property as mandated by the CLIENT.
- 2.5. **Review.** Respond to ROSTAN's request for decisions or determinations.
- 2.6. **Meetings.** Hold or arrange to hold meetings required to assist in the work required by a Task Order.
- 2.7. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ROSTAN's services.

3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Sections 3 and 4 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of work.
- 3.2. **Start of Performance.** ROSTAN will start the Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by the CLIENT's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control interrupts or delays ROSTAN's performance, the time of performance shall be equitably adjusted.
- 3.4. **Term.** This Agreement shall be in effect for 36 months from the effective date, with no remaining available extensions.

4. COMPENSATION

- 4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and Fee Schedule (Schedule B), the CLIENT shall pay ROSTAN the amount stated in invoices issued for and in accordance with each Task Order for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each task order. Invoices are payable by the CLIENT within 30 days after receipt of invoice.

4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, waivable in whole or in part by ROSTAN at its discretion.

5. OPINIONS OF CONSTRUCTION COST

5.1. **Construction Cost.** If required by this Subcontract, opinions related to cost given by ROSTAN are subject to the following. ROSTAN has no control over the cost of labor, materials, equipment or services furnished by others, or over a Contractor's or disposal site methods of determining prices, or over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made on the basis of ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids or actual project cost will not vary from ROSTAN's opinions of probable cost.

6. GENERAL CONSIDERATIONS

6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed services. Such changes can only be required by the CLIENT's authorized representative.

6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.

6.3. **Confidentiality and Proprietary Information.** ROSTAN will hold secret and confidential all information designated by the CLIENT as confidential ["Confidential Information"]. ROSTAN will not reveal Confidential Information to a third party unless: (a) the CLIENT consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, technical information, and other information furnished to CLIENT by ROSTAN or developed by ROSTAN in connection with the work are, and will remain, the property the CLIENT.

6.4. **Disputes.** If a dispute or complaint [collectively referred to as a "Dispute"] arises concerning this Agreement, the CLIENT and ROSTAN will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

6.4.1. **Negotiation.** Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.

6.4.2. **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement. Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the Dispute.

- 6.5. **Remedies.** Nothing in this Agreement otherwise prevents the CLIENT from utilizing any available remedies, administrative, contractual, or legal, where ROSTAN has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.
- 6.6. **Insurance.** ROSTAN will maintain **insurance** against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for ROSTAN's employees' project-related injuries or disease; (b) general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from ROSTAN's performance under this Agreement; and (c) professional liability in the amount of \$1,000,000 for legal obligations arising out of ROSTAN's failure to meet the Standard of Care.
- 6.7. **Indemnification.**
- 6.7.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, or omissions of ROSTAN or others for whose acts ROSTAN is responsible under this Agreement.
- 6.7.2. The CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising from performance of the CLIENT of its obligations under this Agreement, and the performance hereunder of its employees, agents or others for whose acts the CLIENT is responsible under this Agreement.
- 6.8. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed ROSTAN's fees for services from which the liability arises.
- 6.9. **Reserved.**
- 6.10. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- 6.11. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the CLIENT.
- 6.12. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.
- 6.13. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.
- 6.14. **Entire Agreement.** This Agreement, including ROSTAN's Schedules, Attachments, and Task Orders executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN.
- 6.15. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision

of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

6.16. **Termination.** This Agreement may be terminated by either Party at will and without cause, at any time upon three (3) days prior written notice to the other Party, and shall remain in force until so terminated. All information, data, materials, software and any other materials provided to the Party must be returned to the other Party upon termination of the Agreement.

6.17. **Effective Date.** This Agreement is effective on the date shown on the cover page.

7.0 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES.

7.1 **Special Provisions.** This Agreement is subject to the following special provisions: **Duties and Responsibilities of ROSTAN.** ROSTAN or its representatives may be on site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

7.2 **Limitations of ROSTAN's Responsibilities.** ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the programs incident thereto. ROSTAN will not be responsible for contractors' or their subcontractor's failure to perform the work in accordance with their contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of contractors, their subcontractors or any other contractors, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the work.

7.3 **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

7.3.1 **Schedule A:** *Sample Task Order*

7.3.2 **Schedule B:** *Fee Schedule Per HGAC Contract*

7.3.3 **Schedule C:** *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.3.4 **Schedule D:** *Anti-Lobbying Certification*

7.3.5 **Schedule E:** *HGAC Scope of Services and RFP Response [Rostan Solutions LLC]*

7.4 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation ("CFR") Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C "*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*", are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued by the CLIENT.

Execution Authority. This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

GADSDEN COUNTY SCHOOL DISTRICT

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Title: _____

Title: _____

SAMPLE

SAMPLE

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Project Number--Task Order Number: _____ -- _____

Task Order Date: _____

Subject to the Agreement between *the CLIENT* [the CLIENT] and *ROSTAN* [ROSTAN], effective _____, _____, 2018 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: SAMPLE

Project Number: _____

Project Location: _____

CLIENT Representative: _____

ROSTAN Representative: _____

2. **Scope of Services:** ROSTAN shall perform its 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: _____.

4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$ _____.

5. This Task Order's Pricing Schedule is incorporated and provided as Attachment 2.

6. **Special Conditions:** This Task Order is subject to the special terms and conditions as described in Attachment 3, attached and incorporated into this Task Order.

7. **Amendment:** [_____] This Task Order amends a previously executed Task Order No. _____, Date _____

ISSUED AND AUTHORIZED BY:
[CLIENT]

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Title: _____

Title: _____

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 3
Special Conditions

**Schedule B
 Fee Schedule Per HGAC Contract**

Labor Category	Hourly Rates
<u>RATES RELATED TO DEBRIS MONITORING OPERATIONS</u>	
**ROSTAN exclusively uses the HaulPass® ADMS for all data collection efforts eliminating the need for Data Entry Clerks. Costs associated with the utilization and deployment of HaulPass® are included in the below listed rates.	
Project Manager	\$74.00
Deputy Project Manager	\$64.00
Operations Manager	\$58.00
GIS Analyst	\$55.00
Environmental / Technical Specialist	\$65.00
Health & Safety Officer	\$60.00
Field Supervisor	\$42.00
Data Manager	\$58.00
Debris Site/Tower Monitor	\$32.00
Crew Monitors	\$32.00
Citizen Drop-off Monitor	\$28.00
Project Coordinator	\$36.00
Administrative Assistant/Call Center Staff	\$29.00
Billing/Invoice Manager	\$39.00
Public Assistance Reimbursement Manager	\$120.00
Public Assistance Reimbursement Specialist	\$95.00
<u>RATES RELATED TO PUBLIC ASSISTANCE / GRANTS MANAGEMENT / PLANNING SERVICES</u>	
Subject Matter Expert	\$190.00
Senior FEMA Specialist	\$185.00
Principal/Program Manager	\$180.00
Project Manager	\$168.00
Senior Grants Management Consultant	\$185.00
Project Grants Management Consultant	\$155.00
Grants Management Consultant	\$120.00
Junior Grants Management Consultant	\$105.00
Grants Administrator	\$85.00
Floodplain Mgmt Specialist	\$135.00
BCA Specialist	\$145.00
Grants Data Specialist	\$110.00
GIS / HAZUS Specialist	\$125.00
Senior Field Technician	\$64.00
Field Technician	\$52.00
Administrative Specialist	\$39.00
Note: Rates are inclusive of all costs with the exception to those expenses related to airfare, allowable mileage and/or rental vehicles, rental vehicle petroleum products and lodging. Expenses will be directly passed through without markup. Receipts will be provided.	

Schedule C

Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Throughout the performance of any work under this Agreement, ROSTAN (hereinafter “CONTRACTOR”) agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. As required by Federal program legislation:

- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
- b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contactor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The CLIENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

- 4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

- 5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

- a. Clean Air Act.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
- ii. The CONTRACTOR agrees to report each violation to the CLIENT] and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- b. Federal Water Pollution Control Act

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to the CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- 6. **Suspension and Debarment.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

- 7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

- a. The CONTRACTOR certifies to the CLIENT that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*

- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the CLIENT.
8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

Schedule D

Anti-Lobbying Certification Form

[provided on the following page]

Schedule E

HGAC Scope of Services and RFP Response [Rostan Solutions LLC]

[provided on the following pages]

PROFESSIONAL SERVICES TASK ORDER

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

AMENDMENT 1

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.

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: **Keithan Williams**

- 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 November 19, 2021.**
- 4.) **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$424,000.00, and increase of \$24,000.00**
- 5.) This Task Order's Pricing Schedule is attached and incorporated as Attachment 2.

ISSUED AND AUTHORIZED BY:
GADSDEN COUNTY SCHOOL DISTRICT

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Title: _____

Title: Kyle Jones, 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.
- 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.

PROFESSIONAL SERVICES TASK ORDER

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

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.

AGREEMENT FOR PROFESSIONAL SERVICES

Between Gadsden County School District and Rostan Solutions, LLC

Amendment to Professional Services Agreement

Amendment 2

WHEREAS the Gadsden County School District (hereinafter the “District”) and Rostan Solutions LLC (hereinafter referred to as “Rostan”, collective referred to as the “Parties”) entered into an Agreement for Rostan to provide certain professional services related to federal and state disaster recovery and mitigation programs on November 20th, 2018, as subsequently amended on December 12th, 2019; and

WHEREAS, Section 3.4 [Term] of the Agreement, as amended, provides for one remaining one-year extension; and

WHEREAS, the Parties recognize that additional work remains in order to complete the contracted scope of work; and

WHEREAS, the Parties hereby express their mutual desire to extend the term of the current Agreement to allow for the completion of the contracted scope of work;

The Parties now agree,;

Section 3.4 of the Agreement is hereby revised to read as follows:

This Agreement shall be in effect for 36 months from the effective date, with no remaining available extensions.

This amendment is hereby agreed to and is incorporated into the Agreement as of the date of the signature of the latest party’s authorized agent.

GADSDEN COUNTY SCHOOL DISTRICT

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Title: _____

Title: _____

AGREEMENT FOR PROFESSIONAL SERVICES

Between Gadsden County School District and Rostan Solutions, LLC

Amendment to Task Order

Amendment 2

WHEREAS the Gadsden County School District (hereinafter the "District") and Rostan Solutions LLC (hereinafter referred to as "Rostan", collective referred to as the "Parties") entered into an Agreement for Rostan to provide certain professional services related to federal and state disaster recovery and mitigation programs on November 20th, 2018, as subsequently amended on December 12th, 2019; and

WHEREAS, the Parties subsequently executed Task Order ("T.O") 2 to allow for Rostan to provide the requested support to the District; and

WHEREAS, T.O. 2 had an original Period of Service of June 1st, 2019 through December 31st, 2020; and

WHEREAS, the Parties recognize that additional work and costs remain in order to complete the contracted scope of work; and

WHEREAS, the Parties hereby express their mutual desire to extend the Period of Service of T.O. 2 to allow for the completion of the contracted scope of work;

The Parties now agree,;

Section 3.) Period of Service is hereby revised to read as follows:

The period of service shall be **June 1, 2019 through November 19, 2021.**

Section 4.) Compensation is hereby revised to read as follows:

ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$424,000.00, and increase of \$24,000.00**

This amendment is hereby agreed to and is incorporated into the T.O. as of the date of the signature of the latest party's authorized agent.

GADSDEN COUNTY SCHOOL DISTRICT

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Title: _____

Title: _____

SUMMARY SHEET
RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Paraprofessional to Professional Partnership Program

DIVISION: Professional Learning (PL)

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

SUMMARY OF ITEM:

In its effort to provide differential pathways to hire, recruit and retain effective teachers as part of the allocation of Title II, Part A funds, the Office of Professional Learning is proposing a Partnership with St. Leo University to implement a Paraprofessional to Professional Program. The Gadsden County Public Schools (GCPS) and St. Leo University (SLU) Para to Pro Partnership Program (P2ProP²) is designed to support paraprofessionals who desire to become credentialed, highly effective teachers with GCPS. Participating paraprofessionals will, upon completion of the proposed 2-year program, earn their certification in Elementary Education or Middle Grades Education with K-12 Reading and ESOL endorsements as required. The first cohort of the P2ProP² is slated to begin June 2021 and become a program line in the Title II, Part A-Preparing, Training, and Recruiting High Quality Teachers and Principals fund source.

FUND SOURCE: Title II, Part A (2020-2021 funding period)

AMOUNT: 28,307.15

PREPARED BY: Ella-Mae Daniel

POSITION: Director, Professional Learning

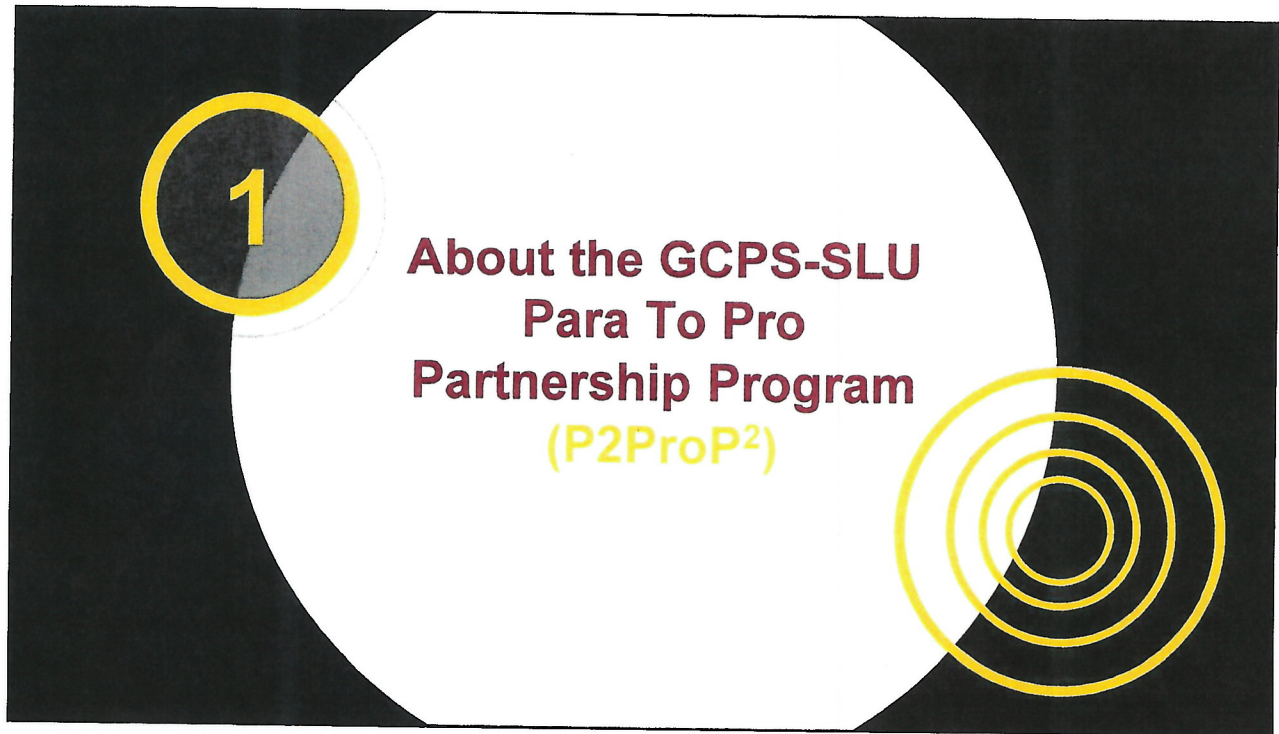
INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY:



Program Overview

Collaboration between **Gadsden County Public District (GCPS)** and **Saint Leo University** to support paraprofessionals who desire to become credentialed, highly effective teachers with GCPS.

Upon completion, employees obtain teaching credentials and teacher certification with 1 of 2 degree options:

- BA in K-6 Elementary Education with K-12 Reading Endorsement and K -12 ESOL endorsement
- BA in Middle Grades Education (Social Sciences, English).



2

Benefits

Engage in Professional Development

Earn a teaching certificate from a state approved education program

Transition into a GCPS teaching position with placement during last semester of school

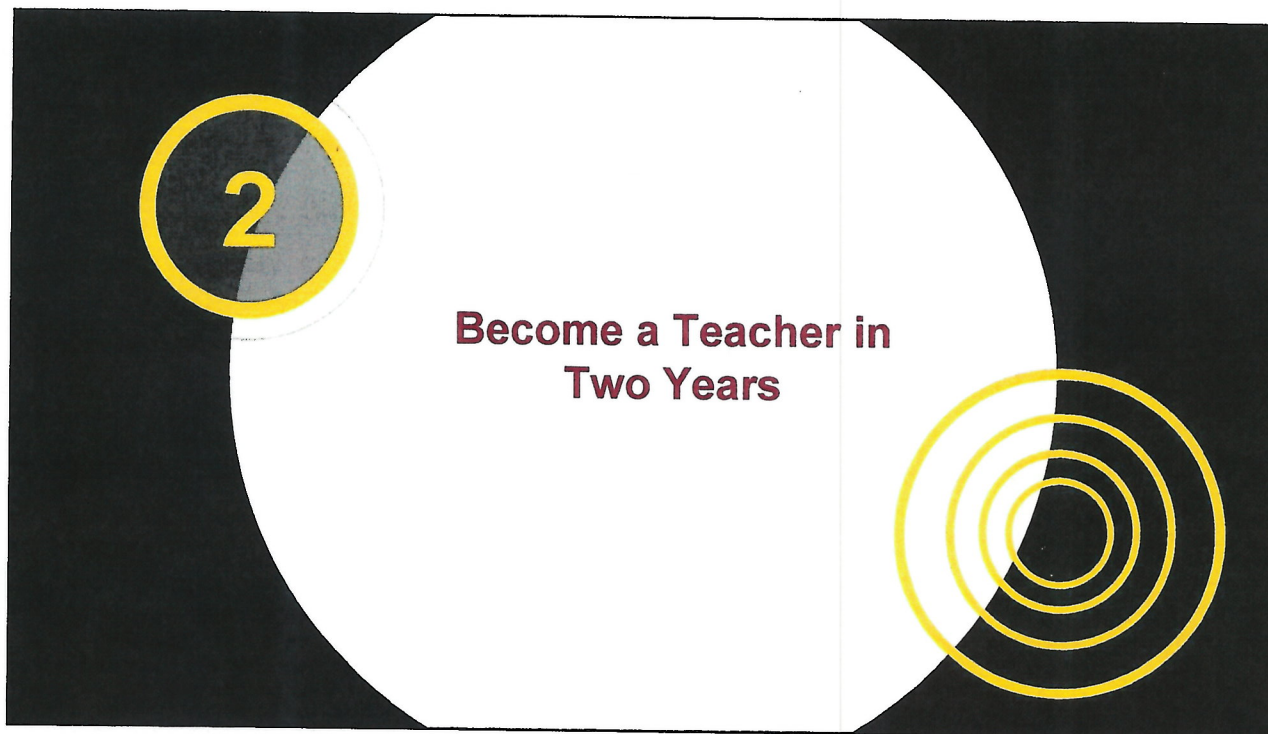
3

Additional Benefits

- Free Program Application
- Teacher Certification Exams completed during program & free test prep (GK, PED, SAE)
- Flexible practicum placements
- University Supervisor support & observation feedback
- Onsite and online class offerings
- Mentoring during the program
- 1 year mentorship upon completion of the program



4



ELEMENTARY EDUCATION PROGRAM

FIRST SEMESTER - JUNIOR YEAR (12 Cr.) – Block 1
 EDU 322: Practicum I and Seminar (3 credits)
 EDU 330: Math in the Elementary Classroom (3 credits)
 EDU 334: Reading Foundations (3 credits)
 EDU 341: ESOL Foundations (3 credits)
 (Attempt FTCE General Knowledge Examination)

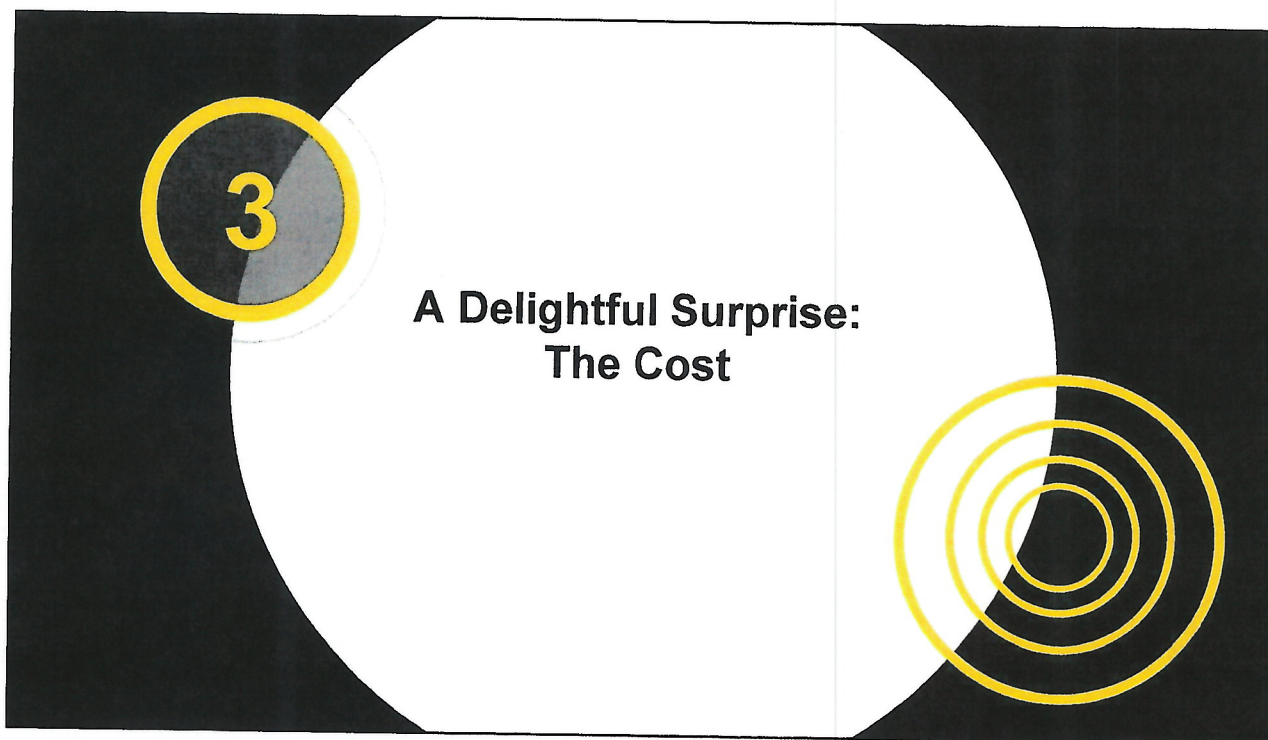
SECOND SEMESTER - JUNIOR YEAR (12 Cr.) – Block 2
 EDU 363: Practicum II and Seminar (3 credits)
 EDU 332: Language Arts in the Elementary Classroom (3 credits)
 EDU 339: Social Studies in the Elementary Classroom (3 credits)
 EDU 342: ESOL Applications (3 credits) Online
 EDU 352: ESE Foundations (3 credits) Online

Summer Classes Non-blocked (12 credits)
 EDU 352 ESE Foundations (3 credits)
 EDU 425 Classroom Management (3 credits)
 EDU 427 Assessment (3 credits)
 RELIGION: Any course at the 100 or 200 level (3 credits)

FIRST SEMESTER – SENIOR YEAR (12 Cr.) - Block 3
 EDU 462: Practicum III and Seminar (3 credits)
 EDU 338: Science and Health in the Elementary Classroom 3 credits)
 EDU 343: Reading Across the Curriculum (3 credits)
 EDU 465: ESE Methods (3 credits) Online
 (Attempt Subject Area Exam & Professional Education Exam)

SECOND SEMESTER- SENIOR YEAR (13 Cr.) – Block 4
 EDU 480/481: Final Internship and Seminar (10-12 total credits)
 EDU 428: Educational Governance (3 credits) Online

Fall (2021) – Begin Program
 Fall (2023)- Begin Employment



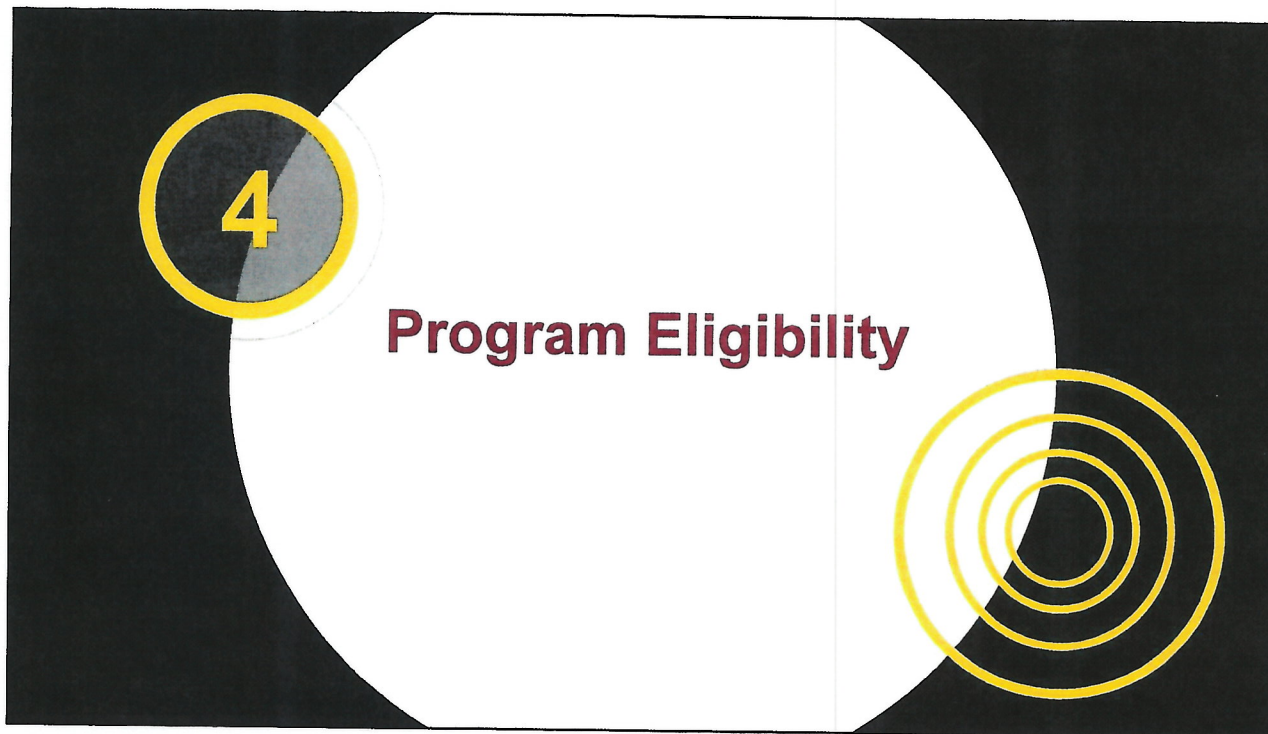
A Delightful Surprise: The Cost

Elementary Education Program Tuition Per Semester

Full-Time Semester for Traditional Students (12 credit hours) \$360 Per Credit Hour 12/18/18	\$4,320 regular
Fiat rate \$320 per credit hour for 2 years for PTP Students	\$ 3,840 for this program
Ease Grant (based on eligibility requirements)	-\$1,750
Teach Grant (based on eligibility requirements) *Requires a 3.2 GPA	-\$1876
Total Tuition Remaining if you meet eligibility requirements of both EASE & Teach grants	\$214
Additional Aid Available/Accepted	
FFMT (application process) \$2,000	Florida Prepaid, Florida Bright Futures
Pell Grant (based on financial need)	Veteran/Military Assistance and more.

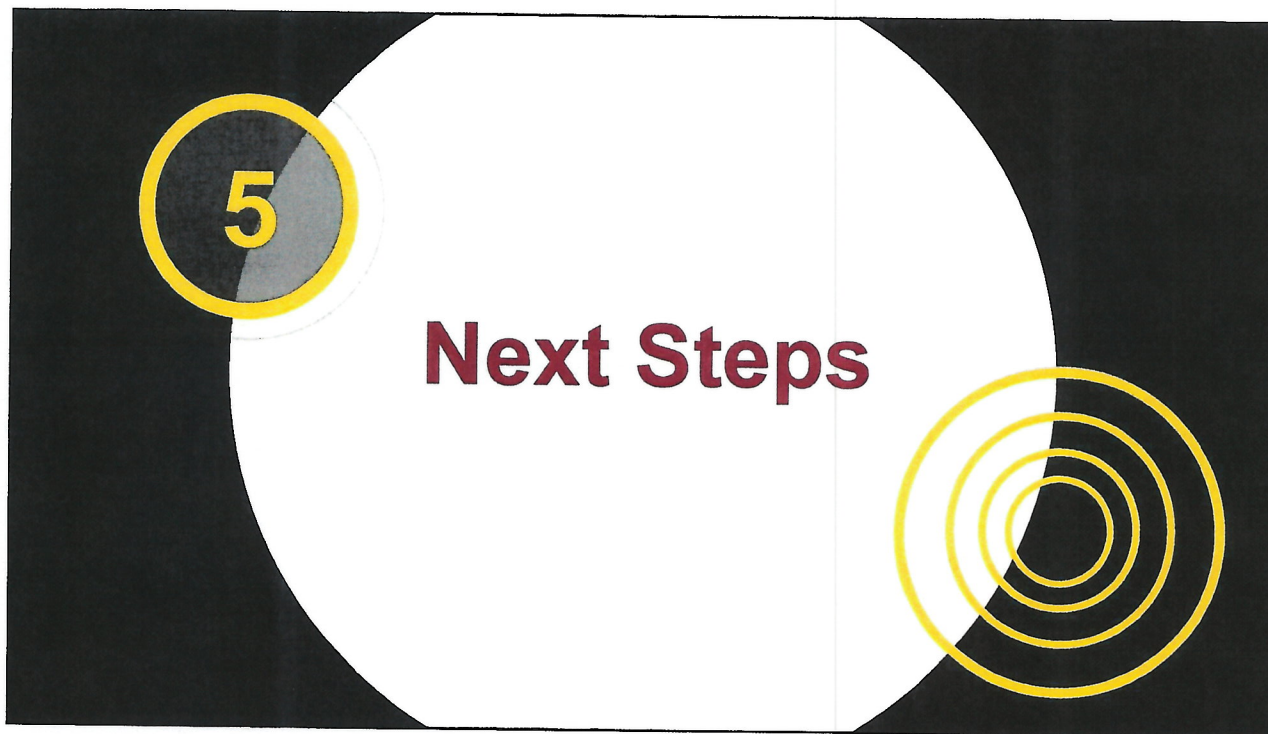
**Significant
Support
Available for
Eligible Students**

***Textbooks are not included in course tuition. However, as a commitment to participating Paraprofessionals, reimbursement for textbooks/program fees and additional support will be provided by the Office of Professional Learning.**



4 Program Eligibility

P2ProP2 Admission Regulated by GCPS	P2ProP2 Admission Regulated by SLU
<ul style="list-style-type: none">• Employed with GCPS for a minimum of 1 year as a Paraprofessional• Paraprofessional at a school (preference will be given to paraprofessional at high need schools.• Maintain employment with GCPS• Complete Intent to Enroll Agreement• Complete Employment Agreement	<ul style="list-style-type: none">• Minimum of 60 college credits or an AA degree• Overall 2.0 GPA of previous college credits• Maintain a 2.5 GPA while enrolled in P2ProP2• Endorsement of District• Complete SLU Application Process



So, What Happens Next?

- Attend GCPS Interest Meeting
- Complete Admission Application
- FERPA Agreement (District Release)
- GCPS Agreement Forms
- Submit Official Transcripts
- Admission Notifications by from SLU
- Saint Leo University Orientation
- Program Enrollment Begin June 2021
- Classes Begin June-August 2021





Free Application for Federal Student Aid

Visit www.FAFSA.ed.gov

SAINT LEO UNIVERSITY SCHOOL CODE: 001526

Select 2021-2022 Academic Year

Saint Leo University School Office of Student Financial Services can assist students with applying for grants, scholarships and optional loans.

Phone: (800) 240-7658 Email: SFS@saintleo.edu

A graphic with a dark blue circle containing the text 'FILE YOUR FAFSA FIRST!' in white. Below it is a smaller black circle with a gear icon.

FILE YOUR
FAFSA
FIRST!

Saint Leo Contacts

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Associate Chair, Undergraduate
Education
Alexandra.Kanellis@saintleo.edu

Trisha Stalnaker
Administrative Assistance
patrisha.stalnaker@saintleo.edu

Denise Adams
Practicum Placement Coordinator
Denise.adams@saintleo.edu
9904)-769-6206

GCPS Contacts

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Director, Professional Learning
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850-627-9651, x1401

Shakiriya Gilcrease,
Program Assistant, Professional Learning
P2ProP2 Liaison
proflearning@gcpsmail.com
850-627-9651, x1233

SUMMARY SHEET
RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: EdforTech Gadsden Integrative STEM PD

DIVISION: Professional Learning (PL)

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

PURPOSE AND SUMMARY OF ITEM:

This Professional Development (PD) activity is designed to lay the foundation for the development of the District's Science, Technology, Engineering, and Mathematics (STEM) capacity by providing job-embedded PD through the use of technology-facilitated approaches with a selected group of teachers and administrators across PreK-12. The Gadsden Integrative STEM PD Activity is designed to:

1. Use inquiry-based strategies to help teachers/administrators develop and understand the new expectations in STEM teaching and learning. This PD activity is based on a series of learning progressions that will engage the participating teachers/administrators in mathematics, science and engineering practices using children's natural tendency to attempt to understand, make sense of, and influence the world around them.
2. Create a STEM professional learning community (PLC) at each school in order to facilitate teachers/administrator's reflective practice and collaborative learning in STEM. This approach combines strategies for the design, delivery, and development of evaluation strategies necessary to build GCPS capacity to transform STEM teaching and learning. The feedback from the participating teachers/administrators will be used to implement new directions for STEM learning by considering the required sustained professional development and existing and emerging technologies necessary for STEM implementation across the PreK-12 spectrum. This district-wide view is meant to support all students, including English language learners and students with Exceptionalities to achieve high academic standards and have opportunities to participate in STEM learning. Therefore, prior to participating in this PD activity, the teachers/administrators will understand and agree to being an active participant in a STEM PLC with the object of assisting the Office of Professional Learning in examining evidence-based practices in the development of a STEM Action Plan. The STEM Action Plan will be in draft form and provided to Academic Services for review and feedback. Once review and feedback is received, the STEM Action Plan will be submitted to the Superintendent for review and approval prior to submission for Board approval.

FUND SOURCE: Title IV Part A: Student Support and Academic Enrichment

AMOUNT: \$56,315

PREPARED BY: Ella-Mae Daniel

POSITION: Director, Office of Professional Learning

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: _____





"We inspire STEM thinkers today to create a better tomorrow"

Statement of Work for EDforTech Inc.

Gadsden County Public Schools

STEM Professional Development Campaign 2021-2022

Project Component Overview:

As requested, 2 Professional and Consulting Services will be provided to Gadsden County Public Schools to improve STEM, Teaching Engineering, and PBL practices across the district, beginning in Spring 2021.

EDforTech and Consultants to provide services:

Linda Nichols-Plowman, Chief Executive Officer/President, EDforTech Corp

Joe Lively, Chief Operating Officer, EDforTech Corp

Dr. Todd Ullah, Chief Strategy Officer, EDforTech Corp

Dr. Rod Brame, Professional Learning Director, EDforTech Corp

Additional selected EDforTech/Exploring Robotics staff as assigned.

Ryan Dessler, Business Development Specialist

Danielle Bush, Project Management Assistant

Grand Total: \$56,315.00 for all STEM Consulting and Leadership Services.

1. STEM Engineering Design and Leadership Institute:

Institute Description

Overview

Up to 20 teachers and administrators selected by Gadsden County School District will be provided **virtual** intensive professional development (PD) on how to help students improve science/math and integrate STEM into the instructional program thereby forming a new Professional Learning Community (PLC). The overall goal

is to *Build Capacity in K-12 Educators in Engineering Design, Math, and Science*. Teachers work individually and in teams to facilitate ongoing learning, communication, and sharing of best practices over the project period and beyond.

Participants engage in six 3-hour STEM integrated sessions to earn University of California at San Diego (UCSD) Extension Micro-Certification, Certificate of Award, and an optional 3 Continuing Education Unit (CEU) credit that can be applied to Florida State credential requirements. **Institute will be conducted beginning April 10 through May 15. All six sessions on Saturdays from 1 pm-3pm EST. Concepts for all sessions include: engineering design, science and math** instruction, learning standards, curriculum, and assessment. Specific areas of focus are: student learning gaps in math and science, student misconceptions, best practices (NSTA and NCTM), the shifts from procedural to conceptual understanding in math, engineering design and science. Project Based Learning (PBL) and the 5E instructional will be used.

Enhancing and Assessing Practice:

This series of workshops focus on pedagogy that reveals student learning and assessment practices (Kahoot, Word Clouds, Jam Boards etc.) in engineering, math and science. Tasks and activities will be grade-band specific. Lesson rubrics will be used.

Practical Outcomes:

Participants will work together to create and integrated PBL lesson or activity that features technology, engineering design, science, and/or math to use in the instruction program. Participants will also experience engineering design and PBL.

Institute Objectives

STEM/Engineering Design Institutes teachers will:

- Develop engineering literacy;
- Improve mathematics and science achievement through the integration of concepts and practices across the STEM content areas;
- Be better prepared to apply engineering design, technology/robotics, and scientific inquiry into the instructional program as evidenced by teacher created content and practices.

Instructional Materials/Resources

Textbooks

National Academies of Sciences, Engineering, and Medicine
2020. *Building Capacity for Teaching Engineering in K-12 Education*. Washington, DC: The National Academies Press.
<https://doi.org/10.17226/25612>.

Rath, T. (2007). *Strengths finder 2.0*. New York: Gallup Press

Note: Also, the *Strengths Finder 2.0* book needs to be new, as you will need to access the original code in the book to take the Strengths Finder test.

Readings, websites and handouts

Other required readings will be added throughout the course according to class discussions, emerging contemporary STEM issues and students' interests.

Course Deliverables and Expectations

Integrated STEM Lesson:

Participants will work together to create 2 integrated PBL lessons or activities that features technology, engineering design, science, and math into the instruction program for their grade level. Lessons include use of Gadsden County robots and incorporate learning from Exploring Robotics training. The STEM lessons should use the 5 E instructional model, have enough scope, rigor, alignment to standards to engage students in a cross disciplinary pursuit. Teachers will implement at least 2 lessons during the school year aligned with Florida BEST standards - Benchmarks for Excellent Student Thinking (K-12) as new standards are rolled out.

Teachers create, maintain, and present 1 portfolio in GoReact that documents lessons taught, student work, and other classroom data aimed at improving STEM and PBL learning.

The lesson will be gradually written throughout the institute, as new knowledge, tools, and strategies are introduced.

Project total=1,000 Points

Final lessons are expected to:

- a. Includes engineering design and or design cycle
- b. Incorporates PBL and uses the 5E instructional model (teacher as facilitator)
- c. Integrates technology, math, and/or science
- d. Adhere and align to relevant Mississippi State Standards
- e. Include outside references.
- f. Be clearly stated and grammatically correct.
- g. Include assessment strategies to reveal student understanding

Total: \$30,000.00 for Six Day STEM Leadership Institute

Package Includes: 2 Expert Facilitators (Dr. Todd Ullah and Dr. Rod Bram), all texts, articles, science materials, and supplies.

Todd Ullah Ed.D

Dr. Ullah holds a Doctorate of Education in Educational Leadership and has wide-ranging experiences in education and science. Dr. Ullah has served as a mentor science teacher and Magnet School Coordinator, and helped implement the first charter schools in Los Angeles. As the former Director of Instructional Technology Applications for the Los Angeles Unified School District, he oversaw all educational technology, involving district, state, and federal grant programs including hardware rollouts and instructional technology plan implementation. Dr. Ullah was the successful Director of Science overseeing all curriculum, assessments for grades 4-8 and high school, professional development, technology, science facilities development, and science grants for LAUSD. He served as Principal at George Washington Preparatory High School in South Los Angeles where achievement increased for five straight years.

Past appointments include service as a member of the Executive Board for the Los Angeles Senior High Schools Principal's Organization and the Los Angeles Board of Education subcommittee on Curriculum and Instruction. As an Administrator for the Office of Curriculum, Instruction, and School Support he oversaw all STEM and K-12 Computer Science education. He was awarded the CSTA Administrator of the Year in 2014 for his work in the field, where he remains active, and was employed with Pearson Education as the State Account General Manager for California and Hawaii leading state level contracts and sales. Most recently he is a consultant for Science Ed Tech Industry and is the Vice President for Education at National Education Foundation, where works closely with STEM+ Academy Directors to implement and maintain academies at over

20 school districts across the US. He is currently our Chief Strategy Officer and is an adjunct professor in the Leadership Studies Department at the University of San Diego.

Dr. Rod Brame

Dr. Rod Brame has served as the Director of the Center for Innovation and Entrepreneurial Thinking at All Saints' Academy (ASA). He taught AP Physics, Honors Chemistry, and a series of engineering classes for 6th, 7th, 8th grades. The engineering students applied design thinking to go through the research and development process to try to develop a working prototype of an idea that is beneficial to society and/or economically valuable. Over the years, he judged at the Intel ISEF, mentored students with science fair projects, assisted students in pursuit of careers in STEM, and mentored teachers and administrators. In addition, he was involved with FLL robotics, where he went from helping and mentoring teams to serving as Executive Director of the World Robotics Championship, Robots in Paradise.

Dr. Brame's career expanded at Wright State University where he developed and taught science education graduate and undergraduate courses based on the NSTA and AAAS recommendations for elementary and middle school science teacher preparation. He served as Chair of the COSM Undergraduate Curriculum Committee where we restructured the entire undergraduate curriculum and earned NCATE accreditation. At American Geosciences Institute, he facilitated large-scale science education reform efforts, designed and published curriculum, and managed six grants and a staff of six people related to professional development of teachers and administrators. He moved to Florida and joined in the efforts to build STEM capacity. He was the Director of STEM Education and Assistant Professor of Science Education at USF Polytechnic where we developed several integrated STEM programs for undergraduate and graduate teacher education. Currently he lives in Florida, our Director of Professional Learning, and is a STEM consultant focusing on improving STEM capacity for K-12 systems throughout the United States.

2. Hands-on Robotics with instructional materials and PD for 20 Teacher/Administrator participants in grades PreK-12

- i. Dates: June 2021; Dates TBD
- ii. 2 facilitators;
- iii. Two, 3 hour sessions for 20 participants (STEM Institute follow up and Build on PBL)
- iv. 20 teachers in two groups of 10 teachers (Elementary and/or Secondary). Each teacher takes home an exploratory set of 4 robots for classroom use after the PD. *(Additional robotics to*

make full class set of 10 may be purchased at discounted rate under separate cover/invoice).

- v. Technology integration ongoing customer service and support.

Total: \$26,315 for STEM Robotics PD Services.

Exploring Robotics for Teachers Hands On PD		Qty	Cost Each	Total
Exploring Robotics PD Fee per Teacher		20	\$500.00	\$10,000.00
Elementary or Secondary Robots and Curriculum: Choice of:		4 Robot Stations Per teacher for 20 teachers	\$800.00	\$16,000.00
a. Prek-2 (mTiny)				
b. 3rd-5th, (Codey Rocky)				
c. 6th-8th (mBot-s)				
d. 9-12 (Champbot)				
Shipping (Estimated UPS Standard Ground Shipping)		1	\$316.00	\$316.00
Sub Total				\$26,315.00

Contact: Dr. Todd Ullah
 EDforTech Inc.
 Chief Strategy Officer
 555 Conger Street
 Eugene, OR 97402
 (323) 459-1238

**SUMMARY SHEET
RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Strengthening Teaching and Instructional Leadership

DIVISION: Office of Professional Learning (PL) Services

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

PURPOSE AND SUMMARY OF ITEM:

This professional development (PD) activity, Strengthening Teaching and Instructional Leadership with Learning Sciences International (LSI), is designed to build capacity of instructional leaders to lead instructional improvement around rigorous core instruction as a foundation in preparation for the reopening of schools for the 2021-2022 school year. Through this activity, school-based administrators and teacher leaders will revisit best practices for virtual, hybrid, and/or onsite learning. This PD activity will address the need to establish a structured and consistent process to support the instructional efforts of each school leadership team to be able to address the potential student dynamic and unprecedented student's academic loss as a result of COVID-19. The attached proposal provides an overview of LSI's Instructional Leadership Institute for school-based leadership teams (principals, assistant principals, grade level leaders, resource teachers, etc.) and district-level leadership teams (directors, coordinators, instructional specialists, etc.) through a Teaming Professional Learning Series.

FUND SOURCE: Title II, Part A

AMOUNT: \$57,115

PREPARED BY: Ella-Mae Daniel

POSITION: Director, Professional Learning

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: _____



Strengthening Teaching and Instructional Leadership

Promoting a Culture of
Continuous Improvement

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

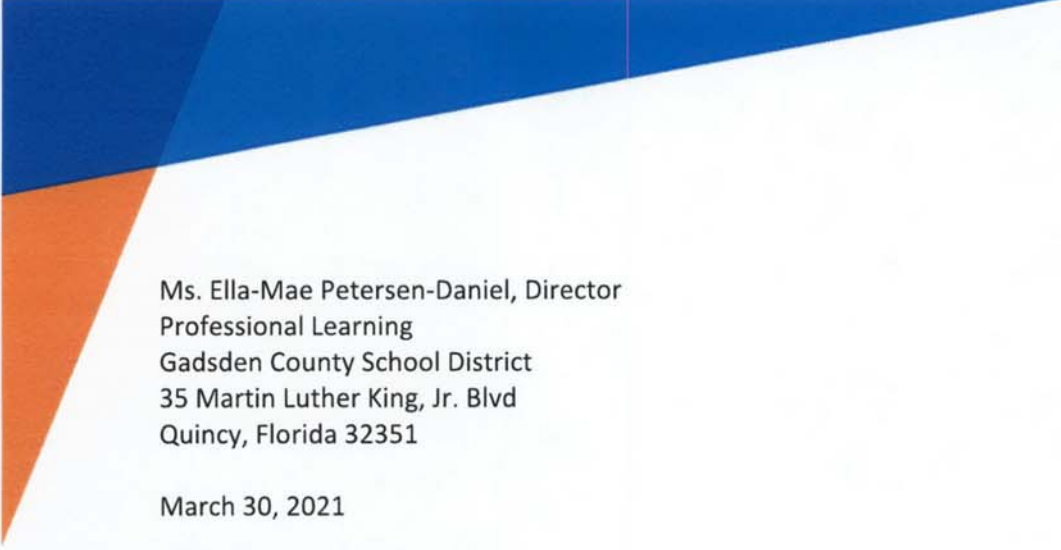
Date: March 30, 2021



1400 Centrepark Blvd | Suite 1000
West Palm Beach, FL 33401

724.459.2100
877.411.7114

www.learningsciences.com



Ms. Ella-Mae Petersen-Daniel, Director
Professional Learning
Gadsden County School District
35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351

March 30, 2021

Ms. Petersen-Daniel:

During our recent conversations, we learned that you are looking for solutions to build capacity of your teachers and instructional leaders to provide rigorous core instruction to all of Gadsden County's students.

As your school and district leaders try to understand best practices for virtual, hybrid, and onsite learning – and support their staff in navigating unfamiliar learning environments – they also face potentially long-term impacts from unprecedented student learning losses. Leaders know that addressing student learning losses must remain a priority, but to do that while still attending to urgent operational concerns, leaders need a structured process to support their instructional leadership team's efforts.

Your teachers also now face multiple, new demands. The learning loss caused by the COVID-19 pandemic compels them to accelerate learning that positively affects student outcomes. The traditional model of teacher-centered instruction, however, will not re-engage students with learning as they return to classrooms, nor will it prepare them for tomorrow's workforce. A fundamental change in teaching practice is necessary to meet these challenges.

The following pages provide an overview of LSI's Instructional Leadership Institute for district and school leaders and our Academic Teaming Professional Learning Series for teachers and teacher leaders. **Per your request, this proposal describes professional development services and materials that we propose for the period of May-June 2021, with a cost estimate.** We will provide a companion proposal for services to be delivered between July 2021 and June 2022.

We look forward to working with you to provide the right training and support for your instructional leaders and faculty. For any questions or clarifications, please reach out to me, David Tudor, or Penny Sell. You will find our contact information on the first page of the proposal.

Sincerely,

Jennifer Perez
Sales Representative
Learning Sciences International

Our Mission

Learning Sciences International® (LSI) empowers schools and districts to transform core instruction and leadership practices, resulting in rapid gains in student learning. We are a research-based organization dedicated to the development of teacher expertise and comprehensive school leadership, working closely with leading researchers and educators to reimagine school success and achieve sustainable school performance.



Learning Sciences International
1641 Worthington Road, Suite 210
West Palm Beach, FL 33409

Points of Contact:

Penny Sell, Practice Leader, Instructional Leadership and Model Schools
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psell@learningsciences.com

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Learning Sciences International
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dtudor@learningsciences.com

Jennifer Perez, Sales Representative
Learning Sciences International
Telephone: 407-680-0721
jperez@learningsciences.com

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Overview of the Instructional Leadership Institute

LSI's Instructional Leadership Institute is a series of four (4) professional development days that empower school and district teams to build professional and sustainable leadership practices that build capacity for implementation of targeted educational improvements. Instructional leadership teams can make advancements that lead to more effective teams, greater distributed leadership, and increases in student achievement.

Instructional Leadership Institute provides a unique opportunity for leaders at every level to engage in professional development and continuous improvement together. Teams build capacity for change by bringing together instructional leaders from every level, from superintendents to teachers; anyone who will be responsible for leading implementation. A community of practice is built within and across teams participating together.

Organizations perform well when their people work effectively as a team – the combined effect of the team is greater than the sum of the individual efforts. Teams can apply individual perspectives, experiences, and skills to solve complex problems creating new solutions and ideas that are beyond the scope of any individual.

High performing schools come from the work of high performing teams. If a team is effective, then people learn from each other. They accomplish far more than would be possible alone. Strong teams within a school and/or district are essential to retaining and sustaining administrators and teachers. In schools with low staff turnover (even in challenging urban contexts), teachers feel connected to colleagues and supported. They feel they belong to a team whose members are fulfilling a mission together. The emotions activated in this context keep us engaged in a difficult endeavor for a sustained period of time.

Once a leadership team has the right conditions for team effectiveness in place, it is important to focus on the instructional vision. As districts develop a culture of continuous improvement, they establish a common instructional vision and collective growth mindset. This vision drives the school and district goals for improvement and the daily work of teams. This ensures the work of teams is always aligned to the district's purpose.

An instructional vision of core instruction is the interaction between student, teacher, and content. To promote a culture of continuous improvement, leaders should clearly define the instructional vision and ensure that all stakeholders understand and use a common language and common set of indicators. Executing a clear instructional vision with a common language enhances the instructional team's motivation, allows self-direction, and engages the team's collective knowledge and skills.

Data is a critical component in driving process improvement. Leading indicator metrics allow leaders to objectively measure progress to their goals. Metrics are important because data objectively identifies strengths and opportunities for growth, which enables teams to proactively address root causes. Leadership teams who track schoolwide and districtwide growth can use this data in action boards to define next steps. Action boards help teams celebrate wins and keep everyone engaged in the culture of continuous improvement.

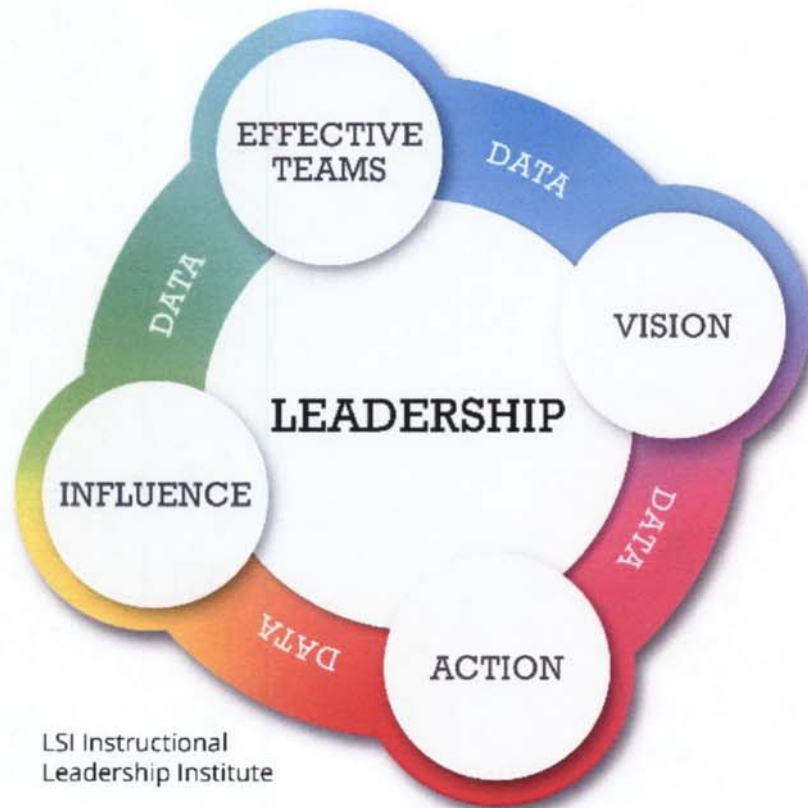


Figure 1 – Leadership is the core a Culture of Continuous Improvement. Data informs the work of leadership teams.

Key Components of the Instructional Leadership Institute

LSI’s Instructional Leadership Institute utilizes four key components in supporting a continuous improvement process. As shown in Figure 1, **Leadership** is the core of the work. The institute helps districts to develop effective leadership within teams, and within organizations, including increased capacity of existing leaders and leaders of the future. Based on LSI’s partnership with Dr. Ruth Wageman from Harvard University, LSI strives to enhance **Effective Teams** by increasing their performance through a focus on the conditions that must be in place for maximum team effectiveness. **Vision, Action, Influence** are the heart of leadership—setting an ambitious vision and leading to that vision, prioritizing actions that make progress to the vision, and influencing others through leadership to work toward the vision. Finally, through a continuous improvement cycle, **data** must inform every aspect of the work of leaders and leadership teams.

Creating a Culture of Continuous Improvement

Incorporated into the leadership components of *Effective Teams, Vision, Action, and Influence* are six foundational strategies designed to create a culture of continuous improvement and build effective instructional leadership teams that can prevail in even the most challenging environments. These strategies include:



Figure 2 – The Six Foundational Strategies of the Instructional Leadership Institute

Instructional Leadership Institute Service Descriptions

4-Day Professional Development Series

LSI incorporates these strategies into our 4-day Instructional Leadership Institute series designed to build and improve the effectiveness of leadership teams. High performing teams create high performing schools. In our Institute, teams use research-validated survey data, receive expert supports, and utilize a clear set of processes and protocols to learn to execute their most important priority – improving student achievement – while becoming a better team.

Day 1: Building Blocks of Leadership Teams

Teams focus on creating a common foundation for each of the components of the Instructional Leadership Institute beginning with the utilization of effective teams survey data to drive improvements to structures and process. Leadership teams engage in activities to support growth, specifically in becoming more confident and competent as they own outcomes through empowering others in the school. Teams identify data collection instruments and tools and monitoring plans, including the use of a daily stand-up to drive continuous, incremental improvement.

Day 2: Leading Change in Team Culture

Building on the foundations from Day 1, teams begin to tackle the changes in climate and culture that support movement toward the instructional vision teams developed. Teams take a deeper dive into utilizing data, completing actions steps and building their capacity to lead the implementation of instructional improvements. Root cause analysis using current data provides direction for team 45-day goals.

Day 3: Leading for Collective Efficacy of Teams

Building on the knowledge provided during Days 1 & 2, teams will use the lens of vision, action and influence to focus on the strong research around collective efficacy and its impact on increased student learning. Teams will address the use of data systems that include short, mid and long-cycle data and implement a full action board process to drive team actions and effectiveness.

Day 4: Leading Teams to Systems of Continuous Improvement

Participants build on the knowledge provided in Days 1-3 and focus on building systems that will sustain the work completed during the Instructional Leadership Institute and support moving closer to realizing the desired instructional vision. Teams utilize post Team Effectiveness survey results to drive improvements to structures and process and to celebrate team growth and successes in teaming functions. Data collection plans and actions boards will be reviewed to inform needed shifts and to action plan for the next school year.

Metrics

To objectively measure progress to goals, teams will take a baseline and an end-of-year **Team Diagnostic Survey (TDS)**. The baseline TDS diagnoses strengths and weaknesses of the tactical teams. Based on the TDS findings, LSI will debrief the data with each team and offer suggestions for team improvements. The end-of-year survey will show where team growth occurred.

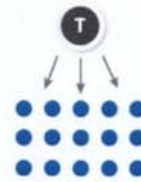
Coaching & Data Analysis

LSI will provide targeted **Team Effectiveness Coaching** based on the results from the TDS. These virtual or onsite coaching sessions are tailored to meet the unique needs of each team, building from where they are at the beginning of our partnership and expanding upon leadership practices and teaming processes that are already working. Through individualized, job-embedded, and focused coaching, LSI coaches will focus the team on a disciplined approach to create momentum for change through **Action Board Coaching** to increase collective efficacy. Action boards provide a visible tool to focus the team on implementing and monitoring the systems that lead to continuous, incremental improvements.

Overview of Implementation Services: Building Teacher Leader and Teacher Capacity with Academic Teaming

A Pathway to Student-Centered Academic Achievement

The traditional model of teacher-centered instruction can no longer prepare today’s students for tomorrow’s workforce. Many of today’s classrooms struggle to go beyond teacher-centered instruction. In response, LSI researched, tested, and designed a professional learning series, *Academic Teaming*, that breaks the cycle of teacher-centered instruction by training educators to scaffold to higher levels of rigor and student autonomy over time. Academic Teaming fosters a classroom with increased student engagement, collaboration, and an enjoyable learning environment.



The journey begins with establishing the groundwork for well-balanced student teams. Classroom resources allow teachers to introduce teams to roles and routines, so that all voices are heard as students share their thinking, listen, and respectfully respond to teach other. As the series progress, participants learn to enhance team-centered learning as teams learn how to function, how to use resources, and how to monitor their own learning with learning targets.



Each topic provides ready-to-use classroom resources to support classrooms that are organized into small, diverse student-led teams. Student-led teams provide the optimal classroom context to grow:

- Students’ ownership of their learning process
- Social and Emotional Learning skills
- Cognitive engagement in rigorous tasks aligned to academic standards
- Teamwork for development of new economy skills for the 21st century



Teachers receive a toolkit of resources to promote next-day implementation of training concepts. Student and teacher resources make it easy to create rigorous tasks that build student ownership, promote the sharing of ideas, nurture productive struggle, and effectively allow students to reach their full potential. Teachers will help students form teaming structures that allow them to fluidly practice collaboration in both brick and mortar and virtual settings.

In **Academic Teaming 101: Student-led Team Basics**, participants learn about team-centered classrooms as they transform their vision for teaching and learning. Participants will receive highly engaging, ready-to-use classroom resources that guide students to respectfully share their thinking and learn with each other. This professional development will help teachers plan for well-balanced productive teams, use teaming mats, agree/disagree cards and “How to” guides, enabling teachers to initiate active learning strategies with their students the very next day.

Academic Teaming 201: First Step to Student Team Autonomy supports teachers as they enhance team centered listening and learning with both individual and team accountability. Participants plan scenarios using toolkit resources for connecting new learning and producing evidence at the taxonomy level of the standard. Teachers learn how to engage student-led teams to plan and organize their own learning process, recognize when they are not on task and take action to get back on task.

Leadership Support

LSI will provide additional supports to school leadership teams and instructional coaches to ensure implementation of strategies learned during the Academic Teaming sessions. Monthly **School Leadership Coaching** will develop the skills of principals and other school leaders to monitor and support implementation of Academic Teaming practices schoolwide. **Coaching for Implementation** will develop the skills of school leadership teams and instructional coaches to build the capacity of the faculty for rigorous, student-centered teaching. Participants will learn to coach and strengthen content implementation through classroom visits. LSI will also provide flexible **Collaboration** supports for teacher leaders and PLCs to grow organizational capacity for long-term independent practice.

Proposed Implementation Plan and Costs

Building Leadership Capacity in GCPS

Professional Development, Coaching, and Metrics

Date	Service	Delivery	Unit Price	Total
May-June 2021	Team Diagnostic Baseline Survey	Team Diagnostic Survey, Baseline; 1 survey per team for 13 teams, 1 team survey at no cost.	\$299.00	\$3,588.00
	Day 1: Building Blocks of Leadership Teams	Onsite, 1 day, delivered to members of 13 teams of 4-6 members per team	\$3,000.00	\$3,000.00
	Leadership coaching for action steps	Option 1: 1, 1-hour virtual coaching sessions per team for 13 teams	\$500.00	\$6,500.00
		Option 2: 1, half-day onsite coaching session per team for 13 teams	\$1,500.00	\$19,500.00
Instructional Leadership Institute Total with Virtual Coaching Session				\$13,088.00
Instructional Leadership Institute Total with Onsite Coaching Session				\$26,288.00

Building Teacher and Teacher Leader Capacity in GCPS

Professional Development and Coaching

Date	Service	Delivery	Unit Price	Total
May 2021	Academic Teaming 101: Student-led Team Basics	Onsite, 2 days delivered as 2 cohorts of 35 people maximum per cohort, 3 hours per cohort per day	\$3,000.00	\$6,000.00
June 2021	Collaboration for PLCs: planning for implementation Student-led Teaming Basics	Onsite, 6 hours distributed between 2 cohorts	\$3,000.00	\$6,000.00
	Coaching for Implementation: support for school leadership teams and instructional coaches	Onsite, 1 day per school for 3 schools	\$3,000.00	\$9,000.00
	Academic Teaming 101, Student-led Team Basics Kit	[1] 4 Steps [30] Agree/Disagree Cards [1] Agree/Disagree Cards How to Guide [5] Forming Student Teams [1] Forming Student Teams How to Guide [8] Summarizing Mat [1] Summarizing Thinking How to Guide [16] Summarizing Thinking Guide/Summarizing Mat (Annotated) [1] What If... [1] What If... How to Guide [8] Role Card - Facilitator [8] Role Card - Learning Monitor [16] Role Card - Team Member [1] Academic Teaming 101 Participant Notebook [1] Academic Teaming 101 Kit Guide.	\$299.00	\$20,930.00
	Book: The Power of Student Teams: Achieving Social, Emotional, and Cognitive Learning in Every Classroom Through Academic Teaming	1 book per teacher for 70 teachers	\$29.95	\$2,097.00
Academic Teaming Professional Development Total				\$44,027.00
Instructional Leadership Institute Total with Virtual Coaching Session				\$13,088.00
Instructional Leadership Institute Total with Onsite Coaching Session				\$26,288.00

Proposal Total with Virtual Instructional Leadership Institute Coaching: \$57,115.00
Proposal Total with Onsite 3-hour Instructional Leadership Institute Coaching: \$70,315.00

Initial _____

Date _____



Appendix - Services Agreement

This agreement is made and entered into as of the date last signed below by and between Gadsden County School District (hereinafter referred to as "the District") whose principal place of business is 35 Martin Luther King, Jr. Blvd., Quincy, Florida, 32351 and Learning Sciences International, LLC (hereinafter referred to as "Contractor"), whose principal place of business is 175 Cornell Road, Suite 18, Blairsville, PA 15717.

WHEREAS, The District is interested in procuring the Contractor's professional development, training, and support services for schools within the District; and

WHEREAS, Contractor desires to provide their professional development, training, and support services for schools within the District,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SPECIAL CONDITIONS

1.1. Term of Agreement. The term of this Agreement shall commence upon contract award and continue until June 30, 2021. Notwithstanding any other termination referenced herein or attached hereto, the District reserves the right to terminate this agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this agreement without cause or subject to any penalties or obligations.

1.2. Scope of Work. The Contractor shall provide the following services as noted within the proposal's Implementation Plan.

1.2.1. Services shall be provided at the following location(s): 35 Martin Luther King, Jr. Blvd., Quincy, Florida, 32351.

1.2.2. Services shall be considered complete upon the District's acceptance of deliverables described in the Implementation Plan & Cost Summary.

1.2.2.1. If services are not able to be provided in person at the identified location due to statewide or other shutdown, the District agrees to accept virtual delivery of the services.

1.2.3. The Contractor reserves the right to revise the Services based on data analysis results throughout the project, upon discussion with and written approval authorized leaders from the District. The Contractor will make a best effort to maintain overall project cost neutrality of any changes.

1.2.4. While the Contractor is providing services, the Contractor's staff developers and leadership coaches are permitted to take informal pictures or videos of classroom practices and student interactions when the District has a photo/video release on file for such students. These photographs and videos will be used for training purposes to assist the Contractor's clients in

Initial _____

Date _____



better understanding the impact of their professional practice on student learning. The District will provide a list of the students with photo/video releases on file.

1.2.5. If the District desires to modify participating schools named as part of this agreement, the Contractor reserves the right to assess and/or revise the Services, and thus may require a renegotiation of products, services and overall cost based on the changes.

1.3. Data Collection, Analysis, and Reporting. The District agrees to Contractor's access to the student assessment data, including Interim and Benchmark assessment data, diagnostic student achievement data from web-based systems from, for example, Performance Matters, and state Department of Education assessment data.

1.3.1. Purpose of the Data to be Conducted: Student achievement data is a critical component for collecting appropriate metrics over time upon which the District can evaluate progress towards rigor and effectively support professional development. Data is necessary to assess short-, mid- and long-cycle student achievement to assess gains and the effectiveness of the programs. Therefore, the District agrees to provide the requested data for students in the district in the same grade levels as participating schools. All district data is necessary to create a comparison group of similarly situated students who did not receive the treatment program. De-identified data or mock student ids can be used to secure personally identifying information as long as they are consistent across assessment files.

1.3.2. Information to be Disclosed: Information to be disclosed will be confidential and include metrics such as average scores per item and scores averaged by demographic subgroups.

1.3.3. Conditions. The parties agree to the following conditions relating to the security and confidentiality for all collected student data.

1.3.4. Ownership of Data. The collected student data shall remain the sole property of the District. Except as expressly provided in this agreement, the District retains all right, title, interest in the collected student data as specified in this Services Agreement. The Contractor retains the right to include the student data in publications or written reports whereby the results of the data are reported anonymously. Furthermore, data included in publications or reports will never be released in any way that would enable someone to identify students, parents, or teachers.

1.3.5. Collected Data. Contractor will use an FTP account to securely transfer data files from the customer to LSI. This account will permit the files to be loaded for processing. All electronic analysis of data will be performed on encrypted, secure, password protected computers. The Contractor agrees that all data collected, and the resulting analysis of that data will be kept confidential. The Contractor shall maintain confidentiality and safeguard the analysis of any data gathered as a result of this Agreement. The Contractor reserves all rights to publish the results of research and shall publish results without personally identifiable student or teacher information. The District has the right to review publications prior to submission but will have a maximum of ten (10) business days to review and provide a list of any requested changes to the Contractor for consideration. The Contractor will submit a final copy to the District prior to publication.

1.3.6. Data Requested. The Contractor will request the following data to analyze improvements additional outcomes besides student achievement, including student behavior referrals, student tardiness, student attendance, chronic absences/ truancy, in-school suspensions, out of school suspensions, and teacher absenteeism. The data will be used to analyze trends over time and assess improvements in the conditions at the school.

1.3.7. Confidentiality of Student Information. The confidential student information will be used by researchers at the Contractor to conduct studies designed to improve instruction for children in the District.

1.3.7.1. To affect the transfer of data subject to FERPA, the Contractor agrees to use the collected data for no purpose other than research and analysis authorized under Section 99.31 (a)(6) of Title 34 of the Code of Federal Regulations which allows disclosure of personally identifiable information from students' education records in connection with the Contractor conducting studies to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction. The Contractor further agrees not to share data received under this Amendment with any other entity without prior written consent and to destroy the information when no longer needed for the purposes for which the study was conducted.

1.3.7.2. The Contractor is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Services Agreement, the Contractor acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

1.3.8. Authorized Representatives. The Contractor and the District shall designate in writing a single authorized representative able to request and share data according to this Services Agreement. The authorized representatives shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement.

1.3.8.1. The Contractor designates Lindsey Devers Basileo, PhD, as the authorized representative of the District's data. The Contractor or its agents may upon request review the records required to be kept under this section.

1.3.8.2. Upon contract award, the Contractor will designate a District Lead and Project Coordinator as authorized representatives for all project related inquiries for the duration of this work.

1.3.8.3. The District commits to providing any/all contact information needed to deliver products and services, including surveys to school leadership, staff, and faculty for participating schools and district administration, School and District Leadership Teams, and school faculty and staff regarding promoting full participation in service delivery and interaction with technology products and services.

1.3.8.3.1. The District designates, _____
(name, title, and contact information) as the project point-of-contact for the District.

1.3.8.3.2. The District designates, _____
(name, title, and contact information) as the data analysis and research point-of-contact for the District.

1.3.8.3.3. The District designates, _____
(name, title, and contact information) as the technology (Organization Administrator for Contractor technology products that may be part of the project) point-of-contact for the District.

1.3.9. Surveys. All participants must be able to receive emails and access links from SurveyMonkey.com and Research.net. Participants will be asked to complete surveys at one or both sites. In order to receive invitations from and gain access to these websites, the District will be responsible for adding SurveyMonkey.com, Research.net and Outbound.research.net to their email "whitelist" and adjusting firewalls or email filters if necessary, for participant access. Names, email addresses, and other contact information will not be used or transferred for reasons other than those stated within this agreement.

1.3.9.1. Should School Culture, School Leadership Team, and/or other Contractor surveys or reports be administered and delivered as part of this Services Agreement, the District will provide all necessary names, email addresses, and/or other contact information to the Contractor when requested. Names, email addresses, and other contact information will not be used or transferred for reasons other than those stated within this agreement.

1.4. Pricing. Prices quoted are good for 30 days from the date of proposal or quote, unless otherwise stated in writing. All prices stated in USD unless otherwise noted. Pricing remains firm for the contract period.

1.5. Payment. Purchase order or payment is required prior to order fulfillment, unless otherwise agreed upon by the District and the Contractor. Make checks payable in USD to "Learning Sciences International" and submit to 175 Cornell Road, Suite 18, Blairsville, PA 15717.

1.6. Scheduling. On-site training and professional development sessions require 30 days advance notice. Signed contract, purchase order, or payment must be received before training dates can be reserved. Trainings scheduled at the District's request with less than 30 days advance notice are subject to availability and a \$500 expediting fee. All training sessions must be scheduled no later than 12 months following receipt of purchase order.

1.6.1. The District commits to receiving delivery of products and services as defined in the proposal, unless agreed to in-writing by and authorized representative of the Contractor. As a result, any scope changes, repurposing of professional development days or onsite coaching or district support days or virtual support sessions will not be permitted unless agreed to, in-writing, by any authorized Contractor representative.

1.7. Cancellation. On-site training and professional development sessions may be rescheduled prior to 20 days in advance without penalty. Districts who cancel / reschedule within the 20-day

Initial _____

Date _____



window will be charged a \$500 fee + travel expenses incurred (including cancellation and airline booking fees.). Virtual sessions may be rescheduled prior to 10 days in advance without penalty. Districts who cancel/reschedule virtual sessions within the 10 day window will be charged a \$110 per virtual hour cancellation fee.

1.8. Shipping and Handling. Shipping and Handling for print materials are shown at standard ground rates. Please allow 7-10 business days for order processing and delivery. Expedited or overnight shipping available for some items. Additional fees may apply. The Contractor will fulfill the Districts' order based on the quantity of materials shown on the District's purchase order. Should the District request additional copies of materials, the District will be invoiced for the materials plus shipping and handling. Expedited or overnight shipping may apply.

1.9. Sales, Use, Value Add and other Taxes. If the District is exempt from sales taxes, they must provide a copy of their current exemption certificate, if applicable. The Contractor reserves the right to charge sales, use, and/or value added tax in addition to quoted product prices as required by taxing authorities, if applicable. Actual sales tax billed will be based on the Contractor's sales tax collection requirements and the District's current jurisdiction rates in effect on the date of invoice.

1.10. Recording of Presentations. All audio and video recording are prohibited without written consent from the Contractor.

1.11. Payment on Deliverables. Total contracted services will be invoiced in even monthly increments over the course of the contract.

1.12. Required Signatures. Please provide Authorized Representatives (Section 1.3.8.3), initial and date all pages of this Service Agreement, complete the required signatures below and return with a purchase order via email to accounting@learningsciences.com.

District Representative: _____

Title: _____

Signature _____

Effective Date _____

Learning Sciences Representative: Michael Toth _____

Title: CEO _____

Signature  _____

Effective Date 3/30/2021 _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e

Date of School Board Meeting: May 25, 2021

TITLE OF AGENDA ITEM: FSU Multidisciplinary Services 2021-22 School Year

DIVISION: EXCEPTIONAL STUDENT EDUCATION

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

PURPOSE AND SUMMARY OF ITEM:

(Type and Double Space)

The contractual agreement between FSU and Gadsden School District provides for evaluation, follow-up, and intervention services beyond what the district provides.

The center agrees to evaluate referred students, provide follow-up services and interventions. The district will make the appropriate referrals, assist with transportation when necessary, and reimburse for copying when appropriate.

Counseling services will be provided to students at Gadsden County High School one day a week, and additional schools as determined by the ESE Director.

FUND SOURCE: FEFP Dollars
AMOUNT: \$25,000.00
PREPARED BY: Sharon B. Thomas *SBT*
POSITION: Director, Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 4, 5, 8 & 9

CHAIRMAN'S SIGNATURE: page(s) numbered 4 & 8

Be sure that the COMPTROLLER has signed the budget page.

This form is to be duplicated on light blue paper.

summary for revised 0591

Proofread by: *Keala R. Francis*

MF



FLORIDA STATE UNIVERSITY
COLLEGE OF SOCIAL WORK

Multidisciplinary Evaluation and Consulting Center

The College of Social Work
2139 Maryland Circle, Suite 1200, Tallahassee, FL 32303-1001
850-644-2222 (Main) • 850-644-6591 (Fax)
<http://mdc.fsu.edu>

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

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

Accordingly, the parties agree as follows:

The Agreement shall begin on July 1, 2021, or upon execution, whichever comes latest, and shall terminate on June 30, 2022.

The District will be allocated referrals for up to 10 evaluations to be devoted to diagnostic and consultation services. Given the diverse nature of referrals from school districts, each case will be reviewed on an individual basis. Allocated service hours not utilized in the District may be made available to other participating Districts after February 1, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

DocuSigned by:

Anne Selvey

9B2923348822429

Anne Selvey, Director
Multidisciplinary Center
Florida State University

Date

DocuSigned by:

James Clark

James J. Clark, Dean
College of Social Work
Florida State University

5/3/2021 | 3:23 PM EDT

Date

Elijah Key, Superintendent
Gadsden County School District

Date

Leroy McMillan, Chairman
Gadsden County School Board

Date

Certificate Of Completion

Envelope Id: B8F7D30CF44A4CBCB3B4657271D76EB4
 Subject: Signature request on Contract Gadsden County Cooperative Agreement 2021-2022
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 2
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Delivered

Envelope Originator:
 FSU Contracts - TCM Procurement
 A1400 University Center
 Tallahassee, FL 32306-2370
 PROSRV-Procurement-TCM@fsu.edu
 IP Address: 199.188.157.82

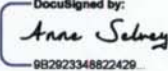
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 PROSRV-Procurement-TCM@fsu.edu
 Location: DocuSign

Signer Events

Anne Selvey
 aselvey@fsu.edu
 Florida State University
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 146.201.50.251

Timestamp

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 Signed: 5/3/2021 2:03:34 PM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Elijah Key
 keye@gcpsmail.com
 Security Level: Email, Account Authentication (None)

Sent: 5/3/2021 2:00:14 PM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

James Clark
 jclark5@fsu.edu
 Dean
 Florida State University
 Security Level: Email, Account Authentication (None)

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 Using IP Address: 146.201.115.93

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events**Status****Timestamp**

Sharon Thomas
 thomass@gcpsmail.com
 ESE/Student Services Director
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 5/3/2021 2:00:14 PM
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Certified Delivered	Security Checked	5/3/2021 3:22:56 PM
Signing Complete	Security Checked	5/3/2021 3:23:03 PM

Payment Events**Status****Timestamps**

**AGREEMENT BETWEEN THE SCHOOL BOARD OF GADSDEN COUNTY,
FLORIDA AND THE FLORIDA STATE UNIVERSITY
MULTIDISCIPLINARY CENTER**

This agreement by and between the School Board of Gadsden County, hereinafter referred to as the District, and the FSU Multidisciplinary Center, hereinafter referred to as The University, is for the purpose of securing counseling services.

The term of the agreement is July 1, 2021 through June 30, 2022.

The rate for service shall be a minimum of \$100 per day and may not exceed \$400 per day. The total costs for the agreement term shall not exceed \$25,000. Rates include direct service to students by face to face and/or Telehealth, consultation with school personnel and parents as needed, participation in meetings and staffings, cost of materials and supplies, documentation and costs of travel.

The District shall pay the University bi-monthly based upon the Center's invoices accompanied by activity logs documenting services. Payment is due within thirty (30) days of invoice receipt.

The Center shall be responsible for participation in the agreed upon psychological services that will include but are not limited to:

- Individual and group counseling for students identified by the Gadsden County School District, in schools mutually agreed upon
- Consultation with teachers and other school personnel in regard to students referred for counseling.
- A treatment summary for each student served upon completion of service.
- Licensed/certified supervision for the counselors.

The District shall be responsible for the following:

- Obtain parental permission for each student referred for counseling.
- Provide a regular meeting location that is relatively free of outside noise and distractions.


The District will have access to counseling records that are directly pertinent to this agreement.

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

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

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


The parties affix their signatures below to covenant to the terms above.

DocuSigned by:


Anne Selvey, Director
FSU Multidisciplinary Center

5/6/2021 | 10:00 AM EDT

Date

DocuSigned by:


Sally McRorie, Provost
Florida State University

5/6/2021 | 7:20 AM PDT

Date

Elijah Key, Superintendent
Gadsden County School Board

Date

Leroy McMillan, Chairman
Gadsden County School Board

Date

Certificate Of Completion

Envelope Id: 96FDD6D05CBC42428E99252F238DA696
 Subject: Signature request on Contract Gadsden County Counseling 2021-2022
 Source Envelope:
 Document Pages: 2
 Certificate Pages: 2
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 FSU Contracts - TCM Procurement
 A1400 University Center
 Tallahassee, FL 32306-2370
 PROSRV-Procurement-TCM@fsu.edu
 IP Address: 199.188.157.82

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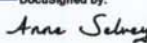
Holder: FSU Contracts - TCM Procurement
 PROSRV-Procurement-TCM@fsu.edu

Location: DocuSign

Signer Events

Anne Selvey
 aselvey@fsu.edu
 Florida State University
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 962923348822429...

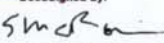
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Signature Adoption: Pre-selected Style
 Using IP Address: 146.201.50.251

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sally McRorie
 smcrorie@admin.fsu.edu
 Provost
 Florida State University
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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Signature Adoption: Drawn on Device
 Using IP Address: 174.248.72.71
 Signed using mobile

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Elijah Key
 keye@gcpsmail.com
 Security Level: Email, Account Authentication
 (None)

Sent: 5/6/2021 10:20:23 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events		
Status	Timestamps	
Envelope Sent	Hashed/Encrypted	5/6/2021 8:50:59 AM
Payment Events		
Status	Timestamps	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8f

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Request Approval for Erate Funded Services.

DIVISION: Media & Technology

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

PURPOSE AND SUMMARY OF ITEM:

Bids and USAC Services requests accepted March 8, 2021. A review and scoring completed to determine the right provider to deliver the requested service. Current services end on June 30, 2021. These services will begin July 1, 2021 and continue for 1 year. These services include Internet, Hosted Voice (Phone), Wide Area Network (Connections to all of our school sites); hardware purchases, support services.

FUND SOURCE: USAC- Erate/District

AMOUNT: \$606,040.37 Erate Funding: \$472,445.31

PREPARED BY: John Thomas  District Funding: \$133,595.06

POSITION: Network Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered



REQUEST FOR PROPOSAL

Fiber Optic Wide Area Network

January ~~296XXX~~, 2021

Prepared by the Gadsden County School
District

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Attachment A RFP Response Form – Title Page

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SECTION 1 - INTRODUCTION AND PROCEDURES

1.1 Purpose and Scope

The Gadsden School District (The District), has prepared the following Request for Proposal (RFP) document for a Lit WAN service for all District sites. A complete list of current School District locations is in Section 3.

The District seeks a quality vendor with experience in multi-site installations, and capabilities to provide responsive service for the network systems installed. The wide area network system must meet open industry standards, and meet the requirements established by the District as described on the following pages.

E-rate funding for this project is mandatory.

Scope of need: Lit WAN Service. This option involves a monthly service cost to the district for a vendor-owned WAN which includes all necessary components required to deliver connectivity at 1 or 10 Gig speed.

The project is to be completed and operational by **June 30, 2021**

This RFP sets forth:

1. The process whereby invited parties may respond.
2. Instructions regarding the required form and content of vendor proposals.
3. The functional and performance criteria for required system and hardware.

Upon completion of the RFP process, the Gadsden School District may contract with selected vendor to provide the service. The successful response will include solutions for the proper management, maintenance and monitoring of the system. The selected vendor will be responsible for all design work, procurement of equipment, installation, and cutover details including all planning, maintenance, and training.

1.2 Schedule of Events

The estimated schedule of events through implementation is outlined below.

RFP Issued	January 29 XXX , 2021
Proposals Due @ 2:00 PM	February 26 XXX , 2021
Complete installation	June 30, 2021

Gadsden School District
Fiber Optic Wide Area Network RFP

1.3 Background

The Gadsden County School District is the best kept secret in the State of Florida. The Gadsden County School District is a district of about 5,100 students and 1,000 employees. Nestled in a small community of beautiful green, rolling hills just twenty miles south of the southernmost border of Georgia and twenty miles west of Tallahassee, Gadsden

County is offering the best of all worlds.

The District currently connects 11 of its 14 school buildings with a leased fiber system running at 1 gig speed. 3 of the 14 sites are connected using a vendor interconnect.

1.4 Communications Regarding RFP

- 1.4.1 Proposal Response Deadline and Delivery. Vendors shall provide one signed original, one printed copy, and one electronic format copy of the proposal. Proposals must be received at the following address no later than **2:00 PM on February 26~~XXX~~, 2021.** Vendors are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the US Postal Service, will not be grounds for an extension of the deadline. Proposals submitted after the deadline may be rejected. Proposals sent via E-Mail or FAX will not be accepted.

Sealed proposals must be delivered to:

Gadsden School District
Andrea ~~Lawson~~Dawson

35 MLK Jr. Blvd.
Quincy, FL, 32351

- 1.4.2 Contacts. Upon release of this RFP all vendor communications concerning this acquisition shall be directed to:

John Thomas
35 MLK Jr. Blvd.
Quincy FL, 32351
Phone: 850-627-9651
Fax: 850-627-2760
E-mail: thomasj@gcpsmail.com

Vendors who seek information, clarification, or interpretations from Gadsden School District employees are advised that such material is used at the vendor's own risk and the District shall not be bound by any such representations.

- 1.4.4 Vendor Clarifications and Questions. Questions concerning the RFP must be submitted in writing (may be faxed or sent via E-mail) in advance of the RFP due date.

- 1.4.5 RFP Changes or Amendments. Any revisions to the RFP will be issued in the form of an addendum and will be distributed to all vendors prior to the Response Due Date.
- 1.4.6 Clarifications. The Gadsden School District reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal. The District's retention of this right shall in no way reduce the responsibility of vendors to submit complete, accurate and clear proposals.
- 1.4.7 Vendor Contact. The proposal must include the name of the specific individual who will act as the primary contact for the vendor during proposal evaluation. The proposal must identify the contact's position in the organization, telephone number, fax number, and E-mail address, if available.

1.5 General RFP Procedures

- 1.5.1 Right of Selection/Rejection of Proposals. The Gadsden School District reserves the right to select a proposal for telecommunications services and equipment through competitive negotiations. The Gadsden School District reserves the right to select or reject any or all proposals for any reason, to waive any informality in the proposals received, and to waive minor deviations from the specifications. The District may award a contract on the basis of information in addition to that received in a proposal. It is emphasized that all quotes should be complete and submitted with the most favorable financial terms.
- 1.5.2 Multiple Proposals. Vendors may submit more than one proposal in response to this RFP. However, each proposal must be a separate, complete package, which can be considered independently of any other proposals from the same vendor.
- 1.5.3 Errors in Proposals. Vendors are responsible for all errors or omissions in their proposals, and any such errors or omissions will not serve to diminish their obligations to the Gadsden School District.
- 1.5.4 Cost of Development of Proposals. All expenses incurred by vendors related to the proposal or the selection process will be borne by the vendor. No claim for reimbursement of time, material, or travel expenses shall be made by the vendor against the Gadsden School District, regardless of the results of the selection process.
- 1.5.5 Vendor Prime Contractor Responsibility. If a vendor's proposal includes equipment, hardware, software, or services to be supplied by entities other than itself, it is mandatory

for the proposing vendor to act as prime contractor for the procurement of all products and services proposed to meet this RFP. The vendor acting as the prime contractor must be the sole point of contact with regard to contract stipulations including payment of any and all charges resulting from the purchase of the proposed equipment, hardware, software, and/or services. The vendor acting as the prime contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied by its subcontractor.

- 1.5.6 Period of Validity of Proposals. The Vendor must certify that its proposal will remain in effect for 180 days after the proposal due date. The District may request an extension beyond the 180 days.
- 1.5.7 Proprietary Material. The Gadsden School District will attempt to protect legitimate trade secrets of any vendor. Examples of such information would be unpublished descriptions of proprietary aspects of the systems proposed. Any proprietary information contained in the proposal must be designated clearly and should be separately bound and labeled with the words "Proprietary Information." Marking the entire proposal proprietary may result in the rejection of the proposal.

Vendors should be aware that the District is required by law to make its records available for public inspection, with certain exceptions. It is the District's belief that this legal obligation would not require the disclosure of proprietary, descriptive literature that contains valuable designs, drawings, or documentation. However, the vendor, by submission of materials marked "Proprietary Information," acknowledges and agrees that the District will have no obligation or liability to the vendor in the event that either must disclose these materials.

- 1.5.8 Proposal Disposition. All materials submitted in response to this RFP shall become the property of the Gadsden School District.

1.6 Codes and Standards

It shall be the responsibility of the Vendor to identify all codes, and/or agencies having jurisdiction and governing the execution of this proposal and to insure conformance with those codes and agencies. At a minimum, the execution of this RFP and all acts of the Vendor selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- Federal Communications Commission (FCC)
- OSHA
- Electronic Industries Association (EIA)
- American National Standards Institute (ANSI)
- National and Local Electrical Codes, including NFPA 70
- Local Ordinances as applicable
- BICSI Telecommunications Distribution Standards
- Applicable Regulations of the Florida Department of Labor
- State and Federal Anti-Discrimination Laws

This list is not exclusive.

1.7 Proposal Format

It is essential that the Gadsden School District be able to easily match a vendor's response with this RFP's requirements for information. Proposals should be submitted on 8.5 by 11 inch paper. Foldouts for charts, tables, spreadsheets, and single line diagrams are acceptable.

- Section 1 Introduction and Procedures. This includes the Title Page (Attachment A) and a Proposal Overview, not to exceed three pages, identifying the primary reasons why the proposal will best meet the needs of the District.
- Section 2 Vendor Requirements / Information. This includes the Vendor and Manufacturer Background Information, general vendor and project requirements, maintenance and service response, and the Customer Reference List.
- Section 3 System Specifications. Provide information about the specifications of the network system to be installed and provided to the District.
- Section 4 Terms and Conditions. The total system costs (Attachment B) to provide the system.

1.8 Evaluation Criteria

The District will initially evaluate the proposals for requirements compliance and technical merit. Proposals deemed acceptable will be reviewed to establish life cycle costs. The District will then select a group of vendor finalists that may be asked to present and demonstrate the products and services included in their proposal. The demonstrations must focus on the ability of the proposed systems to meet the District's functional requirements while providing easy and flexible operation for the users.

A contract shall be awarded to the most responsible and responsive vendor based upon the following criteria:

1. The non-recurring, installation cost and recurring, life cycle costs for all products and services considered or proposed. 30%
2. The quality of the system proposed and their conformity with technical specifications. 20%
3. The ability, capacity and skill of the vendor to provide the services required. 20%
4. Ongoing servicing and maintenance resources, capability and capacity. 10%
5. The character, integrity, reputation, judgment, experience and efficiency of the vendor. 10%
6. The quality of performance on similar contracts. 10%

(Must add up to 100% and price is the highest criteria above all others.)

1.9 Acceptance of Bid (Award)

1. **Owner.** The Gadsden School District intends (but is not bound) to award a Contract to the Bidder with the highest score, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Gadsden School District has the right to waive any informality or irregularity in any Bid(s) received, ~~and to accept the Bid which, in its judgment, is in its own best interests.~~
2. **Requirements for Award.** Before the Award, the apparent successful Bidder shall:
 - a. Have a current SPIN identifier number;
 - b. Have industrial insurance coverage for the Bidder's employees working in Florida.

- 1.9.1 **Rejection of Bid(s):** The Gadsden School District shall have the right but not the obligation to reject any or all Bids for any reason or for no reason, or to reject a Bid, which is in any way incomplete or irregular.

SECTION 2 - VENDOR REQUIREMENTS / INFORMATION

2.1 Vendor Background Information

Please provide the following information:

- a. Parent Company (if applicable):
- b. Name and title of top local executive:
- c. Organizational Type/Structure:
- d. Vendor Experience:
 1. Years company in business:
 2. Number of trained technicians for supporting proposed Gadsden system:
 3. Additional background information (optional):

2.2 Sub-contractor Information (if applicable)

Provide a list of sub-contractors who will have responsibilities for work related to successful accomplishment of this project. Include a brief background on each subcontractor(s) involved, description of the subcontractor's activities, and three references of work similar to that which they will be performing as subcontractor on this project.

2.3 General Implementation Requirements

With submission of a proposal, the Vendor understands and agrees to the following:

- 2.3.1 It shall be the responsibility of the Vendor to design, furnish, install, and test all aspects of the installed network fiber cabling and hardware electronics as outlined in this RFP.
- 2.3.2 This RFP is intended to represent a functional description and performance criteria for systems required. The Vendor shall conduct actual system engineering and design activities that will lead to the final system configuration.
- 2.3.3 The Vendor accepts any available blueprint and/or site plans provided by the District as guidelines only, and accepts that the plans are not guaranteed to be an accurate representation of all conditions.
- 2.3.4 The Vendor shall provide all supervision, labor, materials, equipment, and testing instrumentation required for the work associated with this RFP.
- 2.3.5 The Vendor shall secure all permits, inspections, and authorizations required to complete its work associated with this RFP, at no additional cost to the District.

- 2.3.6 All vendors working on any Gadsden School District site shall abide by all District rules and State regulations. Buildings and grounds are tobacco-free and drug-free areas. In addition, weapons and alcohol are prohibited. Any workers who might come in contact with children on any Gadsden School District site must have undertaken a criminal background check to be on file with the Vendor. No workers convicted of crimes against children will be allowed on any Gadsden School District site. All vendor employees must carry picture ID and wear identification badge at all times.
- 2.3.7 Vendor is responsible for confirming the location of existing utilities prior to commencing work. Vendor agrees to repair and restore any utilities damaged during construction.
- 2.3.8 Vendor shall make NO penetration of walls, floors, or ceilings without the prior consent of the Gadsden School District.
- 2.3.9 Access hours to District sites will be from 7:00 a.m. to 5:00 p.m. Monday through Friday.
- 2.3.10 Vendor shall provide a complete work schedule before execution of any work. Format of the schedule should be Gantt, and a two-week "look-ahead" schedule should be provided on a weekly basis while the work is undergoing.

2.4 Customer References

The Gadsden School District is specifically interested in the Vendor's experiences and responsibilities in designing and implementing systems that are comparable to the project outlined in this RFP. The Vendor must submit a minimum of four (maximum of ten) relevant references of customers where the Vendor provided a similar system (same make and/or model) within the last three years and is presently in use. The following information is required for each reference:

<u>Company Name and City</u>	<u>Contact Name and Telephone Number</u>	<u>System Size and Type</u>	<u>Date of Installation</u>
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SECTION 3 – GENERAL SYSTEM SPECIFICATIONS

3.1 – General System Design

The proposed fiber optic network can be comprised of underground fiber, aerial fiber, or a combination of the two. Underground installation will be preferred wherever possible. Appropriate electronics must be provided on all ends of the network (buildings and hub). The electronics must be able to hand off a 1 or 10 Gigabit Ethernet connection to the School District's internal networks and provide a minimum of 1 gigabits per second data rate for all sites. The provider will be responsible for bringing the WAN service into the School Buildings and to the District's existing equipment.

3.2 – Installation Cabling

- a. All buried fiber optic cable must be buried with an associated locator wire.
- b. Ensure that all cables meet generally accepted industry standards and specifications.
- c. Any exposed conduit shall be metal conduit.
- d. Buried installations shall be at least 36" below grade.
- e. Place fiber optic warning tape 24" above conduit/inner duct.
- f. Seal all conduits and inner ducts to prevent water intrusion.
- g. All grounds must be returned to original conditions after construction is complete.
- h. All MDF locations shall be clean, free of debris and wire scraps, and properly labeled and marked.

3.3 – Gadsden School District Current Locations to be Included:

<u>Name</u>	<u>Address</u>
Carter Parramore/Hope Academy	631 S. Stewart St. Quincy, FL 32351
Chattahoochee Elementary	335 Maple St. Chattahoochee, FL 32324
<u>East Gadsden County</u> High School	27001 Blue Star Hwy, Havana, FL 32333
Gadsden Central Academy	655 S. Stewart St. Quincy, FL 32351
Gadsden Elementary Magnet	500 West King St. Quincy, FL 32351
Gadsden Technical Institute	201 MLK Jr. Blvd Quincy, FL 32351
George Munroe Elementary	1830 W. King St. Quincy, FL 32351
Greensboro Elementary	559 Greensboro, FL 32351
Havana Magnet School	1210 Kemp Road Havana, FL 32333
James A. Shanks Middle School	1400 W. King St. Quincy, FL 32351
Stewart St. Elementary	749 S. Stewart St. Quincy, FL 32351
West Gadsden <u>MiddleHigh</u> School	200 Providence Rd. Quincy, FL 32351
District Administration	35 MLK Jr. Quincy FL 32351

3.4 – Additional Locations:

The vendor must be capable of adding or moving sites to the network and should address the cost to add locations during the term of this agreement.

SECTION 4 – TERMS, CONDITIONS and PRICING

4.1 – System Acceptance

Once the installation has been completed, acceptance testing shall be performed upon the system. This test and verification period, if successful, shall consist of thirty consecutive days of normal traffic load with no major component failures and no major alarm indications. The Gadsden School District shall accept the installed system after a signed letter of official system certification with successful acceptance test results, accompanied by two sets of as-built documentation provided by the Vendor, is received, reviewed with the Vendor and accepted in writing by the Gadsden School District.

Service shall commence concurrent with a dated Letter of Acceptance issued by the Gadsden School District to the Vendor. This letter will constitute the Gadsden School District's formal acceptance of the system.

4.2 – Taxes

Vendor shall include in the bid and pay for all applicable taxes except State Sales Tax and Local Sales Tax, which shall be excluded in the preparation of the bid.

4.3 – Total Costs

Both the recurring, monthly costs and the non-recurring costs associated with the installation of the District's network system need to be indicated on Attachment B.

ATTACHMENT A

Gadsden School District

Construction of Fiber Optic Wide Area Network System

RFP Response Form - Title Page

(Insert in front of proposal, per Section 1.7)

The undersigned agrees to furnish the enclosed items at the price stated, subject to the conditions and requirements of this proposal. The proposal must be signed by someone with the authority to legally bind the Vendor.

Bidder Identification and Authorized Signature

System Proposed:

Firm Name:

Address:

Signed By:

Printed Name:

Title:

Date:

Please indicate person to be contacted by the Gadsden School District concerning any part of this RFP or the proposal:

Name:

Title:

Telephone:

Fax Number:

E-Mail:

Attachment A

ATTACHMENT B

Gadsden School District
Construction of Fiber Optic Wide Area
Network System

Attachment B

Proposed Costs

Construction costs are for a complete network system to include all material, labor, electronic equipment, FDP's, fiber optic cable and associated hardware, parts, pieces and labor to provide an active network system as described in this RFP.

Please provide total *non-recurring costs* required to install and deliver system:

\$ _

Provide monthly, *recurring costs* for the duration of the proposed agreement:

\$ _

Please provide costs associated for any additional sites:

Non-recurring: \$ _

Recurring - monthly: \$ _

APPENDIX B**ELIGIBLE SERVICES LIST FOR EMERGENCY CONNECTIVITY FUND PROGRAM**

The Federal Communications Commission provides this list as guidance for applicants on the equipment and services that are eligible for funding under the Emergency Connectivity Fund Program (Program). Pursuant to section 7402 of American Rescue Plan, support from the Emergency Connectivity Fund is to be used for the purchase during the COVID-19 emergency period of eligible equipment and/or “advanced telecommunications and information services” as the term is used in section 254(h) of the Communications Act.³⁶⁷

We caution applicants to carefully review all Program guidance. Applicants are ultimately responsible for compliance with Program rules and requirements, including all deadlines and eligibility requirements.

Eligible Equipment**Eligible Equipment includes:**

- Wi-Fi hotspots
- Modems (e.g., air cards)
- Routers
- Devices that combine a modem and router
- Connected devices (laptop computers and tablet computers)

Notes: (1) Any components included by the manufacturer with eligible equipment, and necessary for the equipment to operate, for example cords and chargers, do not require cost allocation.

(2) Smartphones and desktop computers are ineligible for support under this Program.

(3) A manufacturer’s multi-year warranty for a period of up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, is also eligible.

Eligible Advanced Telecommunications and Information Services

In general, eligible advanced telecommunications and information services include commercially available fixed or mobile broadband Internet access services. These services must be purchased by a school or library for off-campus use by students, school staff, or library patrons.

Eligible Services include:

- Cable Modem
- Digital Subscriber Line (DSL)
- Leased Lit Fiber (e.g., fiber to the home or to the premises)
- Satellite
- Wireless (e.g., fixed wireless, microwave, or mobile broadband)

Notes: (1) *Limited Exception for Construction of a Network Where No Commercially Available Services Exist.* In the limited instance where there is no commercially available service for purchase available to reach students, school staff, and library patrons, eligible schools and libraries may seek support to construct a third-party broadband network or a self-provisioned broadband network. Applicants seeking

³⁶⁷ H.R. 1319, tit. VII, § 7402(a)(1)-(2), (d)(1); *see also* 47 U.S.C. § 254(h)(2)(A) (“The Commission shall establish competitively neutral rules—(A) to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunications and information services for all public and nonprofit elementary and secondary school classrooms, health care providers, and libraries”).

support for network construction or self-provisioning must demonstrate that there were no commercially available options, that they chose the most cost-effective self-provisioning option available, and that services were provided to students, school staff, or library patrons during the COVID-19 emergency period. Only if these conditions are met are the following services eligible with respect to construction of third-party broadband networks or self-provisioned broadband networks:

- (a) Eligible costs include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make a broadband service functional (“Network Equipment”), and maintenance and operation charges.
 - (b) The eligible components of special construction are construction of network facilities, design and engineering, and project management.
- (2) The construction of new networks (including the construction of self-provisioned networks) are ineligible for funding except in the limited instance described above.
- (3) Dark fiber and the electronics to light dark fiber are ineligible.

Miscellaneous

Installation costs, taxes, shipping charges, and other reasonable charges incurred with the purchase of the eligible equipment and services are eligible for support under the Emergency Connectivity Fund Program.

Examples of Ineligible Costs

Examples of ineligible costs include:

- Administrative costs, e.g., personnel expenses, consultant fees, payroll, training, customer service, project management, records management, etc.
- Charges for termination liability, penalty surcharges, and other charges not associated with purchase of the eligible equipment and services.
- Software, user licenses, filtering and firewall services that are purchased separately and are not included in the base price for the equipment.
- Back-up power equipment, e.g., back-up batteries, redundant power cords, uninterruptible power supply (UPS), generators, and surge protectors, etc.
- Cybersecurity tools (including, for example, virtual private network (VPN) licenses, firewall software, network monitoring, and filtering services).
- Dark fiber.
- Eligible equipment or services purchased before July 1, 2020.
- Filtering services needed for Children’s Internet Protection Act compliance.
- Headsets.
- Learning management systems.
- Separate costs for non-connected accessories, e.g., cases, mouse pads, cable clips, laptop bags, tablet stands, wall mounts, and charging stations, etc.
- Mobile phones, including smartphones.
- Standalone microphones.
- Standalone cameras.
- Technical support, maintenance costs, separate costs for warranties and protection plans.
- Video conferencing equipment and related software subscriptions (e.g., Zoom subscriptions).
- Voice services.

National Security Supply Chain Restrictions. Pursuant to section 54.10 of the Commission’s rules, applicants are prohibited from using Federal subsidies (including Emergency Connectivity Fund Program support) to purchase, rent, lease, or otherwise obtain any covered communications equipment or service

from a company identified as posing a national security threat to the integrity of communications networks or the communications supply chain.³⁶⁸ Also, Federal subsidies may not be used to maintain any such equipment or service that was previously obtained. A list of covered equipment and services was posted on the Commission's website on March 12, 2021 and will be updated to reflect any future determinations.³⁶⁹

³⁶⁸ See *Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs*, Second Report and Order, 35 FCC Rcd 14284, 14287, para. 4 (2020). 47 CFR § 54.10.

³⁶⁹ See Federal Communications Commission, List of Equipment and Services Covered by Section 2 of the Secure Networks Act, <https://www.fcc.gov/supplychain/coveredlist> (last visited Apr. 30, 2021).



Description of Services Ordered and Certification Form 471

FCC Form 471

Application Information

Nickname	Gadsden 2021 C1	Application Number	211024783
Funding Year	2021	Category of Service	Category 1

Billed Entity

GADSDEN COUNTY SCHOOL DISTRICT
35 MARTIN LUTHER KING JR BLVD QUINCY FL
32351 - 4411
850-627-9651 x 1303
thomasj@gcpsmail.com

Contact Information

Hugh Manning
724-350-4380
hugh@k12-consultants.com

Billed Entity Number 127617
FCC Registration Number 0007950793
Applicant Type School District

Consulting Firms

Name	Consultant Registration Number	City	State	Zip Code	Phone Number	Email
K12 Consultants	16043612	Fort Myers Beach	FL	33931	724-350-4380	hugh@k12-consultants.com

Entity Information

School District Entity - Details

BEN	Name	Urban/Rural	State LEA ID	State School ID	NCES Code	School District Attributes	How does the district report its student count for Category Two budget?	Total Student Count for Category Two Budget	Endowment
127617	GADSDEN COUNTY SCHOOL DISTRICT	Rural				Public School District	A number for each school in the district	4790	None

Related Entity Information

Related Child School Entity - Details

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Total Students for C2 Budget	Endowment
35316	CHATTAHOOCHEE ELEM SCHOOL	Rural					Public School	156	None
35331	HAVANA MAGNET SCHOOL	Rural					Public School	617	None
35357	JAMES A SHANKS MIDDLE SCHOOL	Rural					Public School	701	None
35360	GEORGE MUNROE ELEM SCHOOL	Rural					Public School	520	None
35361	CARTER-PARRAMORE ACADEMY	Rural					Public School	105	None
35362	GADSDEN TECHNICAL INSTITUTE	Rural				Combination (not CEP)	Adult Education; Public School	120	None
35363	STEWART STREET ELEM SCHOOL	Rural					Public School	560	None
35366	GREENSBORO ELEMENTARY SCHOOL	Rural					Public School	337	None
161851	GADSDEN CENTRAL ACADEMY	Rural					Public School	32	None
169693	HOPE ACADEMY	Rural					Public School	34	None
212301	BOLD STEP INFANT CARE	Rural				None	Public School	8	None
225508	GADSDEN ELEMENTARY MAGNET SCHOOL	Rural					Public School	159	None
227385	GADSDEN COUNTY HIGH SCHOOL	Rural					Public School	1023	None
16034655	WEST GADSDEN MIDDLE SCHOOL	Rural					Public School	367	None
16083521	GADSDEN COUNTY HEAD START	Rural					Public School	51	None

Related Child School Entity - Discount Rate Calculation Details

BEN	Name	Urban/ Rural	Number of Students	Students Count Based on Estimate	CEP Percentage	CEP Base Year
35316	CHATTAHOOCHEE ELEM SCHOOL	Rural	156	N/A	62.50%	
35331	HAVANA MAGNET SCHOOL	Rural	617	N/A	62.50%	
35357	JAMES A SHANKS MIDDLE SCHOOL	Rural	701	N/A	62.50%	
35360	GEORGE MUNROE ELEM SCHOOL	Rural	520	N/A	62.50%	
35361	CARTER-PARRAMORE ACADEMY	Rural	105	N/A	62.50%	
35362	GADSDEN TECHNICAL INSTITUTE	Rural	120	N/A		
35363	STEWART STREET ELEM SCHOOL	Rural	560	N/A	62.50%	
35366	GREENSBORO ELEMENTARY SCHOOL	Rural	337	N/A	62.50%	
161851	GADSDEN CENTRAL ACADEMY	Rural	32	N/A	62.50%	
169693	HOPE ACADEMY	Rural	34	N/A	62.50%	2017
212301	BOLD STEP INFANT CARE	Rural	8	N/A		
225508	GADSDEN ELEMENTARY MAGNET SCHOOL	Rural	159	N/A	62.50%	
227385	GADSDEN COUNTY HIGH SCHOOL	Rural	1023	N/A	62.50%	
16034655	WEST GADSDEN MIDDLE SCHOOL	Rural	367	N/A	62.50%	
16083521	GADSDEN COUNTY HEAD START	Rural	51	N/A	62.50%	

Related School District NIFs

School District BEN	School District Name	NIF BEN	NIF Name
127617	GADSDEN COUNTY SCHOOL DISTRICT	17008625	Max Walker Administrative Building

Discount Rate

School District Enrollment	School District NSLP Count	School District NSLP Percentage	School District Urban/Rural Status	Category One Discount Rate	Category Two Discount Rate
4790	4666	97.0%	Rural	90%	85%

Funding Request for FRN #2199035398

Funding Request Nickname: Comcast IA 2G

Service Type: Data Transmission and/or Internet Access

Agreement Information - Month-to-Month

Establishing FCC Form 470 210017744

Account Number

Was an FCC Form 470 posted for the product and/or services you are requesting? Yes

Service Provider

Comcast Business Communications (SPN: 143003990)

How many bids were received for this contract? 3

When will the services end?

June 30, 2022

What is the service start date? July 01, 2021

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

Narrative

2G internet access for the district.

Line Item # 2199035398.001

Product and Service Details

Purpose Data connection(s) for an applicant’s hub site to an Internet Service Provider or state/regional network where Internet access service is billed separately

Function Fiber

Type of Connection Ethernet

Bandwidth Speed

Upload Speed 2.0 Gbps **Download Speed** 2.0 Gbps

Connection Information

Does this include firewall services? No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a “Wide area network”)?** No

Is this a direct connection to a single school, library or a NIF for Internet access? Yes

Cost Calculation for FRN Line Item # 2199035398.001

Monthly Cost	
Monthly Recurring Unit Cost	\$2,020.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$2,020.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$2,020.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$24,240.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$24,240.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discount Extended Eligible Line Item Cost	= \$24,240.00

Recipients of Services

BEN	Name	Quantity
17008625	Max Walker Administrative Building	1.000000

FRN Calculation for FRN #2199035398

Monthly Charges	
Total Monthly Recurring Charges	\$2,020.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$2,020.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$24,240.00

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$24,240.00
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$24,240.00
Discount Rate	90%
Funding Commitment Request	= \$21,816.00

Funding Request for FRN #2199035402

Funding Request Nickname: TDS IA 1G
Service Type: Data Transmission and/or Internet Access

Agreement Information - Month-to-Month

Establishing FCC Form 470	210017744	Account Number	
Was an FCC Form 470 posted for the product and/or services you are requesting?	Yes	Service Provider	Quincy Telephone Company (Florida) (SPN: 143001441)
How many bids were received for this contract?	3	When will the services end?	June 30, 2022
What is the service start date?	July 01, 2021		

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

Narrative 1G internet access for the district.

Line Item # 2199035402.001

Product and Service Details

Purpose Data connection(s) for an applicant's hub site to an Internet Service Provider or state/regional network where Internet access service is billed separately

Function Fiber

Type of Connection Ethernet

Bandwidth Speed

Upload Speed 1.0 Gbps **Download Speed** 1.0 Gbps

Connection Information

Does this include firewall services? No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?** No

Is this a direct connection to a single school, library or a NIF for Internet access? Yes

Cost Calculation for FRN Line Item # 2199035402.001

Monthly Cost	
Monthly Recurring Unit Cost	\$795.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$795.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$795.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$9,540.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$9,540.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discount Extended Eligible Line Item Cost	= \$9,540.00

Recipients of Services

BEN	Name	Quantity
17008625	Max Walker Administrative Building	1.000000

FRN Calculation for FRN #2199035402

Monthly Charges	
Total Monthly Recurring Charges	\$795.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$795.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$9,540.00

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$9,540.00
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$9,540.00
Discount Rate	90%
Funding Commitment Request	= \$8,586.00

Funding Request for FRN #2199038608

Funding Request Nickname: TDS WAN 1G
Service Type: Data Transmission and/or Internet Access

Agreement Information - Contract

Contract Number	n/a	Account Number	
Establishing FCC Form 470	210017744	Service Provider	Quincy Telephone Company (Florida) (SPN: 143001441)
Was an FCC Form 470 posted for the product and/or services you are requesting?	Yes	Based on State Master Contract?	No
Award Date	March 17, 2021	Based on a multiple award schedule?	No
How many bids were received for this contract?	4	Includes Voluntary Extensions?	Yes
What is the service start date?	July 01, 2021	Remaining Voluntary Extensions	2
		Total Remaining Contract Length	24
		What is the date your contract expires for the current term of the contract?	June 30, 2022

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

Narrative 1G WAN Service for the district.

Line Item # 2199038608.001

Product and Service Details

Purpose Data Connection between two or more sites entirely within the applicant's network

Function Fiber

Type of Connection Ethernet

Bandwidth Speed

Upload Speed 1.0 Gbps **Download Speed** 1.0 Gbps

Connection Information

Does this include firewall services? No **Is this a connection between eligible schools, libraries and NIFs (i.e., a connection that provides a "Wide area network")?** Yes

Is this a direct connection to a single school, library or a NIF for Internet access? No

Cost Calculation for FRN Line Item # 2199038608.001

Monthly Cost	
Monthly Recurring Unit Cost	\$20,755.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$20,755.00
Monthly Quantity	x 1
Total Monthly Eligible Recurring Costs	= \$20,755.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$249,060.00

One-Time Cost	
One-time Unit Cost	\$0.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$0.00
One-time Quantity	x 0
Total Eligible One-time Costs	= \$0.00
Summary	
Total Eligible Recurring Costs	\$249,060.00
Total Eligible One-time Costs	+ \$0.00
Pre-Discount Extended Eligible Line Item Cost	= \$249,060.00

Recipients of Services

BEN	Name
35361	CARTER-PARRAMORE ACADEMY
35316	CHATTAHOOCHEE ELEM SCHOOL
161851	GADSDEN CENTRAL ACADEMY
227385	GADSDEN COUNTY HIGH SCHOOL
225508	GADSDEN ELEMENTARY MAGNET SCHOOL
35362	GADSDEN TECHNICAL INSTITUTE
35360	GEORGE MUNROE ELEM SCHOOL
35366	GREENSBORO ELEMENTARY SCHOOL
35331	HAVANA MAGNET SCHOOL
169693	HOPE ACADEMY
35357	JAMES A SHANKS MIDDLE SCHOOL
17008625	Max Walker Administrative Building
35363	STEWART STREET ELEM SCHOOL
16034655	WEST GADSDEN MIDDLE SCHOOL

FRN Calculation for FRN #2199038608

Monthly Charges	
Total Monthly Recurring Charges	\$20,755.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$20,755.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$249,060.00

One-Time Charges	
Total One-Time Charges	\$0.00
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$249,060.00
Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Pre-Discount Charges	= \$249,060.00
Discount Rate	90%
Funding Commitment Request	= \$224,154.00

Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$282,840.00
Total funding commitment request amount on this FCC Form 471	\$254,556.00
Total applicant non-discount share of the eligible amount	\$28,284.00
Total budgeted amount allocated to resources not eligible for E-rate support	\$169,704.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$197,988.00
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Title:	VP Operations	Name:	Rebecca S Link
Phone:	412-848-5965	Email:	rebecca@k12-consultants.com
Address:	5245 Williams Drive K12 Consultants Fort Myers Beach FL 33931	Employer:	K12 Consultants

Certified Timestamp

17-Mar-2021 17:24:57 EDT



BID OPENINGS: ERATE- March 8, 2021

VENDOR	TYPE BID	ACCEPTED	Comment		
Comcast	IC/IA	YES			
TDS	IA	YES			
Electronica	IC	NO			
Citrinet	IC	YES			
"	IA	YES			
LightStream	IA	YES			
WANRack	IA	YES			
PCS	IC	YES			
CACHEBOX	IC	NO			

District Staff Present:

Aurilia D. [Signature]

Shekinah Dandens

Joanette Thomas / J. Thomas

APPROVED by:

John Thomas

Network Coordinator _____

E-Rate Bid Assessment Worksheet
 Funding Year 2021

Gadsden County Schools

Category: Data Transmission and/or IA
 Prod/Service: WAN Service

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	TDS		Comcast		Lightstream		WANRack		Cytranet	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	40%	5	0	2	0	5	0	2	0	1	0
Prior Experience	25%	5	0	3	0	1	0	1	0	1	0
Personnel Qualifications	20%	4	0	3	0	3	0	3	0	3	0
Management capability	15%	4	0	4	0	1	0	1	0	1	0
Overall Ranking	100%		0		0		0		0		0

Vendor Selected: TDS
 Approved By: [Signature]
 Title: _____
 Date: _____

Notes:
 * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 *** Weight x Raw Score (Calculated by Raw Score)

E-Rate Bid Assessment Worksheet
 Funding Year 2021

Gadsden County Schools

Category: Data Transmission and/or IA
 Prod/Service: Internet Access

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	TDS		Comcast				Vendor 4		Vendor 5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	40%	5	0	5	0		0				0
Prior Experience	25%	5	0		0		0				0
Personnel Qualifications	20%	5	0		0		0				0
Management capability	15%	5	0		0		0				0
Overall Ranking			0		0		0				0

Vendor Selected: TDS
 Approved By: J. Stephens
 Title: Network Coord. volk
 Date: 3/8/2021

- Notes:
- * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 - ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 - *** Weight x Raw Score (Calculated by Raw Score)

E-Rate Bid Assessment Worksheet
 Funding Year 2021

Gadsden County Schools

Category: IC
 Prod/Service: UPS

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	PCS		Vendor 2		Vendor 3		Vendor 4		Vendor 5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	40%		0		0		0		0		0
Prior Experience	25%		0		0		0		0		0
Personnel Qualifications	20%		0		0		0		0		0
Management capability	15%		0		0		0		0		0
Overall Ranking	100%		0		0		0		0		0

Vendor Selected: PCS
 Approved By: TRAVIS
 Title: Network Coordinator
 Date: _____

- Notes:
- * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 - ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 - *** Weight x Raw Score (Calculated by Raw Score)

E-Rate Bid Assessment Worksheet
Funding Year 2021

Gadsden County Schools

Category: IC
Prod/Service: WAPS

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	PCS		ELECTRONACA		Vendor 3		Vendor 4		Vendor 5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	40%	5	0	3	0		0		0		0
Prior Experience	25%	5	0	1	0		0		0		0
Personnel Qualifications	20%	5	0	1	0		0		0		0
Management capability	15%	5	0	1	0		0		0		0
Overall Ranking			0		0		0		0		0

Vendor Selected: PCS
 Approved By: [Signature]
 Title: Network Coordinator
 Date: _____

- Notes:
- * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 - ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 - *** Weight x Raw Score (Calculated by Raw Score)

E-Rate Bid Assessment Worksheet
 Funding Year 2021

Gadsden County Schools

Category: IC
 Prod/Service: Firewall

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	PCS		CACHEBOX		Vendor 3		Vendor 4		Vendor 5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	40%	5	0	11	0		0				0
Prior Experience	25%	5	0	11	0		0				0
Personnel Qualifications	20%	5	0	11	0		0				0
Management Capabilities	15%	5	0	11	0		0				0
Overall Ranking		100%	0	0	0	0	0	0	0	0	0

Vendor Selected: PCS
 Approved By: J. Thomas
 Title: Network Coordinator
 Date: _____

- Notes:
- * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 - ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 - *** Weight x Raw Score (Calculated by Raw Score)

E-Rate Bid Assessment Worksheet
Funding Year 2021

Gadsden County Schools

Category: IC
Prod/Service: Switches

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	PCS		ELECTRONACA		Vendor 3		Vendor 4		Vendor 5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	40%		0		0		0		0		0
Prior Experience	25%	5	0	3	0		0		0		0
Personnel Qualifications	20%	3	0	1	0		0		0		0
Management capability	15%	2	0	0	0		0		0		0
Overall Ranking	100%		0		0		0		0		0

Vendor Selected: PCS
 Approved By: TJD WAS
 Title: NETWORK COORD. X STAR
 Date: _____

- Notes:
- * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 - ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 - *** Weight x Raw Score (Calculated by Raw Score)

E-Rate Bid Assessment Worksheet
Funding Year 2021

Gadsden County Schools

Category: ICM

Prod/Service:

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	Intratech		Vendor 2		Vendor 3		Vendor 4		Vendor 5	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	40%	25	0	0	0	0	0	0	0	0	0
Prior Experience	25%	25	0	0	0	0	0	0	0	0	0
Personnel Qualifications	20%	25	0	0	0	0	0	0	0	0	0
Management capability	15%	25	0	0	0	0	0	0	0	0	0
Overall Ranking		100%	0	0	0	0	0	0	0	0	0

Vendor Selected: INTATECH
 Approved By: JANE BOARDMAN
 Title: NETWORK MGR
 Date:

- Notes:
- * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 - ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 - *** Weight x Raw Score (Calculated by Raw Score)

E-Rate Bid Assessment Worksheet
 Funding Year 2021

Gadsden County Schools

Category: IC
 Prod/Service: Cable

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight**	APPLIED					
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	40%		0		0		0
Prior Experience	25%	5	0		0		0
Personnel Qualifications	20%	3	0		0		0
Management capability	15%	0	0		0		0
Overall Ranking	100%	20	0		0		0

Vendor Selected: APPLIED
 Approved By: T. J. R. Lewis
 Title: Network Coordinator
 Date: _____

- Notes:
- * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 - ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 - *** Weight x Raw Score (Calculated by Raw Score)

E-Rate Organizer Funding Search Analysis for Funding Year 2021

[» Utilization Summary Chart](#)

Applicant: GADSDEN COUNTY SCHOOL DISTRICT
Billed Entity: 127617 **Type:** School District
Address: 35 MARTIN LUTHER KING JR BLVD, QUINCY, FL 32351

471	FRN	SPIN	Service Provider	Service *	Original Request	Current Commitment	Disbursed	Util. %	Discount
211024699	2199035278	143035405	PC Solutions & Integration, Inc.	IC	\$174,624.31	0	0	0%	85%
211024699	2199035332	143019087	Applied Com-Tek INC	IC	\$31,875.00	0	0	0%	85%
211024699	2199035340	143019937	Intratech Alliance Corp.	IC	\$11,390.00	0	0	0%	85%
211024783	2199035398	143003990	Comcast Business Communications	IA	\$21,816.00	0	0	0%	90%
211024783	2199035402	143001441	Quincy Telephone Company (Florida)	IA	\$8,586.00	0	0	0%	90%
211024783	2199038608	143001441	Quincy Telephone Company (Florida)	IA	\$224,154.00	0	0	0%	90%
					\$472,445.31	\$0.00	\$0.00		

Service Legend: IA=Internet Access; T=Telecomm; VS=Voice; Services IC=Internal Connections; ICM=Internal Connections Maintenance; MIB = Managed Internal Broadband Service
 NF = Not Funded/Denied

[Last update: 05/03/2021]

**CONTRACT FOR SERVICES AND/OR PRODUCTS FOR
E-RATE YEAR 2021-2022**

Service Provider "TDS Telecom" School District "Gadsden County Schools"

Company Name: TDS Telecom
 Contact Name: Grant Fetzer
 SPIN:143001441
 Address:525 Junction Road
 City, State, Zip: Madison, WI 53717
 Phone Number: 912-882-1467

The **Applicant** and **Provider** sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2016 effort. Provider was selected based on Provider's response to Applicant's RFP or on the basis of a qualifying Form 470. Applicant intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Provider's proposal. (WAN)

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of Applicant's request for funding through a formal Funding Commitment Decision Letter;
- (ii) Applicant's formal acceptance of the USAC approved funding; and
- (iii) Board Approval as required

Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2021 and shall terminate on June 30, 2022. There will also be 2 one-year contract extensions available, which will go into effect upon agreement of both parties.

Total costs of the goods and services shall not exceed \$ 258,600.00. (SLD Pre-Discounted Amount).

For Service Provider:

For Applicant:

SPIN: 143001441

Signature: _____

Signature: _____

Printed Name: _____

Print Name: _____

Title: _____

Title: _____

Date: March 29, 2016

Date: March 29, 2016



Service Level Agreement

ADDENDUM NUMBER 1 TO TELECOMMUNICATIONS SERVICE AGREEMENT

This Addendum Number 1 (“Addendum”), is made and entered into _____, by and between TDS and (“Customer”). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement (“Agreement”) between TDS and Customer dated _____, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect. Except as otherwise set forth herein, capitalized terms shall have the definitions assigned to them in the Agreement.

The Addendum is effective as of the first day of the second month after initial installation of the Internet Service, and is only applicable to Customer’s Internet Service.

Customer and TDS agree to modify the Agreement by adding the following terms (and such terms are only applicable to Customer’s Internet Service):

AVAILABILITY (monthly)			
Goal	Availability/Remedy		
99.99%	Each cumulative hour of Internet Service Downtime during a calendar month qualifies the Customer for one day's charges pro-rated from the monthly recurring charge (“MRC”) of the Internet Service.		
ONE-WAY FRAME DELAY (monthly average)			
Goal	Actual Latency/Remedy		
25ms	26-50ms = 10% of MRC	51-89ms = 25% of MRC	90ms or greater = 50% of MRC
ONE-WAY FRAME LOSS RATIO (monthly average)			
Goal	Actual Frame Loss/Remedy		
.10%	0.11%- .99% = 10% of MRC	1%-9.99% = 20% of MRC	10% or more = 50% of MRC
INTER-FRAME DELAY VARIATION/JITTER (monthly average)			
Goal	Actual Inter Frame Delay Variation (Jitter)/Remedy		
4ms	5-20ms = 10% of MRC	21-59ms = 25% of MRC	60ms or greater = 50% of MRC

COMPONENTS INCLUDED: Availability, one-way frame delay, one-way frame loss ratio, and inter-frame delay variation (jitter) are Layer 2 performance objectives calculated between TDS CPE at the Customer premises, across the local TDS network cluster to the nearest established testing device within the TDS core network. All Layer 2 performance objectives are based on frames with Maximum Transmission Unit (MTU) sizes between 1526 and 9000 Bytes.

Please note: Testing of Layer 2 performance objectives for a 10Gbps DIA Internet Service is based on 9.5Gbps. This is due to Layer 1 and Layer 2 overheads preventing a 10Gbps port from consistently achieving 100% throughput for a 10Gbps service.

MEASUREMENT:

Availability: Downtime exists when Customer’s Internet Service is unable to transmit and receive data and Customer alerts TDS to the issue, and upon TDS confirmation, TDS records such failure in the TDS trouble ticket system. Downtime is measured from the time the trouble ticket is opened to the time the Internet Service is again able to transmit and receive data.

One-Way Frame Delay: One-way frame delay is used to measure network latency of the Internet Service between the Customer premise and the TDS core network.

One-Way Frame Loss Ratio: One-way frame loss ratio measures the frame loss between service frames of the Internet Service between the Customer premise and the TDS core network.



Inter-Frame Delay Variation: Inter-frame delay variation measures the difference in delay between service frames of the Internet Service between the Customer premise and the TDS core network.

TDS shall perform the measurements set forth above upon Customer's contact to TDS Repair alerting TDS to an issue with Customer's Internet Service.

REMEDIES: Upon Customer's request to TDS Repair made within five (5) business days of the last day of the month in which the relevant SLA was not met, and TDS's confirmation that the relevant SLA was not met, Customer shall be entitled to service credits as set forth herein. A credit shall be applied only to charges for the month in which the event giving rise to the credit occurred. The maximum, cumulative SLA credits issued in any one calendar month shall not exceed: (i) seven (7) days' charges pro-rated from the MRC of the Internet Service with respect to Availability; or (ii) 50% of the MRCs of the Internet Service with respect to One-Way Frame Delay, One-Way Frame Loss Ratio and Inter-Frame Delay Variation. In no event shall the total credits, in the aggregate for all SLAs issued in one month, exceed the equivalent of 50% of the relevant MRCs for the Internet Service. These credits shall be TDS's sole liability and the Customer's exclusive remedy under this service level agreement Addendum and shall be in lieu of, and not in addition to, the remedy set forth in Section 9 of the Agreement (Interruption of Services).

SERVICE CREDIT EXCEPTIONS:

Service credits shall not be issued where the Internet Service is unavailable as a result of: (i) the acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of equipment, applications or systems not owned or controlled by TDS; (iii) Force Majeure events; or (iv) scheduled service maintenance, alteration, or implementation.

MAINTENANCE:

Normal Maintenance. "Normal Maintenance" refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Internet Service, including possible outages. Such effects related to Normal Maintenance shall not give rise to service credits under this Addendum. Normal Maintenance shall be undertaken only between the hours of 10:00 PM and 6:00 AM Local Time.

Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct network conditions that are likely to cause a material Internet Service outage. Such effects related to Urgent Maintenance shall not entitle Customer to service credits as set forth in this Addendum. TDS may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum.

TDS

Signature

Print Name

Title

Date



Signature

John Thomas

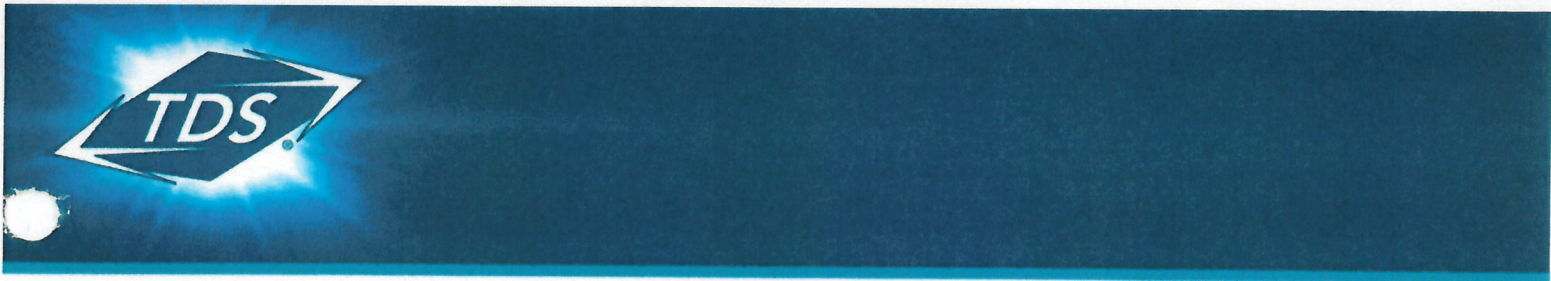
Name

Network Coordinate

Title

March 17, 2011

Date



E-rate Addendum

ADDENDUM NUMBER 2 TO TELECOMMUNICATIONS SERVICE AGREEMENT

This Addendum Number 2 ("Addendum"), is made and entered into _____, by and between TDS and ("Customer"). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement ("Agreement") between TDS and Customer dated _____, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect.

Customer and TDS agree to modify the Agreement as set forth below:

- Customer covenants and represents to TDS that (a) Customer will, to the extent permitted by State law, include in its budget for each successive fiscal year during the term of this Agreement a sufficient amount to permit Customer to discharge all of its obligations hereunder, (b) Customer has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Agreement and (c) there are no circumstances presently affecting Customer that could reasonably be expected to adversely affect its ability to budget funds for the payment of sums due hereunder. Notwithstanding any provision of this Agreement to the contrary, TDS and Customer agree that in the event that prior to the commencement of any of Customer's fiscal years Customer does not have sufficient funds appropriated to make the payments due hereunder for said fiscal year, Customer shall have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving TDS sixty (60) days prior written notice of its intent to cancel this Agreement. No later than the last day of the last fiscal year for which appropriations were made for the payments due hereunder (the "Return Date"), Customer shall return to TDS all TDS equipment, at Customer's sole expense, and this Agreement shall terminate on the Return Date without penalty or expense to Customer and Customer shall not be obligated to pay the Service Term payments beyond such fiscal year, provided, the Customer shall pay all Service Term payments and other payments for which moneys have been appropriated or are otherwise available. To the extent lawful and permitted by public policy, Customer agrees it will not terminate this Agreement under the provisions of this paragraph if any funds are appropriated to it or by it for the acquisition, retention or operation of equipment purchased from TDS or other equipment performing functions similar to the equipment purchased from TDS for the fiscal year in which termination occurs or the next succeeding fiscal year.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum. **This Addendum must be signed on behalf of TDS by a Manager, Director, or Vice President.**

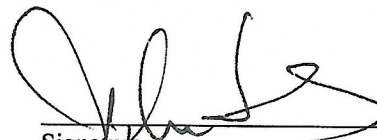
TDS

Signature

Print Name

Title

Date



Signature

John Thomas

Name

Network Coordinator

Title

March 17, 2021

Date

WAN Locations	Address	1Gb	10Gb
1 Carter-Parramore Academy (CPA)	631 S Stewart St, Quincy, FL 32351	\$ 795.00	\$ 3,495.00
2 Chattahoochee Elementary	335 Maple St., Chattahoochee, FL 32324 (Chattahoochee Telco)	\$ 3,100.00	TBD
3 Gadsden County High	27001 Blue Star Hwy, Havana, FL 32333 (at&t)	\$ 3,500.00	\$ 4,500.00
4 Gadsden Central Academy	655 S Stewart St, Quincy, FL 32351	fiber to Carter-Parramore	
5 Gadsden Elementary Magnet	500 W King St, Quincy, FL32351	\$ 795.00	\$ 3,495.00
6 Gadsden Technical Institute	201 Martin Luther King Jr Blvd, Quincy, FL 32351	\$ 795.00	\$ 3,495.00
7 George W. Munroe Elementary	1830 W King St, Quincy, FL 32351	\$ 795.00	\$ 3,495.00
8 Greensboro Elementary	559 Greensboro Hwy, Greensboro, FL 32351	\$ 795.00	\$ 3,495.00
10 Havana Magnet	1210 Kemp Road, Havana, FL 32333 (at&t)	\$ 7,000.00	\$ 4,500.00
11 James A Shanks Middle	1400 W King St, Quincy, FL 32351	\$ 795.00	\$ 3,495.00
13 Stewart Street Elementary	749 Stewart Street Quincy, FL 32351	\$ 795.00	\$ 3,495.00
14 West Gadsden Middle	200 Providence Road, Quincy, FL 32351	\$ 795.00	\$ 3,495.00
15 District Office	35 Martin Luther King Jr Blvd, Quincy, FL 32351	\$ 795.00	\$ 3,495.00
WAN SUBTOTAL:		\$ 20,755.00	TBD

Dedicated Internet Access Location

District Office - Dedicated Internet Access	35 Martin Luther King Jr Blvd, Quincy, FL 32351	\$ 795.00	\$3,495.00
RFP TOTAL:		\$ 21,550.00	TBD

Handwritten text, possibly a signature or initials, located in the lower right quadrant of the page.

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR
E-RATE YEAR 2021-2022

PCS Solutions and Integrations

Gadsden County Schools "Applicant"

Company Name: PCS
Contact Name: Viv Gordon
SPIN: 143035405
Address: 4937 SW 75th Ave
City, State, Zip: Miami, FL 32155
Phone Number: 3005-667-0633

The **Applicant** and **Provider** sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2016 effort. Provider was selected based on Provider's response to Applicant's RFP or based on a qualifying Form 470. Applicant intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Provider's proposal.(IC)

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of Applicant's request for funding through a formal Funding Commitment Decision Letter;
- (ii) Applicant's formal acceptance of the USAC approved funding; and
- (iii) Board Approval as required

Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2021 and shall terminate on June 30, 2022. There will also be 2 one-year contract extensions available, which will go into effect upon agreement of both parties. Total costs of the goods and services shall not exceed \$205,440.37(SLD Pre-Discounted Amount).

For Service Provider:

For Applicant:

SPIN: 143007415

Signature: _____

Signature: _____

Printed Name: _____

Print Name: _____

Title: _____

Title: _____

Date:

Date: March 26, 2021

Official use only

Pricing

PCS has provided 2 options per your RFP request. We provided a base solution because the RFP request was somewhat vague...see the following:

**Extreme - Q65539 - \$205,440.37
Fortinet - Q65543 - \$210,808.16**

PCS has intimate knowledge of your environment and thus thought it best to provide the following 2 options that we felt would best address your current challenges. i.e. We're aware that you had need of 4 firewalls which we've quoted. Also, we given you 2 manufacturer options Fortinet and Extreme offering the best AP's and switches to meet your present and future needs.

**Extreme - Q65546 - \$336,158.03
Fortinet - Q65547 - \$369,723.11**

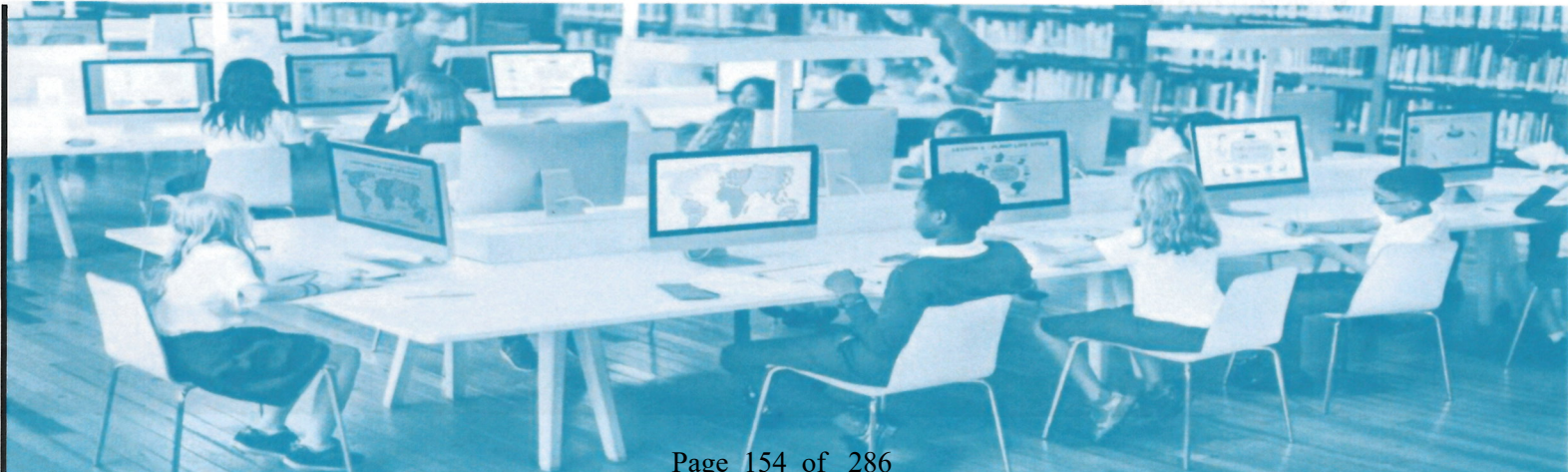
ALL ITEMS PROPOSED ARE ERATE ELIGIBLE



Proposal for

Gadsden County School District - PCS Response to:

210017744



Letter of Transmittal

The below PCS employees are all authorized to represent PCS. All the below representatives are at our Miami headquarters, 4937 SW 74th Lane, Miami, FL 33155

PCS is an S Corporation. There are no variances to the Bid in our proposed response. PCS is not and has never been involved in any litigations. We have been in business since 1995, and now have 6 locations throughout the southeast United States. PCS understands the requirements for the work that needs to be done, and commits to performing that work within the specified time frame.

PCS' SPIN#: 143035405

PCS' FRN#: 0021346762

FEIN#: 65-0798706

David Rudnick, Vice President
david@pcsusa.net
305-667-0633

Michelle Rudnick, President
michelle@pcsusa.net
786-391-4746

Robert Boush, Account Manager
rboush@pcsusa.net
786-465-6369

Edith Almanza, Order Processing
ealmanza@pcsusa.net
305-667-0633

Natasha Rolle, Inside Sales Manager
natasha@pcsusa.net
305-667-0633

Vishal Nanda, Director of Engineering
vnanda@pcsusa.net
305-667-0633

Viv Gordon, Director of Gov Affairs
vgordon@pcsusa.net
850-610-7333

Pricing

PCS has provided 2 options per your RFP request. We provided a base solution because the RFP request was somewhat vague...see the following:

**Extreme - Q65539 - \$205,440.37
Fortinet - Q65543 - \$210,808.16**

PCS has intimate knowledge of your environment and thus thought it best to provide the following 2 options that we felt would best address your current challenges. i.e. We're aware that you had need of 4 firewalls which we've quoted. Also, we given you 2 manufacturer options Fortinet and Extreme offering the best AP's and switches to meet your present and future needs.

**Extreme - Q65546 - \$336,158.03
Fortinet - Q65547 - \$369,723.11**

ALL ITEMS PROPOSED ARE ERATE ELIGIBLE



PC Solutions & Integration, Inc
 113 South Monroe Street, Tallahassee, FL 32301
 Ph: 850-391-2896 FAX: 850-270-6930

Sales Quote	
Q65539	2/19/21
Sales Rep	
VGORDON	

Quote Prepared For

John Thomas

Ship To

35 Martin Luther King Jr. Blvd
 Quincy, FL 32351
 (850) 627 -9651

Customer

Gadsden County School District

Line#	Part Number	Description	Qty	Unit Price	Extended Price
1		SPIN #143035405; FCCRN:002134676			
2		GADSDEN 2021 A - #210017744			
3		EXTREME WIRELESS ACCESS POINTS,			
4	AP410I-FCC	EXTREME NETWORKS EXTREMEWIRELESS AP410I - WIRELESS ACCESS POINT - 802.11AC WAVE 2, 802.11AX - BLUETOOTH, WI-FI - DUAL BAND	150	\$377.00	\$56550.00
5		WAP LICENSE - 5 YEAR			
6	XCC-ACT-V5-VT	EXTREME NETWORKS V5 ACTIVATION KEY FOR XCC VIRTUAL APPLIANCES	1	\$758.60	\$758.60
7	XCC-ORC-P-500	EXTREME NETWORKS EXTREME CAMPUS CONTROLLER PERMANENT ADOPTION - LICENSE - 500 DEVICES	1	\$21500.00	\$21500.00
8	97003-XCC-ACT-V5-VT	EXTREMEWORKS SOFTWARE SUPPORT - XCC-ACT-V5-VT	1	\$338.40	\$338.40
9					
10		EXTREME 24 PORT SWITCH - THIS SWITCH REQUIRES NO LICENSE			
11	5420F-24P-4XE	5420F 24PT POE+ SWCH	67	\$1815.10	\$121611.70
12	10099	EXTREME NETWORKS - POWER CABLE - NEMA 5-15 (M) TO IEC 60320 C15 - 13 A - UNITED STATES	67	\$12.18	\$816.06
13					
14		APC BATTERY BACKUP, 1200-1500 VA			
15	SMX1500RM2U	APC SMART UPS X 1500VA RACK/TOWER LCD 120V	1	\$748.11	\$748.11
16		FIREWALL FOR THE DISTRICT WITH 7,000 USERS AND 1 GIG WAN/IA			
17					
18	FG-200F-BDL-950-60	FORTIGATE-200F HARDWARE PLUS 1 YEAR 24X7 FORTICARE AND FORTIGUARD UNIFIED THREAT PROTECTION (UTP) **NOT AVAILABLE IN ANZ**	1	\$3117.50	\$3117.50
19					
20					
21					

SubTotal	Tax	Ground Shipping	Total
\$205,440.37	\$0.00		\$205,440.37

Terms & Conditions
 It is understood that PC Solutions & Integration, Inc. will retain title to all items stated above until the total purchase price of this order is paid. Failure by customer to pay for this order in full under the terms shown on this document shall give PC Solutions & Integration, Inc. the right to repossess the items stated above, with or without notice, and without liability to customer. If payment is not recieved when due, customer agrees to pay interest at the rate of 1.5% per month. If collection becomes necessary on this purchase, then customer agrees to pay all costs of collections, including but not limited to, reasonable attorney's fees and court costs. Customer further agrees that any and all legal matters related to this order are governed by the laws of the State of Florida, County of Miami-Dade. No warranty is made by PC Solutions & Integration, Inc. for any of the items stated above, and there is no warranty of merchantability or fitness for any particular purpose. PC Solutions & Integration, Inc. is not liable/nor responsible under any circumstances for data. Quote price may change without notice.

ANY PRICING INFORMATION INCLUDED HEREIN IS FOR QUOTATION PURPOSES ONLY AND ALL PRODUCTS ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER.
*****REBATES AND SPECIAL PRICING ARE NOT VALID ON BACK ORDERS IF PROMOTION EXPIRES BEFORE PRODUCT IS AVAILABLE.*****



PC Solutions & Integration, Inc

113 South Monroe Street, Tallahassee, FL 32301
 Ph: 850-391-2896 FAX: 850-270-6930

Sales Quote	
Q65539	2/19/21
Sales Rep	
VGORDON	

Quote Prepared For

John Thomas

Customer

Gadsden County School District

Ship To

35 Martin Luther King Jr. Blvd
 Quincy, FL 32351
 (850) 627 -9651

Line#	Part Number	Description	Qty	Unit Price	Extended Price
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13					
14		APC BATTERY BACKUP, 1200-1500 VA			
15	SMX1500RM2U	APC SMART UPS X 1500VA RACK/TOWER LCD 120V	1	\$748.11	\$748.11
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SubTotal	Tax	Ground Shipping	Total
\$205,440.37	\$0.00		\$205,440.37

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CONTRACT FOR SERVICES AND/OR PRODUCTS FOR
E-RATE YEAR 2021-2022

Applied Comm-Tek "Provider"

Gadsden County Schools "Applicant"

Company Name: Applied Comm-Tek
Contact Name: Sam Powell
SPIN: 143019087
Address: 2905 East Alyssa Pond Ct
City, State, Zip: Tallahassee, FL 32303
Phone Number: 850-508-8074

The **Applicant** and **Provider** sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2016 effort. Provider was selected based on Provider's response to Applicant's RFP or based on a qualifying Form 470. Applicant intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Provider's proposal.(IC)

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of Applicant's request for funding through a formal Funding Commitment Decision Letter;
- (ii) Applicant's formal acceptance of the USAC approved funding; and
- (iii) Board Approval as required

Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2021 and shall terminate on June 30, 2022. There will also be 2 one-year contract extensions available, which will go into effect upon agreement of both parties. Total costs of the goods and services shall not exceed \$58,400 (SLD Pre-Discounted Amount).

For Service Provider:

For Applicant:

SPIN: 143007415

Signature: _____

Signature: _____

Printed Name: _____

Print Name: _____

Title: _____

Title: _____

Date:

Date: March 26, 2021

Official use only

Applied Com-Tek

SCOPE OF WORK TO BE PERFORMED

The various types of services that may be provided under this contract are divided into a series of defined IT service categories which appear in the table below. The following definitions apply to those service categories:

- Information Technology (IT): Includes all matters concerned with the furtherance of computer science and technology and with the design, development, installation, and implementation of information systems and applications.
- Telecommunications: Includes all matters concerned with carrier class and premises services for voice, video (broadband & conferencing), data, VPN and remote access, wireless networking, radio (terrestrial & satellite, and associated infrastructures.
-

Service Category	Description
------------------	-------------

Cabling Services	Internal Premise Voice Wiring Support
------------------	---------------------------------------

Includes, but is not limited to: services pertaining to the internal building voice wiring (from demarc to jack) throughout the District. These services can include, as needed, installation of new cabling, moves/adds/changes (MACs) as required by the District for voice circuits and repair of existing voice cabling. Also included, as required, is the physical movement/placement of the devices associated with the wiring MAC. These devices include telephone handsets, computers, etc. Voice cabling support includes the ability to install, test, and troubleshoot all categories of wiring/cabling and connectors for voice. Circuits must be able to be tested according to the nature of the user device and the protocols it uses. May include approved materials such as cable, blocks, patch panels, connectors/jacks, adapter feed troughs, surface mount wire mold, conduit, raceways and racks, outlet boxes, and patch cords.

Internal Premise Data Wiring Support

Includes, but is not limited to: services pertaining to the internal building wiring (from demarc to jack) throughout the District. These services can include, as needed, installation of new cabling, moves/adds/changes (MACs) as required by the District for voice and data circuits and repair of existing cabling. Also included, as required, is the physical movement/placement of the devices associated with the wiring MAC. These devices include telephone handsets, internet enabled devices, and routers. Cabling support includes the ability to install, test, and troubleshoot all categories of wiring/cabling and connectors for voice and data. Circuits must be able to be tested according to the nature of the user device and the protocols it uses. May include approved materials such as cable, blocks, patch panels, connectors/jacks, adapter feed throughs surface mount wire mold, conduit, raceways and racks, outlet boxes, and patch cords.

LAN Development/Upgrade and LAN Integration (Planning, Design, Implementation) both Hardwire and Wireless Technologies

Includes, but is not limited to: the development of planning documents pertinent to the building of a new LAN system, the upgrading of an existing LAN system, the integration of two or more LANs, or the integration of two or more LANs via a

WAN. The recommendation of a solution may be included in this activity. The District may require any of the following areas to be addressed: LAN business and technical requirements, connectivity and interoperability, feasibility and constraints, cost/benefit analysis, workforce requirements, organizational impact on business processes, security requirements, etc. In addition, this includes the development of design documents pertinent to the building of a new LAN, the upgrading of an existing LAN, the integration of two or more LANs, or the integration of two or more LANs via a WAN. Determination of logical relationships and physical specifications are to be included in this activity.

The end result is formal conceptual and/or detailed design reports. These may include architectural design and structural design reports, each with network diagrams and other appropriate charts and documentation. Finally, this includes, but is not limited to, the services needed to develop and implement a new LAN system, the upgrade of an existing LAN, the services to integrate two or more LANs, or two or more LANs via a WAN. Connectivity and interoperability issues are to be addressed. This may include development, physical and logical installation; project scheduling, and timetable determination. Necessary materials such as cable/connectors (patch cords/cables and patch panels) may be included in the installation. The end result of this activity is an installed (upgraded), fully functional LAN or fully integrated, functional systems.

LAN hardware (hardwire or wireless) should be purchased through the contract manager (IT Director/designee). Any cost not pre-approved will not be reimbursable.

**CONTRACT FOR SERVICES AND/OR PRODUCTS FOR
E-RATE YEAR 2021-2022**

Service Provider IntraTech Alliance School District "Gadsden County Schools"
Company Name: Intratech Alliance
Contact Name: Gauss, S
SPIN:143019937
Address:3720 Sutor Court
City, State, Zip: Tallahassee FL 11
Phone Number: 850-567-6911

The **Applicant** and **Provider** sign this document for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2016 effort. Provider was selected based on Provider's response to Applicant's RFP or on the basis of a qualifying Form 470. Applicant intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Provider's proposal. (IC)

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of Applicant's request for funding through a formal Funding Commitment Decision Letter;
- (ii) Applicant's formal acceptance of the USAC approved funding; and
- (iii) Board Approval as required

Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2021 and shall terminate on June 30, 2022. There will also be 2 one-year contract extensions available, which will go into effect upon agreement of both parties.

Total costs of the goods and services shall not exceed \$ 84,000. (SLD Pre-Discounted Amount).

For Service Provider:

For Applicant:

SPIN: 143001441

Signature: _____

Signature: _____

Printed Name: _____

Print Name: _____

Title: _____

Title: _____

Date: March 29, 2016

Date: March 29, 2016

Official use only

QUOTE

Intratech Alliance Corp

SPIN 143019937

3720 Sutor Ct
Tallahassee, FL 32311
850-567-6911
sgauss@intra-tech.net

QUOTE # Q97043
DATE: 2/23/2021

VALID TO 6/30/2022

TO John Thomas
Gadsden County School Board
35 MLK JR BLVD
Quincy, FL 32351
850-627-9651

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Managed Network Services for 1 Year July 1, 2021 to June 30, 2022. See Appendix A for list of services provided	84,000.00	84,000.00
		SUBTOTAL	84,000.00
		SALES TAX	0.00
		TOTAL	\$ 84,000.00

This is a quotation for the goods and services described.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Appendix A

Services Provided under Quote Q97043 – These services to be provided to the Gadsden County School Board Administrative Offices and Schools.

Active Directory Management
Azure AD P1 Management
Office 365 A3 Management
IBM BladeCenter VMware Data Center
Cisco HyperFlex VMware Data Center
Skyward to Active Directory Student Sync
Active Directory to Google Apps Sync
Active Directory to Azure/Office365 Sync
Active Directory Federated Services and Single Sign On Implementations
Skyward Exports for Third Party Processing
Backups of School File and Print Servers (Redstor)
Backups of Data Center Servers (Redstor and VEEAM)
Network Infrastructure (Switches, Wireless, Routing, Firewalls, Content Filters)
Network and User Digital Security (Virus, Malware and Phishing Protection)
Managed Methods - Cloud Security and Content Monitoring for Google Apps/Office365
KnowBe4 - Security Awareness Training Management
FortiClient EMS (Antivirus for PCs, Servers and Chromebooks)
FortiNAC (Network Access Control for Wireless and Wired Network)
FortiGate (Firewall, Content Filter, VPN, SD-WAN, Routing)
Extreme Wireless (Controllers and Access Points)
XMC - Extreme Management Center (Extreme Networks Wireless AP, Wireless Controllers and Network Switches - monitoring, configuration and backups)
ZENworks Workstation Management and Imaging Services
NESSUS - Network Scanning and Patch Monitoring
Canvas Integrations
Clever Integrations
Google Apps Integrations
Video Security Systems
VoIP Telephone and UC Systems
Access Control Systems (Paxton and Net2 Doors, Card Readers and Access Panels)
Online Testing Infrastructure Management - Network and Workstation Management of Windows and Chromebooks
Helpdesk Management
Troubleshoot Escalated PC and Chromebook Issues

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8g

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Renewal of Charter School Contract

DIVISION: Support Services

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

PURPOSE AND SUMMARY OF ITEM:

This Board request is for the renewal of the Crossroad Academy Charter School contract with the Gadsden County School Board.

FUND SOURCE: General Fund

AMOUNT: To Be Determined by FEFP (Florida Education Finance Program) Generated by Annual Enrollment

PREPARED BY: Dr. Sylvia R. Jackson



POSITION: Area Director, Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
Contract (p41), Appendices (pp1 and 3)

CHAIRPERSON'S SIGNATURE: page(s) numbered _____
Contract (p41), Appendices (pp1 and 3)

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

**THIS CHARTER entered into as of the day of
by and between**

THE SCHOOL BOARD OF GADSDEN, FLORIDA, a body corporate operating and
existing under the Laws of the State of Florida

and

**Community & Economic Development Organization of Gadsden County, Inc., d/b/a
Crossroad Academy Charter School
470 Strong Road
Quincy, FL 32351**

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Governing Board shall mean the governing board or body of CACS.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Gadsden County, Florida.

District shall mean the school district for Gadsden County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Crossroad Academy Charter School.

Sponsor shall mean the Gadsden County School Board as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the Gadsden County School District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

- A. Mission. The mission of Crossroad Academy Charter School is to provide an educational system of choice to assist Gadsden County students in preparing academically, socially and culturally to be responsible participants in our society. CACS is dedicated to providing a well-balanced academically challenging program with emphasis on Business, reading, critical-thinking, character building and community service. CACS will provide an environment that is conducive to learning, a staff that is sensitive to the needs of students and a program that promotes innovative and creative ideas.
- B. Term of Charter.
1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.

2. Term. The term of this Charter shall be 15 years commencing on July 1, 2021 and ending on June 30, 2036 unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum

1. Any material change to the education program or curriculum as described in the Charter requires Sponsor approval.

2. The School agrees to implement its educational and related programs as specified

in the Application unless otherwise modified by this Charter.

3. The focus of the Crossroad Academy Charter School curriculum is reading and math with emphasis on the basis of business and related industry. The curriculum will consist of an interdisciplinary approach in which subject matters are linked together through specifically designed projects and activities. It will incorporate subject areas including banking, finance, money and credit management. It will also include: Reading including ELA, Writing, Mathematics, Language Arts, Science, Social Studies and Physical Education. Other elective course offerings that may be offered include: Art, Music, Health, Critical Thinking Skills, Test-Taking Strategies, and specific courses in Business and Technology. All skills will be aligned and consistent with Florida State Standards and the instructional strategies for Reading will be grounded in scientifically-based research. Additionally, the curriculum will be: **Challenging**- actively engaging each student in learning skills as opposed to just covering materials; **Integrative**- helping students convert school experiences into practical uses in their daily lives; **Exploratory**- enabling students to discover their abilities, interests and ways they can make contributions to the world of business and society as a whole.
4. Instructional methods will include but are not limited to: whole group instruction, small group instruction, student-centered instruction, project-based learning, thematic units, simulations and technology-assisted learning. Computers and internet access is available to students in addition to other technology to improve the educational experience and performance of students. The faculty of CACS will integrate technology into instruction so that students can take advantage of the many opportunities technology provides to enhance the learning experience.
5. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
6. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan.
7. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The Florida Standards Assessment or any other state standardized tests shall serve as the incoming baseline standard of student academic achievement. Students enrolling from another state may submit comparable data as a substitution. All students are expected to achieve at least one year's growth as deemed by FDOE.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student

academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

i. Failure to participate in Florida’s education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

ii. Failure to meet generally accepted standards of fiscal management.

iii. Material violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

- a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;
- b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
- c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
- d. Failure by the School to provide the District with access to records as required by law or this Charter;
- e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
- f. Violation by the School of any court order pertaining to the operation of the School;
- g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
 - j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
 - k. Perpetration of a material fraud upon the District or material intentional misrepresentation in this Charter;
 - l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;
 - m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).
 - n. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;
 - o. Willfully or recklessly failing to manage public funds in accordance with the law;
 - p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
 - q. Failure to maintain the minimum number of three Governing Board members for more than 30 days;
 - r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.
2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.
- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of

- receipt of the notice, request a hearing.
 - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.
- 3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.
 - i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.
 - ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.
- 4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.
- 5. Upon notice of termination or non-renewal the School shall not remove any public

property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.
4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.
2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal

and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 or when first made available each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15 or when first made available each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English, Language Arts, and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners
3. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.
4. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.
5. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in this Charter.
6. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
 2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform
 3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
 4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
 5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
 6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.
- C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

The School shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. The Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order

to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met

Section 3: Students

A. The School is authorized to serve students in grades PK through 12.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, sexual orientation, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officer;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.

The School will not participate in the Sponsor's plan for the mental health assistance allocation. The School will develop its own plan and submit that plan to the governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students/Admissions

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.
3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Annual Enrollment

1. Preliminary Projected Enrollment: No later than November 1 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.
3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools

within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (1) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
2. Free appropriate public education (FAPE).
3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.
- iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- v. The Sponsor shall ensure that:
 - (a) The due process hearing is conducted pursuant to applicable State laws and rules;
 - (b) A final decision is reached; and
 - (c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- I. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.
- J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs). The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- K. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the Code of Conduct or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law, then it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or

semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

L. **Student Code of Conduct, Suspension and Expulsion**

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

M. **School or Parent Contract**

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. **Revenue: State and Local**

1. **Basis for Funding: Student Reporting**

- i. The School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

- ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.
- iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.
- v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.
- vi. Total funding for the School shall be recalculated during the year to reflect

the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law.

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

- i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
- ii. For each year of the Charter, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

- c. Payments will be adjusted retroactively for prior period adjustments.
- iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
- iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
- b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

- i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.
6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board

at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30
5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.
6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of this Charter.
2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
 - i. Guarantee payment for any purchases made by the School;
 - ii. Guarantee payment for any debts incurred by the School;
 - iii. Guarantee payment for any loans taken out by the School.
 - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures to ensure sound financial management.

Section 5: Facilities

- A. The School shall be located at 470 Strong Road, Quincy, FL 32351. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

- B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.
- C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.
- D. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.
- B. Reasonable Distance [for purposes of this Charter]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within two (2) miles.
- C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

- A. The School agrees to provide the following proof of insurance:
 - 1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights

and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
 3. Business automobile coverage with the same limits as general liability.
- B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the “Building” includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.
- C. The School further agrees to secure and maintain property insurance for the School’s personal property, and to insure all of the District’s owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. The School agrees to provide adequate Workers’ Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School’s administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss/two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

- G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.
- H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.
- I. Applicable to All Coverages the School Procures
1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
 2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
 3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
 4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
 5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
 6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits." This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School

harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

- K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of the same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- M. Notice of Claims
1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.
 2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.
 3. Renewal or Replacement
Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

- A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in this Charter. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a public employer and may participate in the Florida Retirement System upon approval as a "covered group" under Section 121.021(34) of the Florida Statutes. If the School participates in the Florida Retirement System, then CACS employees shall be compulsory members of FRS.

- B. The Community & Economic Development Organization of Gadsden County, Inc., DBA Crossroad Academy Charter School is a non-profit organization organized under the laws of the State of Florida.

- C. The Bylaws or other organizational documents of the Community & Economic Development Organization of Gadsden County, Inc. shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
 4. The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
 5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
 6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.
 7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.
 8. A list of Governing Board members will be provided to the Sponsor annually.
- D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data

privacy and system security.

- E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
 2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
 3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
 4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.
 5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
 6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
 7. The management organization will perform its duties in compliance with this Charter.
- F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. The School shall select its own personnel.
- B. The School’s employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. The School may not employ an individual to provide instructional services or to serve as a teacher’s aide if the individual’s certification or licensure as an educator is suspended or revoked by this or any other state.
- F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

Mr. Al M. Gunn, Executive Director & Dr. Kevin E. Forehand, Principal - *Brothers*

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

- G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor’s designated database. Teaching assignments must match the State’s course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, or terminating teachers.
- I. The School shall implement policies and procedures for background screening of

prospective employees, volunteers and mentors.

- J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee and the School Principal. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

- K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.
- L. CACS employees have the option to bargain collectively as a separate unit or as part of the existing district collective bargaining units.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

- A. Monthly
 - 1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
 - 2. Governing Board meeting agenda and minutes
- B. Annual
 - 1. Annual Student Achievement Report
 - 2. Annual Financial Audit
 - 3. Program Cost Report
 - 4. Annual Inventory Report [capital purchases with public funds]
 - 5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]
 7. Dismissal Policies and Procedures [if materially revised]
 8. Crisis Response Plan [if materially revised]
 9. Employee Handbook [if materially revised]
 10. Current List of members of the Governing Board and Principal
 11. School's Parental Contract [if materially revised]
 12. Projected Enrollment [for subsequent school year]
 13. Capacity [for subsequent school year]
 14. School Calendar [for subsequent school year] if different than the District
 15. Evidence of Insurance
 16. Management Organization Agreement [if materially revised]
 17. Student Progression Plan [if materially revised]
- C. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.
- D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. **Impossibility**

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. **Drug Free Workplace:** The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled

by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Community & Economic Development Organization of Gadsden County, Inc.
d/b/a Crossroad Academy Charter School
Attn: Governing Board Chair
20 East Washington Street, Suite A
Quincy, FL 32351

(INSERT SCHOOL ATTORNEY)

2. Notices to the Sponsor

The School Board of Gadsden County, Florida
Attn: Superintendent
35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

(INSERT SCHOOL BOARD ATTORNEY)

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from

time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Charter or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall

provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: _____
Al Gunn, Executive Director Date

ATTESTED:

By: _____
Monica Proctor, Secretary Date

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA

By: _____
Leroy McMillan, Board Chair Date

ATTESTED:

By: _____
Elijah Key, Superintendent Date

APPROVED AS TO FORM:

By: _____
, Esq. Date

APPENDIX A

TRANSPORTATION AGREEMENT

Agreement (the “Agreement”) is made and entered into by and between the Community & Economic Development Corporation of Gadsden County, Inc., d/b/a Crossroad Academy Charter School (hereinafter referred to as “the SCHOOL”), and THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA (hereinafter referred to as “the SPONSOR”).

WITNESSETH:

WHEREAS, School and Sponsor desire to set out fully their understanding and expectations regarding transportation of students to the School, as specified below:

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, IT IS AGREED AS FOLLOWS:

As a material inducement to Sponsor to enter into this agreement, the School hereby waives its right to receive state or federal funding for transportation of students from Sponsor in exchange for the Sponsor providing transportation for students attending the School. The Sponsor will be responsible for all aspects of FTE including but not limited to data entry, ridership designation and counting of students during survey periods.

FIRST: The parties agree that the Sponsor will pick up students attending the School at the Sponsor’s established bus stops. The School will provide the Sponsor with a list of its students no later than 30 days prior to the opening of school. The Sponsor and the School will collaborate annually on drop-off and pick-up times.

SECOND: The Sponsor agrees to transport the students to the School located at 470 Strong Road, Quincy, FL. The School will provide adequate supervision and control traffic at the pick-up/drop-off zones to ensure the safety of students and bus drivers.

THIRD: All disciplinary issues regarding the School’s students shall be referred to the School’s Principal. The bus driver shall submit a written referral to the School Principal, who is authorized to provide discipline to transported students under this contract.

FOURTH: The Sponsor reserves the right to refuse to transport a student who is continuously disruptive or who poses a threat to his/her safety and/or the health and safety of the driver or other students. This reservation applies to the main transport vehicle and other vehicles owned by the Sponsor which the student rides.

FIFTH: This sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. If any part of this agreement is deemed void or unenforceable, the remaining shall continue in full force and effect.

SIXTH: Any amendments to this agreement must be made in writing and signed by both parties.

SEVENTH: This agreement may be cancelled by either party provided the canceling party gives the other party written notice at least 30 days prior to the cancellation date.

EIGHTH: The terms of this agreement is effective from July 1, 2021 until June 30, 2036.

EXECUTED at Quincy, Florida, this _____ day of _____ 2021.

Community & Economic Development
Organization of Gadsden County, Inc.

Witness

Al Gunn, Executive Director

The School Board of Gadsden
County, Florida

Witness

Leroy McMillan, Chairman

APPENDIX B

FOOD SERVICE AGREEMENT

Agreement (the "Agreement") is made and entered into by and between the Community & Economic Development Corporation of Gadsden County, Inc., d/b/a Crossroad Academy Charter School (hereinafter referred to as "the SCHOOL"), and THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA (hereinafter referred to as "the SPONSOR").

WITNESSETH:

WHEREAS, School and Sponsor desire to set out fully their understanding and expectations regarding providing food for students attending the School, as specified below:

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, IT IS AGREED AS FOLLOWS:

As a material inducement to Sponsor to enter into this agreement, the School hereby waives its right to receive from the Sponsor funding for food service for the students attending the school. The school assigns its right to receive such funds from any state or federal sources to the Sponsor in exchange for the Sponsor providing food for its students.

FIRST: The parties agree that the Sponsor will provide food service for all enrolled students attending the School. The School will pick up meals from a school site agreed upon by both parties.

SECOND: The food service provided will be the same as provided by the Sponsor at its schools and all menus and nutritional requirements will be set and determined by the Sponsor. The School may make menu changes for special occasions by notifying the Sponsor at least three weeks in advance. The School will provide the designated site with a daily head count no later than 9:00 a.m.

THIRD: The School shall provide an adequate facility for serving, heating and storing the meals. Such facility shall comply with all state, local and federal rules, laws and regulations applicable to educational food service facilities.

FOURTH: The Sponsor currently participates in the Community Eligibility Provision which allows the Sponsor to offer free meals to all students through the National School Lunch Program and School Breakfast Program. In the event the Sponsor no longer qualifies for the provision, then the School agrees to pay the Sponsor for those meals provided to students who are not eligible for the free lunch program.

FIFTH: When applicable, the School agrees to submit payment on the third (3rd) day of each month. The School agrees to maintain daily receipts and records regarding monies received for student and/or adult meals and agrees to make weekly deposits, as necessary. The Sponsor agrees to perform a monthly reconciliation of its reports of accounts receivable and will provide a report to the Sponsor. The Sponsor agrees to provide all technology required to administer the food service program.

SIXTH: This sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. If any part of this agreement is deemed void or unenforceable, the remaining shall continue in full force and effect.

SEVENTH: Any amendments to this agreement must be made in writing and signed by both parties.

EIGHTH: This agreement may be cancelled by either party provided the canceling party gives the other party written notice at least 30 days prior to the cancellation date.

NINTH: The terms of this agreement is effective from July 1, 2021 until June 30, 2036.

EXECUTED at Quincy, Florida, this _____ day of _____ 2021.

Community & Economic Development
Organization of Gadsden County, Inc.

Witness

Al Gunn, Executive Director

The School Board of Gadsden
County, Florida

Witness

Leroy McMillan, Chairman

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8h

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: FOCUS School Software Contract

DIVISION: Support Services

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

PURPOSE AND SUMMARY OF ITEM:

This Board request is for approval to enter into an agreement with FOCUS School Software for use of Student Information System software and services.

FUND SOURCE: General Fund (Capital Outlay)

AMOUNT: \$75,164.00

PREPARED BY: Dr. Sylvia R. Jackson 

POSITION: Area Director, Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

4

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

4

CHAIRMAN'S SIGNATURE: page(s) numbered _____



SIS PRODUCT SCHEDULE

This Product Schedule is hereby incorporated into **Focus Master License Agreement Number GCS-001** ("Agreement") as executed by **Focus School Software, Inc.**, ("**Focus**") and the Licensee as listed below. In accordance with the provisions of this Product Schedule and the Master Agreement and subject to Licensee's compliance with both, **Focus** grants Licensee a license for the Product(s) as listed below. Unless otherwise specified, this Product Schedule supersedes any prior Product Schedules for the Product(s) as listed below, and to the extent that any provision of this Product Schedule conflicts with the Master Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein. Licensee may not terminate this Product Schedule except in the case of a breach of the Master Agreement by **Focus** that remains uncured for thirty (30) days after **Focus** has received written notice of the breach.

Licensee	Gadsden County Schools
Product(s) & Designated Hardware	Focus School Software Student Information System Base Program: Attendance, Gradebook, Discipline, Scheduling, Registration, Online Enrollment, Eligibility, Student Demographic, Health & Guidance In addition: Ad Hoc Reporting, Parent /Student Portal, FL State Reporting Focus/SIS - Any computer(s), at the License Site listed below.
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates. Special Limitations – If any. Other restrictions apply as listed in this Product Schedule.
License Site	Site URL designated by LICENSEE.
Site	35 Martin Luther King, Jr. Blvd Quincy, Florida 32351
License Type	Term License
License Term	The five (5) years beginning and ending on July 1, 2021 – June 30, 2026 subject to the termination provisions of the Master Agreement. In the case where Licensee's governing documents and/or applicable law requires that a contract term in excess of one year be subject to annual school board approval, Licensee agrees that such approval shall not be unreasonably or arbitrarily withheld.



License Fee (PAEC District)	\$42,786.00 (4,754 Students at \$9.00 per FTE)
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Implementation Services				
Implementation Services	Service	Quantity	Rate	Total
	Virtual Project Management / Implementation Support Days	10	\$1,250.00	\$12,500.00
	Data Migration Days	14	\$900.00	\$12,600.00
	Integrations and Reporting (5 Days Included)	TBD	\$1,250.00	TBD
	Focus Analytics Dashboards Year 1	4,754	\$0.90	4,278.60
	Focus Community App Year 1	1	\$3,000.00	\$3,000.00
	Total Implementation Services: \$32,378.60			

First Year Fees	\$75,164.00 Due upon the following milestones:
	August 1, 2022, Scheduling Go Live: 18,791.60
	September 1, 2022, SIS Go Live \$18,791.60
	November 15, 2022, First run of Report Cards: 18,791.60
	February 15, 2023, \$16,971.50 Second run of Report Cards: \$18,791.60
	(Include Support, Maintenance, and Hosting for the 2022 / 2023 School Year)
Annual Fees	Licensee shall be invoiced by Focus on August 1, 2023 – 2025 as follows:

YEAR 2-5 SUPPORT, HOSTING AND MAINTENANCE FEES:

Annual Maintenance and Support: \$3.97 per student Per Year:

Hosting* - \$1.25 per student per year:

Focus Analytics Dashboards: \$0.90 per student per year:

Focus Community App: \$3,000.00 Per Year:

*Sites shall be limited to one (1) Production Site, One (1) site for each State Reporting Survey, and Three (3) Non-Production sites. Additional sites can be added at a cost of \$0.10 per student per year.

As a PAEC member, Future Pricing will be updated accordingly to align with the PAEC Discount offered at the time. After the initial term of the contract, Focus Schools Software will evaluate the per-student annual maintenance rate, giving consideration to inflation and current industry standards, to offer the most competitive rate for continued annual maintenance and support. This will be a variable rate limited to a 3% increase annually plus the rate of inflation as calculated by the CPI during the duration of the contract.

Focus will invoice Licensee at least thirty (30) days prior to the listed due date. Any amounts due under this Product Schedule which remain unpaid ten (10) days after the date due shall be subject to a late fee of 1.5% of the amount of the original invoice per month.

This Product Schedule is subject to the following Terms and Conditions:

- Use Review: Upon reasonable notice, the Licensee shall grant **Focus** access to its pertinent files, libraries, and records, as produced from the Product(s), to perform a review of the Product (“Use Review”). All information obtained during a Use Review shall be treated as confidential.
- Third-Party Code: Notwithstanding anything to the contrary in this Product Schedule or the Master Agreement, Product(s) and applicable modules licensed herein may contain code licensed by **Focus** from a third party for license with Product(s) to end-users (“Third Party Code”). Licensee agrees that if Product(s) contain Third Party Code, such Third Party Code is the Confidential Information of **Focus’s** licensor and that Licensee’s obligations with respect to the Title, Proprietary Rights and Confidentiality section of the Master Agreement shall apply



with respect to such Third Party Code as if such Third Party Code was owned by **Focus** and was a part of Product(s) licensed from **Focus** pursuant to this Product Schedule; that title to such Third Party Code shall at all times remain with the owner of such Third Party Code; that Licensee may not use the Third Party Code separate from Product(s) or applicable module containing such code; that Licensee agrees not to translate, reverse compile, reverse assemble or otherwise reverse engineer the Third Party Code or permit others to do or attempt to do the same; that the section(s) pertaining to limitation /exclusion of damages/liabilities shall apply to such Third Party Code and Licensee agrees that **Focus's** licensor shall be excluded from any liability and/or indemnification obligations and to look exclusively to **Focus** (as set forth and limited in the Master License Agreement) for remedy of and indemnification for damages caused by such Third-Party Code. **Focus** makes no representations or warranties on behalf of **Focus's** third-party vendors, but **Focus's** indemnities, warranties, and maintenance obligations for Product(s) licensed under this Product Schedule will apply to such Third-Party Code as between **Focus** and Licensee.

- Headings: Headings or titles to Sections herein are for convenience and/or reference only and shall not affect the meaning or interpretation of this Product Schedule or any part of it.
- Acceptance: All Products shall be deemed accepted by Licensee upon execution of the Product Schedule.

ACCEPTED BY LICENSEE:	ACCEPTED BY FOCUS :
Elijah Key, Jr.	Steven Harnois
Name	Name
Superintendent	Director of Operations
Title	Title
Date	Date

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8i

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: PAEC Student Data Services Resolution and Contract

DIVISION: Support Services

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

PURPOSE AND SUMMARY OF ITEM:

This Board request is for the approval to enter into an agreement with PAEC to provide support and services for the use and implementation of the FOCUS Student Data System.

FUND SOURCE: General Fund (Capital Outlay)

AMOUNT: Base sum of \$13,500.00 plus a sum per the most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year Estimate and WDIS as per the 2020-21 year's enrollment @ a rate of \$0.946537517.

PREPARED BY: Dr. Sylvia R. Jackson

POSITION: Area Director, Support Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

3

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

3

CHAIRMAN'S SIGNATURE: page(s) numbered _____



PAEC STUDENT DATA SERVICES RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **The District School Board of Gadsden County, Florida**, pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services**, and **The District School Board of Gadsden County Florida**, has been reviewed by both parties. It is the decision of these participants that the resolution for rendering of services and benefits shall commence as of July 1, 2021 and shall end on June 30, 2022.

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

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

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

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

- I. SERVICES TO DISTRICT.** The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:
 - A. Web repository of training documents and videos.
 - B. Focus Software Training for end-users scheduled on mutually agreed upon dates:
 1. 100 hours of live webinar training.
 2. 35 hours of on-site training occurring over 5 days.
 - C. Student Information System recommendations for compliance with Department of Education (DOE) student database and student reporting requirements. PAEC Student Data Services will comply with all requirements relating to s.119.07, F.S, Florida's public records act.
 - D. Help desk support will be provided for only primary and/or backup contact to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary.
 - E. Training of district MIS contact:
 1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
 2. Quarterly training sessions of pertinent procedures involving the Student Information System.
 3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
 - F. Weekly hot topic email newsletter.
 - G. 3rd Party system integrations as defined no later than December 31, 2021.

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

III. DISTRICT RESPONSIBILITIES

- A. Meet required deliverables as outlined in the software conversion project plan.
- B. Provide accurate and clean data for the data conversion to Focus Student Information System.
- C. MIS staff responsible for attending all trainings.
- D. All district staff required to attend designated training.
- E. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- F. Provide all 3rd party integration file specifications and provide answers to any questions about the integrations by December 31, 2021.

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

V. DISTRICT FINANCIAL PARTICIPATION. The District School Board of Gadsden County, Florida, will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on the base plus unweighted FTE basis. Each participating district hereby agrees to pay, a base sum of \$13,500 plus a sum per most recent FTE Enrollment Forecast from the Office of Economic & Demographic Research mid-year estimate and Workforce Development Information System (WDIS) as per the 2020-21 year's enrollment @ a rate of \$0.946537517. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15 of each year in which the district is participating.

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

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

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

B. SUSPENSION OF SERVICES BY PAEC

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

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

C. WITHDRAWAL BY FISCAL AGENT

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

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

For the above described services, **The District School Board of Gadsden County, Florida**, agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC and PAEC Student Data Services, the sum of \$18,007.54, payable upon execution of this resolution/contract.

APPROVED: Resolved in a Regular Session of the _____ School District on this _____ day of _____, 2021.

Milton Brown, Board Chairman
School Board of Washington County
Date: _____

Board Chairman
School Board of _____ County
Date: _____

Herbert J. Taylor, Superintendent
School Board of Washington County
Date: _____

Superintendent
School Board of _____ County
Date: _____

John T. Selover, Executive Director
Panhandle Area Educational Consortium
Date: _____

BOD date:
WCSB date:

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Purchase Order Request

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: This Board request is for the approval of a purchase order to be issued to Clemons, Rutherford and Associates, Inc. in the amount of \$31,200.00. Attached is a copy of the proposal for a massing study and three-dimensional graphics for a new kindergarten through eighth grade school at 1400 West King Street in Quincy.

FUND SOURCE: 3950 E 7420 3100 0000 89600 00000 00000

AMOUNT: \$31,200.00

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered 2

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

REVIEWED BY: Bill Hunter

April 21, 2021

Mr. Bill Hunter
Gadsden Co Public Schools
35 Martin Luther King, Jr. Blvd
Quincy, FL 32351

**RE: Gadsden County Schools – Proposed New K-8
Fee Proposal for Massing Study and 3-D Graphics**

Dear Mr. Hunter:

Thank you for utilizing Clemons, Rutherford & Associates for your architectural study and 3-D graphics needs. We are pleased to offer the following proposal for your review and consideration.

General Project Description:

- New K-8 school
- Location – Shanks Middle School, Quincy, FL
- Student Stations, +/- 1,800

General Scope of Services:

- Massing Study for a new K-8 school to located at the existing Shanks Middle School site.
 - o Conceptual site plan for massing
 - o Conceptual floor plan
 - o Prepare order of magnitude cost estimate
- Attend building committee meetings
- Marketing Graphics
 - o 3-D Aerial view of campus (moderate detail)
 - o 3-D eye level of primary elevation (fine detail)
 - o 3-D interior view of a common space e.g. Media Center (very fine detail)
- Present preliminary plans and 3-D images for review and approval
- Incorporate owner comments into final concept plans and final 3-D images
- Provide print ready electronic images and two mounted prints of 3-D images

Not included in scope: Construction documents, specifications, phasing plans, geotechnical, surveying, engineering services, bidding assistance, and construction contract administration.

Fees:

Since development time for concept plans and images can vary significantly depending on how quickly concepts can be nailed down, we are proposing an Hourly Not to Exceed fee structure. This will allow for the opportunity to minimize the fee if a solution is reached quickly while leaving some range in fee to allow for some development time if needed.

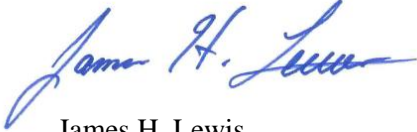
Hourly Plus Expenses Not to Exceed: \$31,200.00

Payment Schedule:

Invoicing will be monthly based on hours completed and expenses to date.

If you need any additional information concerning this proposal, please do not hesitate to contact me.

Sincerely,



James H. Lewis
Production Manager / Architect
LEED AP

Authorization By:

Signature_____

Title_____

Date_____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9b

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Request to Announce the Intent to Pre-Qualify Contractors

DIVISION: Facilities

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

PURPOSE AND SUMMARY OF ITEM: The State Requirements for Educational Facilities (SREF) 4.1 and FS 1013.46 require the Board to announce its intent to pre-qualify contractors to serve as Construction Managers (CM) at a public meeting. This will be done on an annual basis for any capital projects. The Board shall make available to any interested contractor the pre-qualification packet. After the evaluation process is complete, a recommendation of qualified contractors will be submitted to the Board for final acceptance. This request is to approve the process to pre-qualify Construction Managers for the period of July 1, 2021 through June 30, 2022.

FUND SOURCE: varies by project but could be from state, federal, grant, insurance or FEMA

AMOUNT: varies by project

PREPARED BY: Bill Hunter

POSITION: Director of Facilities

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

N/A Number of ORIGINAL SIGNATURES NEEDED by preparer.

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

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

REVIEWED BY: Bill Hunter

Request for Proposals (RFP)

Gadsden County School District's

***Continuing Services for
Construction Management on
Minor Projects***



"Putting Children First"

District Wide, Gadsden County Florida

Date Issued: 6/3/2021

Date Due: 6/30/2021

RFP Number: 2021-004

GCS's Purchasing Department Attn: Andrea Lawson

35 Martin Luther King Jr. Blvd., Quincy

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

The Gadsden County School Board

Is seeking Construction Managers to pre-qualify for bidding future Capital Improvement Projects.

The School Board of Gadsden County in Quincy Florida invites qualified Construction Managers to submit their Qualifications in a sealed envelope with the intent of Pre-qualifying Contractors for future Capital Improvement projects.

Proposers must possess the following minimum qualifications to be considered:

1. A clear understanding of requested services
2. A minimum of 5 years in business in good standing with DBPR and BBB
3. Possess experience in K-12 educational facilities construction
4. Adequately staffed to meet District needs
5. Properly insured as specified
6. Financially stable
7. Properly licensed
8. Bondable

An RFP proposal package may be picked up at the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by e-mailing lawsona@gcpsmail.com. Additional requirements and mandatory forms are contained in it. Participants must thoroughly familiarize themselves with all instructions in the proposal package to be responsive.

There will be no mandatory pre-submission conference or site visit for this RFP.

Proposals shall be delivered to the Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **6/30/2021**. Proposal will be opened on **6/30/2021** 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 document.

Please direct all questions by e-mail to: Andrea Lawson, E-mail: lawsona@gcpsmail.com

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

SCHEDULE OF EVENTS

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

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

Schedule of Events

Description	Date	Time
Public posting	<u>6/3/2021</u>	<u>8:00 am</u>
Last day for written inquiries	<u>6/16/2021</u>	<u>4:00 pm</u>
Anticipated answers to questions	<u>6/23/2021</u>	<u>5:00 pm</u>
Proposal due date	<u>6/30/2021</u>	<u>1:45 pm</u>
Proposal opening	<u>6/30/2021</u>	<u>2:00 pm</u>
Anticipated start of evaluation	<u>7/1/2021</u>	<u>2:00 pm</u>
Anticipated recommendations to the Board	<u>7/9/2021</u>	<u>6:00 pm</u>

INSTRUCTIONS TO PROPOSERS

PART 1 – GENERAL CONDITIONS

- 1.1 All Correspondence, communication, and all informational exchanges shall be coordinated through GCPS Purchasing office. Follow all instructions listed. Failure to do so could result in disqualification.
- 1.2 **Nonacademic Purchases:** The Gadsden County School Board, prior to the release of this RFP, has reviewed the purchasing agreements and state term contracts to determine whether it is in the school board's economic advantage to use the agreements and contracts. *F.S. 1010.04*
- 1.3 **Vendor Registration:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must register as a Vendor prior to submitting a Bid or Proposal. A Vendor ID No. is mandatory for receiving a PO.
 - A. If you are not a registered GCPS vendor, you will need to complete the W-9 form and return it to GCPS Purchasing office.
 - B. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 1.4 **Proposer Registration:** In addition to the Vendor Registration, proposers must register with GCPS Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCPS shall not be responsible for providing addendums to proposers that are not registered.
 - A. Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted without the most current addendum.
- 1.5 All purchases for services or commodities \$25,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
 - A. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
 - B. Unless specified elsewhere, purchases \$25,000 and up must be approved by the Gadsden County School Board.
- 1.6 **Subcontracting:** Where a proposer utilizes subcontracts in the performance of the Work the names of the subcontractors will be included as part of the proposal. The proposer shall submit a Subcontractors List. Form provided with the RFP
- 1.7 **Site Visits:** shall be scheduled by the owner to hours during which disruption of normal activities are minimized.
 - A. All proposers will check in with the Facilities Office before arriving at any of GCPS sites.

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

1.12 **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified.

A. **Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05*.

1. For Work \$100,000 or less, no payment and performance bond shall be required unless specified otherwise.
2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
 - a. Mechanical
 - b. Electrical
 - c. Plumbing
 - d. Roofing
 - e. Shell and Concrete
3. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
4. When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.
5. The respective performance and payment bonds shall:
 - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
 - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.

B. **Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.

1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department

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

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

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

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

3. **Property Insurance:** Property Insurance shall be required upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of GCS, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include "all risk" coverage for physical loss or damage to the property, equipment, and items. It shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.

a. The Gadsden County School Board shall be named as additional insured on policy.

b. For project less than \$100K, Property Insurance may be waived at the Owner's discretion.

c. Any special insurance requirements will be addressed in the Special Conditions.

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

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

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

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

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

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

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

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

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

Contact: Human Resources Department @ 850-627-9651

1.18 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Proposers shall include with their proposal, a Drug Free Workplace declaration found in this document. Exclusion of the declaration may be used as a tiebreaker.

1.19 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.

- 1.20 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
- 1.21 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*
- A. The awarded Contractor and all independent contractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and independent contractors agree to both of the following:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
 2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.22 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100.00) participate certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this RFP.
- 1.23 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.24 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of

the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
 - 1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods, or service from the related party, as a Subcontractor, according to the terms of this agreement.
 - 2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods, or service from some person or entity other than a related party according to the terms of this agreement.
- 1.25 **Direct Purchase:** The proposer shall include in its proposal the cost of any equipment, materials, or labor. GCPS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
- 1.26 **Execution of Proposal:** RFP's must contain an original manual signature of an authorized representative. Failure to properly sign the RFP may invalidate it. **Any illegible entries, pencil proposals, or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by the proposer and attached to the RFP.
- 1.27 **Number of Copies:** The proposer shall submit one (1) original complete RFP and two (2) complete copies. In addition to the hard copies, they shall submit one (1) electronic copy on a USB flash drive in PDF format.
 - A. The Original shall be signed, as specified above, with all supporting documentation as defined in part 2 of this document.
 - B. Copies and electronic PDF sets shall be complete copies with supporting documentation and signatures.
- 1.28 **Preparation Costs:** GCPS shall not be liable for any expenses incurred in connection with the preparation of a response to this RFP.
- 1.29 **Due Date and Time:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. GCPS will not be responsible for late deliveries or delayed mail. The time stamp located at the reception desk of the Administration building shall serve as the official authority to determine lateness of any proposal.
- 1.30 **Delays in Schedule:** GCPS, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the district to do so. GCPS will notify all registered proposers of all changes in scheduled due dates by written addendum.

- 1.31 **Additional Information:** No additional information may be submitted, or follow-up performed by any proposer after the stated due date unless specifically requested by GCPS.
- 1.32 **Affirmation:** The submission of a proposal affirms that the proposer has made it without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. The proposer agrees to abide by all terms and conditions of this RFP and the resulting contract. No outside terms and conditions will be considered unless approved by GCPS.
- 1.33 **Advertising:** In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.34 **Accuracy of Information:** Any proposal submitted to the Owner which is determined to contain information that is substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.35 **Opening:** The Owner will publicly open and read each RFP as required by *255.0518 F.S.* and defined in the Schedule of Events. Incomplete or non-responsive proposals will be removed from consideration.
- 1.36 **Review:** Once each proposal has been read, at the owner's leisure, the review committee will review all proposals for compliance and score each section as indicated.
- A. The Owner reserves the right to contact a proposer for clarification if needed in determining compliance.
- B. The review committee will select one Construction Manager from the highest scoring proposers to recommend to the Board for award.
- 1.37 **Acceptance/Rejection of Proposals:** The Owner reserves the right to waive minor irregularities in any proposal or to reject any and all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of GCPS. Minor irregularities are defined to be a variation from the terms and conditions which do not affect the price or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCPS.
- 1.38 **Disqualification:** Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection. Proposers not acknowledging all addenda may be rejected. Incomplete or illegible proposals will be rejected.
- 1.39 **Posting of Results:** Bid tabulations with recommended invitations will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- A. The Owner will also post all recommended awards and addenda to the District's website: <http://www.gcps.k12.fl.us/?DivisionID=21299&ToggleSideNav=>

- 1.40 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on both parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) after posting of the decision or intended decision. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.41 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, proposals become “public record” and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.42 **Invoicing and Payment:** Payment will be made by the Owner upon completion of negotiated benchmarks.
- A. Payment negotiation shall occur prior to signing of Agreement and shall become part of the Agreement.
- 1.43 **Indemnification:** To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys’ fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the services. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.
- The proposer, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. If the proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposer shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.44 **Withdrawal of Proposal:** A written request for withdrawal, signed by the vendor, on the Vendor’s company letterhead, may be considered if received by the GCPS purchasing officer within 72 hours after the proposal opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the

department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

PART 2 – RFP REQUIRED FORMATTING

2.1 The proposer shall submit their proposal on 8.5 in. x 11 in. paper, organized in a 3 ring or spiral binder with each section separated by tabs that are labeled and numbered. With the exception of headers and footers, font size shall not be smaller than 10. **All items listed in section 2.1 are mandatory.**

A. **Cover Page: (1 point)** The cover page shall identify

1. Company Name
2. Due date and time
3. RFP number
4. The Owner's name, Gadsden County School Board

B. **Tab 1 – Letter of Transmittal: (5 points)** Provide the Firms name, Principle's name, business address and phone number. Give a brief description of services being requested in this RFP (this demonstrates to the owner the intent of the RFP is understood). Letter of Transmittal must not be more than one page on Proposer's Company letterhead.

C. **Tab 2 – Business/Corporate Background: (25 points)** Provide a narrative of the company's history that includes number of years in business. List all current contracts. Include a copy of firm's corporate charter if applicable. Provide a brief description of 3 similar k-12 projects highlighting unique and interesting aspects of each project. Mention any design challenges and course taken to overcome them.

1. Each project description shall include:

- a. Identify firm's team that worked on the project and at what capacity.
- b. Include name of project owner with contact information that shall include address of project, contact name, phone number, and e-mail address.
- c. List original start and completion dates with actual start and completion dates. Include reason for schedule changes if any.
- d. List estimated cost of construction with actual cost of construction. Include explanation of major differences if any.

D. **Tab 3 – Staffing/Staff Background: (25 points)** Provide an overall company organizational chart. Provide a GCPS team chart. Include a resume for each member of the GCPS team. It shall be required the at least one principle officer/owner be included on the GCPS team. The Board will be looking for the experience level and background of each team member demonstrating the ability to provide the services in a professional and timely manner.

1. Each resume shall include at minimum:

- a. Brief summary of overall experience
 - b. Years with Firm
 - c. Position held
 - d. Former employment with positions held
 - e. Education – degrees held, name of schools attended. Year graduated.
 - f. License – List all license and certificates held.
 - g. Work experience – List project name, Owner, Location and cost to construct.
 - h. References
- E. **Tab 4 – Penalties, Litigation and Bankruptcy: (2 point)** Indicate whether the firm or any of its members have ever been involved in or currently a part of any work related legal proceedings, litigation, conviction, liquidated damages, settlement agreements or bankruptcy. If so, provide explanations.
- F. **Tab 5 – Insurance: (5 points)** Copy of all certificates of insurance shall be provided. Include copy of DBPR license status from their web page and if available, and BBB report.
- G. **Tab 6 – License: (5 points)** Provide a copy of all license and certificates required and supplemental.
- H. **Tab 7 – Bonding: (5 points)** Provide a letter of intent from a surety company acknowledging the firm may be bonded for the maximum amount of a minor project.
- I. **Tab 8– Addendum to Bid: (5 points)** Print and sign all addenda.
- J. **Tab 9 – Drug Free Work Place Form: (1 point)** Include a signed copy.
- K. **Tab 10 – Public Entity Crimes Form: (1 point)** Include a signed copy.
- L. **Tab 11 – Minority and Woman Owned Businesses Form: (1 point)** Include a signed copy.
- M. **Tab 12 – Debarment Certification Form: (1 point)** Include a signed copy.
- N. **Tab 13 – Conflict of Interest Form: (1 point)** Include a signed copy.
- O. **Tab 14 – Vendor Registration/W-9 Form: (2 point)** Include a signed copy.
- P. **Tab 15 – Financial Statement: (15 points)** Include most recent audited financial statement or unaudited in privately owned.

2.2 Once all copies of the proposals are bound and ready to submit, they should be boxed for ease of delivery and storage. It is required that the proposer label the outside of the box using the label provided herein. The number of proposal copies is specified in section 1.26.

PART 3 – GENERAL REQUIREMENTS

- 3.1 **Summary:** Unless specified differently, each project specific agreement will be a GMP contract utilizing AIA Document A102-2007, Standard form of agreement between owner and contractor where the basis of payment is the Cost of the Work plus a Fee with a Guaranteed Maximum Price.
- A. The GMP shall include 1) the Cost of work, 2) Overhead and Profit (O&P) and 3) General Conditions (labor burden).
- 3.2 **Overhead:** Overhead is the administrative duties that are not specifically listed in the construction documents but must take place in order to fulfill the terms of the contract. They're usually off-site personnel that would include the project manager, estimator, principals, project engineers, bookkeeping, and administrative personnel.
- 3.3 **Profit:** Profit is the allowable percentage over the cost of work negotiated prior to execution of the contract.
- 3.4 **Overhead & Profit:** The percentage for overhead and profit shall be calculated as one number. This shall be written and recorded with the contract.
- A. Unless contested, the CM's overhead and profit shall be a fixed fee. The CM, in writing, may request the Owner to review justification to award O&P fees above the standard fixed fee.
1. **Fixed fee scale:** 14% is the maximum O&P percentage GCS will pay.

a. Work less than \$100,000.00	14%
b. \$100,000.00 to \$249,000.00	13%
c. \$250,000.00 to \$499,000.00	12%
d. \$500,000.00 to \$749,000.00	11%
e. \$750,000.00 to \$999,000.00	10%
f. \$1,000,000.00 and over	To be negotiated committee
 2. **Negotiated O&P:** In addition to cost, overhead and profit may be adjusted based on complexity of the work and duration of schedule. It is the burden of the CM to provide enough detailed information to justify an increased O&P rate.
- 2.1 **General Conditions:** General Conditions are the on-site expenses that are reimbursable such as supervision, permit fees, site safety expenses, miscellaneous cleanup, and security and on larger projects, site office and storage trailers. Only onsite personnel and equipment will be considered in General Conditions.
- A. Equipment and Service costs shall be supported by invoices attached to each pay application. This includes cell phones and truck costs.
- B. GCPS Allowable Labor Burden Form shall be used to establish Labor Burden prior to signing the contract between CM and Owner. Labor burden shall be negotiated individually for each on-site employee. It shall be demonstrated each pay application

for all CM personnel stationed on site. Time sheets shall be included as additional support.

- C. General Conditions ***shall not*** include any profit.
 - D. All backup documentation must equal the General Conditions line total on the continuation sheet of each pay application.
- 3.5 **Scope of Work:** The awarded CM, after contract negotiation and execution of project agreement, shall work with the director of facilities on approved projects.
- 3.6 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.
- A. When requested, pre-construction services shall be provided at a negotiated lump sum fee.
 - B. Services shall include but are not limited to the following:
 - 1. Trade contract bidding
 - 2. Plan and Submittal coordination
 - 3. Permitting
 - 4. Schedule development
 - 5. Construction coordination and supervision
 - 6. Monthly owners progress meetings
 - 7. Substantial completion inspection
 - 8. Closeout documents
 - 9. One year, 100% labor and materials warrantee
 - C. CMs are encouraged to utilize MBE certified contractors when possible.
 - D. GCPS will generate a Purchase Order from the final Board approved GMP. No work shall take place by the CM or any of their subcontractors prior to the issuance of a PO.

PART 4 – EVALUATION PROCESS

- 4.1 **Selection:** The School Board intends to select one Construction Manager for a continuing services contract on all minor projects.
- 4.2 **Review Committee:** The Director of Facilities shall select one or more individuals knowledgeable in District needs and familiar with purchase and contracting requirements and one individual unrelated to contracting to serve as equity. This group will be the review committee.
- A. Prior to opening, the committee will develop a point system to be used giving value to the mandatory requirements.

- B. GCPS Purchasing department, as specified in the Schedule of Events, shall publicly opened and read each proposal confirming mandatory requirements. Responsive proposals shall be distributed to the review committee.
 - 1. Proposals not meeting mandatory requirements shall not be distributed to the review committee for consideration.
- C. The review committee will evaluate and rank all compliant proposals to determine the top candidate for award recommendation. The Board will make the final selection.
- D. The recommended CM shall be posted at the front entry of the Walker Administration Building located at 35 Martin Luther King Jr. Rd., Quincy, FL 32351 and on the district's web site.

ADDENDUM TO SOLICITATION DOCUMENTS

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

Solicitation Addendum No. _____

Date: _____

RFP No. _____

Project Name: _____

NOTICE TO ALL BIDDERS

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

PRE-BID QUESTIONS and ANSWERS

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

Preparer's Name

Date

Authorizing Agent

Date

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

LABOR BURDEN FORM

Labor burden is the cost to a company to carry their labor force aside from salary actually paid. Simply stated, burden is the benefits and taxes that a company must or chooses to pay on their payroll.

All parties shall agree upon a percentage rate for labor burden reimbursement. It shall be the actual cost of labor and should not include any mark-up or profit to the contractor. Burden will be established prior to signing the contract and shall become part of the contract. All claims to burden shall require backup documentation from the service provider substantiating percentages requested. Each Contractor employee working on the project shall have their Labor Burden figured individually.

Unless noted otherwise, the Labor Burden Table shown below will be utilized and the Owner's Allowable Labor Burden Form signed by both Owner and Contractor.

Allowable Labor Burden Table	
Gross Salary	1.0000
Social Security Tax	0.0000
Medicare Tax	0.0000
State Unemployment	0.0000
Federal Unemployment	0.0000
Long Term Disability	0.0000
Health Insurance	0.0000
Retirement/401(k)	0.0000
Vacation / Sick / Holiday	0.0000
Workers' Compensation	0.0000
General Liability / Umbrella Insurance	0.0000
Safety	0.0000
Education / Training	0.0000
Total	1.0000
Rounded Multiplier	0.00

Signatures below indicate the labor burden has been reviewed by both Owner and Contractor and approved. It shall remain in effect for the duration of the contract.

Owner's Signature

Date

Contractor's Signature

Date

DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes _____ N/A _____

If **yes** please complete the form.

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

(Name of Business)

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

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

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

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

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

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

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

Proposer’s Signature

Date

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for:

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

Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

Signature

Date

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

STATE OF FLORIDA

COUNTY OF: _____

Notary Public

My Commission expires: _____

MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes N/A

If yes, please complete the form.

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

Type of Business (check applicable area):

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

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

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

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

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

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

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

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

FORM 00453

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

Organization Name

Printed Names and Title

Signature

Date

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am the *(Title)* _____ and the duly authorized representative of the firm of *(Firm Name)* _____ whose address is

_____ ' _____ ' _____ ' _____
Address City State Zip Code

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

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

EXCEPTIONS to items above (List): _____

Signature: _____
 Printed Name _____
 Firm Name: _____
 Date: _____

STATE OF _____
 COUNTY OF _____

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

 Notary Public – State of _____
 Type or print name: _____

(Seal)

Commission No.: _____
 Commission Expires: _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PROPOSER REGISTRATION

Proposers must register with GCS's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. GCS shall not be responsible for providing addendums to those that are not registered.

ITB, RFP, RFQ number: _____

Vendor ID number: _____

Project name: _____

Company name: _____

Federal ID number: _____

City, state and zip code: _____

Primary contact's name: _____

Telephone # (____) _____ Cell # (____) _____

Fax # (____) _____

E-mail address: _____

Qualifying agents name: _____

Qualifying agents signature: _____

Title: _____ Date: _____

Failure to register as a prospective proposer may cause your proposal to be rejected if you have submitted a proposal without the most current addendum.

IDENTIFICATION LABEL

NOTICE TO ALL PROPOSERS: A label has been provided to properly identify your bid. Place the proposal in a sealed envelope, complete the label, and affix it to the front of the box.

The Superintendent's office is open 8 a.m. – 5:00 p.m. Monday through Friday. If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope or box.

SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	
Proposal Title:	_____		
RFQ Number:	_____		
Opened Date:	_____		
From:	_____		
Address:	_____		

Deliver To:	School Board of Gadsden County Finance / Purchasing Department 35 Martin Luther King Jr. Blvd. Quincy, Florida 32351		
SEALED PROPOSAL – DO NOT OPEN		SEALED PROPOSAL – DO NOT OPEN	

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9c

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Purchase Order Request

DIVISION: Transportation

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

PURPOSE AND SUMMARY OF ITEM:

This Board request is for the approval of issuance of a purchase order to *Coggin Chev at the Avenues* for \$105,160.00 for the purchase of four (4) new district vehicles. Attached are the quotes for the vehicles.

FUND SOURCE: General Fund (as allocated and approved in the September 8, 2020 Final Original Budget for the 2020-21 school year).

AMOUNT: \$105,160.00

PREPARED BY: Andy Gay



POSITION: Transportation Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____



QUOTE

Vendor: Coggin Chev at the Avenues
 Address: 10880 Philips Highway
 Jacksonville, Fl. 32256
 Off # (904) 608-4240
 From: Rick Hoening
 Email: RHoening@cogginauto.com
 FEID: 59-3624905

Requester: Mary Rutten
 Date: 5/4/2021
 Agency: Gadsden Co School ~~Head Start~~
 Quincy, FL.
 Contact # 850-627-3861
 E-Mail Perkinsl@gcpsmail.com

FSA Contract 20-VEL28.0

Spec#	Commodity	Description	Quantity	Unit Price	Extended Total
60	PASS VAN	2021 Chev Express 12 Pass Van 135" WB Model# CG23406	1	\$24,211.00	\$24,211.00
	Options				
	Z82	Trailer Towing Package	1	\$274.00	\$274.00
	UEU	Forward Collision Alert	1	\$289.00	\$289.00
	UFL	Lane Departure Warning	1	\$289.00	\$289.00
	UFT	Side Blind Spot Alert	1	\$788.00	\$788.00
	UD7	Rear Park Assist	1	\$289.00	\$289.00
	DE5	Power Mirrors	1	\$112.00	\$112.00
		Power Windows & Locks	1	Standard	
	TEMP	Temp Tag	1	\$15.00	\$15.00
This will be a 2022 Model					
<i>Unless color is specified, the vehicle will be ordered White</i>					
				TOTAL	\$26,267.00

Accepted By: _____
 Date: _____



QUOTE

Vendor: Coggin Chev at the Avenues
 Address: 10880 Philips Highway
 Jacksonville, FL 32256
 Off # (904) 608-4240
 From: Rick Hoening
 Email: RHoening@cogginauto.com
 FEID: 59-3624905

Requester: Mary Rutten
 Date: 5/3/2021
 Agency: School Board of Gadsden Co
 Contact # 850-627-6858
 E-Mail

State Contract 25100000-19-1

Spec#	Commodity	Description	Quantity	Unit Price	Extended Total
30	Mid Size SUV	2020 Chev Traverse FWD 4DR LS (1NB56) LS Trim Level	2	\$25,929	\$51,858
	PDF	Floor Liner and Cargo Area Liner Package	2	\$384	\$768
				TOTAL	\$52,626

Unless color is specified, the vehicle will be ordered White

Accepted By: _____
 Date: _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9d

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Purchase Order Request

DIVISION: Transportation

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

PURPOSE AND SUMMARY OF ITEM:

This Board request is for the approval of issuance of a purchase order to Matthews Buses Florida for \$470,162.00 for the purchase of four (4) new school buses: two 77 Capacity Type C and two 89 Capacity Type D. Attached are quotes per bus type.

FUND SOURCE: General Fund (as allocated and approved in the September 8, 2020 Final Original Budget for the 2020-21 school year).

AMOUNT: \$470,162.00

PREPARED BY: Andy Gay 

POSITION: Transportation Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

1

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

Pages 1 and 2

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

NA

CHAIRMAN'S SIGNATURE: page(s) numbered _____



Thomas 1418S Body
 Thomas CHSY141YS
 Allison 3000 PTS
 Cummins ISB 250hp/660lb.ft.
 Front Engine

Gadsden District Schools
 c/o Gerald A. Gay III
 Phone: (850) 627 6858
 35 Martin Luther King, Jr. Blvd.
 Quincy, FL 32351



Quote from FLDOE 2020-16

BID NO: ITB 2020-16	89 Capacity Type D Complete School Bus		
	NO LIFT		
Unit Base Price:	\$104,210		
OPTIONAL CHASSIS EQUIPMENT PRICES	COST	QUANTITY	EXTENDED COST
[C1A] Front Tow Hooks	\$48	1	\$48
[C1B] Rear Tow Hooks	\$158	1	\$158
[C3] Auto Trans Warranty (7 yr unlimited)	STD	1	STD
[C4] 75-100 Gallon Fuel Tank* See Appendix I	\$378	1	\$378
[C6] 270 Amp L/N 4864 Alternator *See Appendix I	\$775	1	\$775
[C9] 3000-PTS Transmission	STD	1	STD
OPTIONAL BODY EQUIPMENT PRICES			
[B1] Pro Lo Hatch	STD	1	STD
[B4] 76" High Headroom (minimum)	STD	1	STD
[B5B] PA with Radio	\$750	1	\$750
[B13] Bus Lockup System	\$182	1	\$182
[B15] Stainless Steel Mirror System (with non-corrosive brackets & fasteners)	STD	1	STD
[B18] Underseat Rear Heater *See Appendix I	\$483	1	\$483
[B20] Powder-Coated Windows	STD	1	STD
SUB TOTAL			\$106,984
ADDITIONAL OPTIONS			
Batteries, 3 Group 31 1900 CCA in Lieu of 2	STD	1	STD
Coolant Filter	STD	1	STD
Electronic Stability Control	STD	1	STD
Engine Electronic Diagnostics and Familiarization	STD	1	STD
Heavy Duty Bumper	STD	1	STD
Petcock Plumed to Skirt	STD	1	STD
Telescoping Steering Column Add to Tilt	STD	1	STD
6" Defroster Fan	\$60	1	\$60
Cruise Control	\$30	1	\$30
Def Tank Lock	\$12	1	\$12
Electrical Power Outlet 12V	\$38	1	\$38
ISO and Lap Belt Rows 2 and 3	\$50	1	\$50
WIFI	\$225	1	\$225
Rail Assist on Front Entrance Door	\$100	1	\$100
SUB TOTAL			\$107,499
A/C OPTIONS			
RAC-EFBH12241, 126,000 BTU, 125 AMPS	\$15,518	1	\$15,518
SUB TOTAL			\$123,017
VIDEO/GPS OPTIONS - Please consult with Vendor for options and equipment placement. Customer confirmation is required for order.			
ZONAR: V4001-H - Factory Install Telematics Control Unit	STD	1	STD
Seon: TH4H500	\$1,117	1	\$1,117
Seon: WT1D20S20G4	\$231	1	\$231
Seon: CJ9xxA20	\$297	1	\$297
Seon: All Seon Mounting Posts	\$70	1	\$70
Seon: CQ9xxA50	\$322	1	\$322
Seon: CQ9xxA20	\$297	2	\$594
SUB TOTAL			\$125,648
LUGGAGE BOX OPTIONS			



Thomas 341TS Body
 Freightliner B2 106 Chassis
 Allison 2500 PTS six speed w/LBSS
 Cummins ISB 13 250hp/660 lb-ft
 Dynamic Shift Schedule

Gadsden District Schools
 c/o Gerald A. Gay III
 Phone: (850) 627 6858
 35 Martin Luther King, Jr. Blvd.
 Quincy, FL 32351
 (Brevard Spec)
 Quote from FLDOE 2017-02



BID NO: ITB 2017-02		77 Capacity Type C Complete School Bus	
		NO LIFT	
Unit Base Price:		\$87,346	
OPTIONAL EQUIPMENT PRICES		COST	QUANTITY
[C1A] Front Tow Hooks		STD	1
[C3] Auto Trans Warranty (5 yr unlimited)		STD	1
[C4] 75-100 Gallon Fuel Tank* (See bidders notes, appendix J)		\$299	1
[C5] Low-Profile Radial Tires** (Bridgestone Standard)		N/C	
[C10] Air Ride Rear Suspension		\$888	1
[C13] Auto Headlamp System		STD	1
[B1] Pro Lo Hatch		STD	1
[B4] 77" High Headroom		STD	1
[B5B] PA with Radio		\$627	1
[B7C] Syntech Integrated Child Restraint Seat (Lap Belts Only)		\$382	6
[B15] Stainless Steel Mirror System (Brackets & Fasteners)		\$133	1
[B18] Underseat Rear Heater		\$441	1
[B20] Powder-Coated Windows		STD	1
SUB TOTAL		\$92,026	
ADDITIONAL OPTIONS			
Exhaust Brake		STD	1
Cruise Control		STD	1
DEF Tank Lock		STD	1
Engine Electronic Diagnostics and Familiarization		STD	1
Air Disc Brakes *Must Order Air RR Susp. Type C 65-77		\$1,586	1
SUB TOTAL		\$93,612	
A/C OPTIONS			
RAC-BH2233 *Includes 270 amp alt and 6 yr limited warranty		\$11,350	1
VIDEO OPTIONS			
Seon: TH4H500 - replaces TS41P20H500G		\$977	1
Seon: WT1D20S20G4		\$221	1
Seon: CJ9xxA20		\$270	1
Seon: CQ9xxA20		\$270	1
Seon: CQ9xxA20		\$270	1
Seon: CQ9xxA50		\$293	1
Seon: Camera Post		\$70	1
GPS OPTIONS			
ZONAR: V3001TBB-H - Factory Install V3 Telematics Control Unit *See Appendix J		STD	1
SUB TOTAL		\$107,333	
LUGGAGE BOX OPTIONS			
DELIVERY			
REGION 2		\$1,050	1
WARRANTY			
TOTAL		\$108,383	

 Salesperson Signature

 Date

 Customer Signature

 Date

Notes

77 Passenger 2019 Thomas C2 Saf-T-Liner- Buses are built and ready for a/c and aftermarket items. 5 year/100,000 mile warranty (less wear items), BH2233 RAC AC with 6 year unlimited mile warranty. Video information supplied by Seon Design. Syntec convertible seating with 3 rows of integrated child safety seats. Cummins 250hp/660lb.ft. with engine braking-6 speed Allison Transmission-front tow hooks-stainless steel mirror brackets-am/fm/pa system-100 gallon fuel-air ride rear suspension with dual leveling valves-Delivery to Quincy FL-

*Pricing remains in effect for the State approved 2017 Bid. PO must be received and approved by the state before:

12/31/2019

Video and GPS Descriptions

Manufacturer	Model #	Description
Seon	TS41P20H500G	Trooper TL4 DVR, 500GB hard drive
Seon	TS41P20H1T0	Trooper TL4 DVR, 1TB hard drive.
Seon	TLHD1P20H500G	Trooper TL-HD 5 DVR, 500GB hard drive
Seon	TLHD1P20H1T0	Trooper TL-HD 5 DVR, 1TB hard drive
Seon	TH6H500	Trooper TH6 HYBRID DVR, 500GB hard drive.
Seon	TH6H1T0	Trooper TH6 HYBRID DVR, 1TB hard drive.
Seon	TH6H2T0	Trooper TH6 HYBRID DVR, 2TB hard drive.
Seon	TX8FH1T0	Explorer TX8 DVR, 1 TB (2x500GB) hard drive
Seon	TX8FH2T0	Explorer TX8 DVR, 2 TB (2x1TB) hard drive
Seon	DXHDNH1T0	Explorer DX-HD 13 DVR, (2x500GB) hard drive
Seon	DXHDNH2T0	Explorer DX-HD 13 DVR, 2 TB (2x1TB) hard drive
Seon	HX16H2T0	* HX16 hybrid 16 channel DVR, 2TB HDD
Seon	HX16H4T0	* HX16 hybrid 16 channel DVR, 4TB HDD
Seon	TLHD1P20S128G	Trooper TL-HD 5 DVR, 128GB solid state drive (SSD)
Seon	TLHD1P20S250G	Trooper TL-HD 5 DVR, 250GB solid state drive (SSD)
Seon	TLHD1P20S500G	Trooper TL-HD 5 DVR, 500GB solid state drive (SSD)
Seon	TH6S500	Trooper TH6 HYBRID DVR, 500GB SSD
Seon	TH6S1T0	Trooper TH6 HYBRID DVR, 1TB SSD
Seon	TX8FS256	Explorer TX8 DVR, 256GB (2x128GB) solid state drive (SSD)
Seon	TX8FS500	Explorer TX8 DVR, 500GB (2x250GB) solid state drive (SSD)
Seon	TX8FS1T0	Explorer TX8 DVR, 1TB (2x500GB) solid state drive (SSD)
Seon	DXHDNS256	Explorer DXHD13 DVR, 256GB (2x128GB) solid state drive (SSD)
Seon	DXHDNS500	Explorer DXHD 13 DVR, 500GB (2x250GB) solid state drive (SSD)
Seon	HX16S1T0	Explorer HX16 Hybrid DVR, 1TB (2x500GB) solid state drives
Seon	WT1D20S20G4	TL, TLHD, TX8 TH6 and HX16 wiring bundle, SS alarm button, GPS4 passive
Seon	WSA20	Alarm button with 20 ft harness
Seon	WP00AG4	DX12 & DX-HD Smart-Link 12 VDC module, SS alarm button, GPS4 receiver
Seon	CQ9xxA20	Integrated IR Dome Day/Night 600TVL camera, audio, 20 ft. harness
Seon	CQ9xxA50	Integrated IR Dome Day/Night 600TVL camera, audio, 50 ft. harness
Seon	CQ9xxA75	Integrated IR Dome Day/Night 600TVL camera, audio, 75 ft. harness
Seon	CQ902A20	Integrated IR Dome Day/Night 600TVL camera, audio, 2.5mm lens, 20 ft.
Seon	CQ902A50	Integrated IR Dome Day/Night 600TVL camera, audio, 2.5mm lens, 50 ft. harness
Seon	CQ902A75	Integrated IR Dome Day/Night 600TVL camera, audio, 2.5mm lens, 75 ft. harness
Seon	CA9xxE20	Day/Night 650 TVL camera, exterior (no infrared, no audio), 20 ft. harness
Seon	CA9xxE50	Day/Night 650 TVL camera, exterior (no infrared, no audio), 50 ft. harness
Seon	CA9xxE75	Day/Night 650 TVL camera, exterior (no infrared, no audio), 75 ft. harness
Seon	CA9xxEI20	Day/Night 650 TVL camera, exterior (w infrared, no audio), 20 ft. harness
Seon	CA9xxEI50	Day/Night 650 TVL camera, exterior (w infrared, no audio), 50 ft. harness
Seon	CA9xxEI75	Day/Night 650 TVL camera, exterior (w infrared, no audio), 75 ft. harness
Seon	CJ9xxA20	Dome Day/Night 600TVL camera, audio, 20 ft. harness (no infrared)
Seon	CJ9xxA50	Dome Day/Night 600TVL camera, audio, 50 ft. harness (no infrared)
Seon	CJ9xxA75	Dome Day/Night 600TVL camera, audio, 75 ft. harness (no infrared)
Seon	CJ902A20	Dome Day/Night 600TVL camera, audio, 2.5mm lens, 20 ft. harness (No IR)
Seon	CJ902A50	Dome Day/Night 600TVL camera, audio, 2.5mm lens, 50 ft. harness (No IR)
Seon	CJ902A75	Dome Day/Night 600TVL camera, audio, 2.5mm lens, 75 ft. harness (No IR)
Seon	CHW804E20	CHW804 camera with 3.6mm lens and 20' harness
Seon	CHW804E50	CHW804 camera with 3.6mm lens and 50' harness
Seon	CHW806E20	CHW806 camera with 6.0mm lens and 20' harness
Seon	CHW806E50	CHW806 camera with 6.0mm lens and 50' harness
Seon	CHW808E20	CHW808 camera with 8.0mm lens and 20' harness
Seon	CHW808E50	CHW808 camera with 8.0mm lens and 50' harness
Seon	CHW804EJ20	CHW804 camera with 3.6mm lens, 20' harness and APPINJ POE injector
Seon	CHW804EJ50	CHW804 camera with 3.6mm lens, 50' harness and APPINJ POE injector
Seon	CHW806EJ20	CHW806 camera with 6.0mm lens, 20' harness and APPINJ POE injector
Seon	CHW806EJ50	CHW806 camera with 6.0mm lens, 50' harness and APPINJ POE injector
Seon	CHQ8PD03A20	HD Dome Cam, 720p Prog Scan, 2.8mm, Interior, IR Day/Night, Audio, 20 ft.
Seon	CHQ8PD03A50	HD Dome Cam, 720p Prog Scan, 2.8mm, Interior, IR Day/Night, Audio, 50 ft.
Seon	CHQ8PD03A75	HD Dome Cam, 720p Prog Scan, 2.8mm, Interior, IR Day/Night, Audio, 75 ft.
Seon	CHQ8PD04A20	HD Dome Cam, 720p Prog Scan, 4.0mm, Interior, IR Day/Night, Audio, 20 ft.
Seon	CHQ8PD04A50	HD Dome Cam, 720p Prog Scan, 4.0mm, Interior, IR Day/Night, Audio, 50 ft.
Seon	CHQ8PD04A75	HD Dome Cam, 720p Prog Scan, 4.0mm, Interior, IR Day/Night, Audio, 75 ft.
Seon	CHQ8PD06A20	HD Dome Cam, 720p Prog Scan, 6.0mm, Interior, IR Day/Night, Audio, 20 ft.

Video and GPS Descriptions

Seon	CHQ8PD06A50	HD Dome Cam, 720p Prog Scan, 6.0mm, Interior, IR Day/Night, Audio, 50 ft.
Seon	CHQ8PD06A75	HD Dome Cam, 720p Prog Scan, 6.0mm, Interior, IR Day/Night, Audio, 75 ft.
Seon	CHW8PD04E20	HD Camera 720P/1080P/3MP, IP POE, 3.6mm, Exterior (No Audio), 20 ft.
Seon	CHW8PD04E50	HD Camera 720P/1080P/3MP, IP POE, 3.6mm, Exterior (No Audio), 50 ft.
Seon	CHW8PD04E75	HD Camera 720P/1080P/3MP, IP POE, 3.6mm, Exterior (No Audio), 75 ft.
Seon	CHW8PD06E20	HD Camera 720P/1080P/3MP, IP POE, 6.0mm, Exterior (No Audio), 20 ft.
Seon	CHW8PD06E50	HD Camera 720P/1080P/3MP, IP POE, 6.0mm, Exterior (No Audio), 50 ft.
Seon	CHW8PD06E75	HD Camera 720P/1080P/3MP, IP POE, 6.0mm, Exterior (No Audio), 75 ft.
Seon	CHW8PD08E20	HD Camera 720P/1080P/3MP, IP POE, 8.0mm, Exterior (No Audio), 20 ft.
Seon	CHW8PD08E50	HD Camera 720P/1080P/3MP, IP POE, 8.0mm, Exterior (No Audio), 50 ft.
Seon	CHW8PD08E75	HD Camera 720P/1080P/3MP, IP POE, 8.0mm, Exterior (No Audio), 75 ft.
Seon	HD3Q03AI20	HD Camera, Dome, 2.8mm, internal, audio, IR TDN, 20' harness
Seon	HD3Q03AI50	HD Camera, Dome, 2.8mm, internal, audio, IR TDN, 50' harness
Seon	HD3Q03AI75	HD Camera, Dome, 2.8mm, internal, audio, IR TDN, 75' harness
Seon	HD3Q04AI20	HD Camera, Dome, 3.6mm, internal, audio, IR TDN, 20' harness
Seon	HD3Q04AI50	HD Camera, Dome, 3.6mm, internal, audio, IR TDN, 50' harness
Seon	HD3Q04AI75	HD Camera, Dome, 3.6mm, internal, audio, IR TDN, 75' harness
Seon	HD3Q06AI20	HD Camera, Dome, 6.0mm, internal, audio, IR TDN, 20' harness
Seon	HD3Q06AI50	HD Camera, Dome, 6.0mm, internal, audio, IR TDN, 50' harness
Seon	HD3Q06AI75	HD Camera, Dome, 6.0mm, internal, audio, IR TDN, 75' harness
Seon	HD3W03EI20	HD Camera, Wedge, 2.8mm, external, IR TDN, 20' harness
Seon	HD3W03EI50	HD Camera, Wedge, 2.8mm, external, IR TDN, 50' harness
Seon	HD3W03EI75	HD Camera, Wedge, 2.8mm, external, IR TDN, 75' harness
Seon	HD3W04EI20	HD Camera, Wedge, 3.6mm, external, IR TDN, 20' harness
Seon	HD3W04EI50	HD Camera, Wedge, 3.6mm, external, IR TDN, 50' harness
Seon	HD3W04EI75	HD Camera, Wedge, 3.6mm, external, IR TDN, 75' harness
Seon	HD3W06EI20	HD Camera, Wedge, 6.0mm, external, IR TDN, 20' harness
Seon	HD3D06EI50	HD Camera, Wedge, 6.0mm, external, IR TDN, 50' harness
Seon	HD3D06EI75	HD Camera, Wedge, 6.0mm, external, IR TDN, 75' harness
Seon	RVM	Rear Vision Monitor, cables & 7" Monitor, for standalone use
Seon	RVM-SP	RVM, cables, video splitter, 7" Monitor, for use with TL2/4,MX,TX and DX DVRs
Seon	RVM-TLHD	RVM, cables, 7" Monitor, expansion harness, for use with TL-HD DVR
Seon	RVC303E50	RVC303 Camera with 50 ft. harness
Seon	RVC303E75	RVC303 Camera with 75 ft. harness
Seon	SAV-INV360	inView 360 Monitoring System (includes 1 front, 1 rear and 2 side cameras, 4 camera housings, 1 electronic control unit and associated cabling)
Seon	SAV-MON	Monitor, 7in, inView 360
Seon	ADMF	DIN to Microfit Adaptor (for DVR Integration)
Seon	INST-SAV-CAL-SB	Installation and calibration, inView 360 system, per school bus *Price is Pass-Through - must be completed by Seon 360 Certified Installers.
Seon	VLP-LMUV1	vMax Live+, LMU, PWR Harness, Signal Cable, GPS, Antenna, Activation Fee, Health Check (for integration to DVR)
Seon	VLP-LMUS1	vMax Live+, LMU, PWR Harness, Signal Cable, GPS, Antenna, Activation Fee, Health Check (for integration to DVR)
Seon	VNAV-VSBY1	vMax Navigator software service per MDT tablet (per vehicle), 1st year of hosting, licensing and technical support
Seon	VNAV-MDT	Navigator Mobile Data Terminal (MDT), including, Android OS, vMax Navigator application sw, GPS input, USB port, Cellular modem. Does not include Annual Data Plan
Seon	SRLGA07	Smart-Reach Lite, 2.4GHz, std antenna, w/ NMO mt 6 ft cable, w/ PoE adapter
Seon	SRLAA07	Smart-Reach Lite, 5.8GHz, no antenna, w/ NMO mt 6 ft cable, w/ PoE adapter
Seon	SRLGA07NP	Smart-Reach Lite for TL-HD only , 2.4 GHz, standard antenna, w/ NMO mount 6 ft cable, no PoE adapter
Seon	SRLAA07NP	Smart-Reach Lite for TL-HD only , 5.8GHz, no antenna, w/NMO mt 6 ft. cable, no PoE adapter
Seon	GPS4	GPS Receiver, Magnetic Mount, 20 ft. Harness
Seon	Specify	All Mounting Posts (CA-MP6, CJ-MP6A30, CHQ-MP6A30)
Angel Trax	VulcanV5SD-01	VulcanV5SD - 5 Channels with 4 Channels HD up to 720P + 1 Channel IP 720P or 1080P Dual SD Card Drive, SD64GB, HD2500V, HD4CBL
Angel Trax	VulcanV5-01	VulcanV5 5 Channel HD/IP Mobile Digital Video Recorder, 5 Channels w/4 Channels HD 1080P+1 Channel IP 1080P Built-in WiFi Module, G-force Sensor, Panic Button, HD2500V, HD4CBL

Video and GPS Descriptions

Angel Trax	VulcanV12-01	VulcanV12 12 Channel HD/IP Mobile Digital Video Recorder, 5 Channels with 8 Channels HD up to 1080P+4 Channels IP up to 1080P w/SD slot for redundant or sequential recording. Built-in WiFi Module, G-force Sensor, Panic Button, HD2500V, HD4CBL
Angel Trax	HDDKIN1TBST-Up	Upgrade: 1TB Solid State Upgrade
Angel Trax	HD2500V	Cam 2.5mm Lens-1080P HD 3 megapixels, Built-in Audio
Angel Trax	IP2600V	Cam 2.6mm lens 920x1080 2 Megapixels, Built-in audio & Infrared
Angel Trax	4IPBOX	IP 4 Camera Hub for Vulcan Series to include CAT5 Cable
Angel Trax	SI4GM	Sierra 4G Wireless Cellular Modem- to include AT&T SIMcard
Angel Trax	EASYCK1	Firmware Upgrade Tool For Vulcan Series
Angel Trax	V5HDDTRAY	V5 Hard Drive Tray for Vulcan Series Spare Hard Drives
Angel Trax	V12HDDTRAY	V12 Hard Drive Tray for Vulcan Series Spare Hard Drives
Angel Trax	V5RDR	V5 Hard Drive Reader Module with Cable for Vulcan Series
Angel Trax	VULBR100	Windshield Mounting Bracket for Vulcan Series
Angel Trax	WC4G	Wi-Fi Cellular GPS Tri-Mode Antenna
Angel Trax	VULVSM	External GPS Virtual Synchronized Mapping Module Vulcan
Angel Trax	GPSV1	Vulcan Series Passive GPS Antenna
Angel Trax	CP4	Vulcan Series Touchscreen Backing, Firmware Ctrl Monitor w/ bkt
Gatekeeper	G4-304SD1a Assy	G4-Series 4 AHD CH + 1 IP CH HD DVR
Gatekeeper	G4-504HD2 Assy	G4-Series 4 Analog CH + 2 IP CH HD DVR, 500GB HD
Gatekeeper	G4-508HD4 Assy	G4-Series 8 Analog CH + 4 IP CH HD DVR, 500GB HD
Gatekeeper	S370 Analog Camera	S370 Camera - Vandal-Resistant 800 TVL 24 IR LED&Cable
Gatekeeper	CAB000310	G4 CamAdaptCbl,20cmAviat-Molex
Gatekeeper	S31AHD HD Camera	S31 AHD Camera Vandal-Resistant 24 IR LED&Cable High Def Cam
Gatekeeper	S31IP Camera	S31IP IR + AUDIO HD IP CAMERA
Gatekeeper	CAB000377	IP Camera Adapter Cable Aviation to RJ45
Gatekeeper	GSWHCAT5-15MLD-B	15-foot HD IP Camera Cable - Blue
Gatekeeper	GSWHCAT5-30MLD-G	30-foot HD IP Camera Cable - Green
Gatekeeper	GSWHCAT5-60MLD-Y	60-foot HD IP Camera Cable - Yellow
Gatekeeper	G4-SD64GB	64GB SD Card
Gatekeeper	G4-SD128GB	128GB SD Card
Gatekeeper	G4-SD256GB	256GB SD Card
Gatekeeper	G4-Upgr 500GB-1TB	Upgrade 500 GB to 1TB (at time of order)
Gatekeeper	G4-Upgr 500GB-2TB	Upgrade 500 GB to 2TB (at time of order)
Gatekeeper	G4-Upgr 500GB-256SSD	Upgrade 500 GB to 256 SSD (at time of order)
Gatekeeper	G4-Upgr 500GB-480SSD	Upgrade 500 GB to 480GB SSD (at time of order)
Gatekeeper	G4-WiFi_5GHz_Ext-KIT	Vehicle 5.8GHz WiFi Kit
Gatekeeper	GK-AWM-KIT	Auto-Wake Module Kit
Gatekeeper	G4-IPDVR-4PSWITCH	4 PORT SWITCH - 12V POE
Gatekeeper	MWM-CELL 4G ONLY	4G Only w/Antenna+Mount CAT5 CBL for Verizon, AT&T, T-Mobile
Gatekeeper	G4-DrvAlert	Driver Alert Button - Includes Cable
Gatekeeper	G4 Viewer Plus	G4 View Plus Video Management Software
Gatekeeper	G4-InertiaSensor Assy	Inertia Sensor, including cable
Gatekeeper	MWM-4G CELL+WIFI 5GHZ	MWM-CELL 4G + WIFI Card - Inc 2 Antennas, 2 Mounts, 1xCAT5 CBL for Verizon, AT&T, T-Mobile
Gatekeeper	G4-SERIES-GPS-KIT	GPS Kit - Internal Electronics and Antenna
Gatekeeper	Rear Cable Covers	DVR Rear Cable Covers
Gatekeeper	Viewer Software DL Kit	Viewer Software Download Kit
Gatekeeper	G4-Connect-WiFiDongle	G4-Connect USB WiFi Dongle
Gatekeeper	015-0052	Drop Mount For Forward Facing S3 Cameras
Synovia	INSTALL HDRW	Install *All Systems and On Board Mobil Data Terminal
Synovia	FLSTC GPS	Synovia Core GPS Hardware Kit for ATT/T-Mobile/Sprint/Verizon
Synovia	FLSTC GPSw/ED	Synovia Core GPS Hardware Kit with ED for ATT/T-Mobile/Sprint/Verizon
Synovia	FLSTC BCR	Barcode Reader Kit (laser scan)
Synovia	FLSTC CT-AIO	All In One (Color Tablet and Kit w/ built in GPS device)
Synovia	FLSTC SLSGPS	Synovia Silverlining GPS Fleet Management Software-Purchase
Synovia	FLSTC SLSEGS	Synovia Silverlining Engine Diagnostics Software
Zonar	V3001TBB-H	Factory Install V3 Telematics Control Unit
Zonar	GSM-ACT	GSM Activation (Each Unit)
Zonar		GTC (Basic Track, Trace, Idle, 5 I/O's)
Zonar	GPS001-SB	GTC Plus (Adds ECM Diagnostic Monitoring)
Zonar	EVIR001-SB	EVIR 2010 (Electronic Vehicle Inspection Report ONLY)
Zonar	GZ001-SB	Zpass (RFID Student Ridership Reporting ONLY)
Zonar	G2002-SB	2020 Tablet (Full Suite-Navigation, EVIR, Messaging, ZForms)

Video and GPS Descriptions

Zonar	EVIR002-SB	EVIR 2010 (Electronic Vehicle Inspection Report)
Zonar	ZPASS001-SB	Zpass (RFID Student Ridership Reporting)
Zonar	ZPASS002-SB	Zpass PLUS (Includes Parent Notification)
Zonar	GPS002-S	GTC (Basic Track, Trace, Idle, 5 I/O's)
Zonar	GPS001-S	GTC Plus (Adds ECM Diagnostic Monitoring)
Zonar	EVIR001-H	EVIR 2010 Kit (Requires V3)
Zonar	MOB001-H	EVIR 2020 Kit (Requires V3)
Zonar	EVIR001-S	EVIR 2010 (With GTC or GTC Plus)
Zonar	MOB001-S	2020 Tablet-Nav, EVIR, Messaging (W/ GTC or GTC Plus)
Zonar	EVIR002-S	Stand Alone EVIR 2010
Zonar	G2001-S	Stand Alone EVIR 2020 Tablet -Nav, EVIR, Messaging
Zonar	ZPASS001-H	Zpass Module Kit (Includes V3)
Zonar	ZPASS001-S	Zpass (With GTC or GTC Plus) *Annual Cost
Zonar	ZPASS002-S	Zpass PLUS-Parent Notification (w/ GTC and GTC Plus) *Annual Cost
Zonar	ZPASS003-S	Stand Alone Zpass *Annual Cost
Zonar	ZPASS004-S	Stand Alone Zpass PLUS-Parent Notification *Annual Cost
Zonar	Addl Install Zonar	Installation Additional Hardware Kit (EVIR, Zpass, and/or 2020)
Zonar	20007	Driver/Operator RFID Card
Zonar	30034	Student RFID Card

Camera Locations

<u>Camera</u>	<u>Model Number</u>	<u>Camera Location</u>
Camera 1	HD3Q04AI20	Windshield <Road
Camera 2	CHQ-MP6A30	Post for windshield camera
Camera 3	HD3Q03AI20	Driver < Step
Camera 4	HD3Q03AI20	Front < Rear
Camera 5	HD3Q03AI50	Mid < Rear
Camera 6	HD3Q03AI50	Mid < Rear
Camera 7	HD3Q03AI50	Rear < Forward
Camera 8	HD3W04EI50	Ext. Curb <Forward
Camera 9	HD3W03EI50	Ext. Reverse
Camera 10	SRLGA07NP	Smart Reach Wifi Bridge

DELIVERY			
REGION 2		\$1,050	1
			\$1,050
WARRANTY			
TOTAL PER BUS			\$126,698

Total Quantity of Buses: 1 Total: \$126,698

Salesperson Signature

Date

Customer Signature

Date

Notes

Thomas 2021 89 Passenger EFX engine forward Saf-T-Liner- Cummins ISB 6.7L 250hp/660 lb.ft. torque- Front and rear tow hooks-100 Gallon fuel-pa/am/fm system-bus lock up system-cruise control-rear underseat heater-6 inch defrost fan-12 volt power outlet in driver area-right side rail assist at step well-rows 1-3 with ISO hooks (only 1 row required)-DEF tank lock-rear suspension Taperleaf unless air ride requested-Tilt and Telescopic Steering column included-Petcocks plumbed to skirt at battey area- AC RAC 12241 126,000 BTU System A with 5 year warranty- 3 Battery system-270 amp alternator. WiFi router installed if requested-

*Pricing remains in effect for the State approved 2020-16 Bid.



School Bus Price and Ordering Guide

ITB No. 2020-16

SCHOOL BUS BID #2020-16 ORDERING INSTRUCTIONS

1. PURCHASE ORDER INFORMATION

- a. P.O.s should be sent electronically in pdf format to SCHTRANS@fldoe.org, or may be mailed to the address listed below.

**Florida Department of Education
School Transportation Management Section
325 West Gaines Street, Room 834, Tallahassee, Florida 32399-0400**

- b. Once your P.O. is approved by the STMS, it will be sent electronically to the vendor and copied to your school district transportation director and finance manager. **If you DO NOT receive confirmation for your order**, please contact the STMS at 850-245-9795.

2. BUS ORDERING CHECKLIST:

For all bus P.O.s, the following information must be included:

- (1) The bus vendor's name and address and contact person
- (2) The quantity, capacity, body model number, engine type, unit price, total price and options. Bus orders of different capacity, body type, manufacturer, etc. must be placed on separate purchase orders.
- (3) Wheelchair lift location, either in front of or behind rear wheels and lift model
- (4) Local school district bus numbers
- (5) Indicate whether buses are to be delivered or picked up by the district

3. REQUIRED DELIVERY DATE

The required delivery date will be 240 days from the date the bus dealer receives the district's Florida Department of Education (FDOE) approved P.O. and will be specified on the FDOE cover sheet that is transmitted to the bidder.

BUS DEALER'S CONTACT INFORMATION	
IC Corporation Tulsa, Oklahoma	Sun State International Trucks, LLC 6020 Adamo Drive, Tampa, Florida 33619 Attn: Dianna Chesney, Sales Administrator 813-621-1331 Dianna.Chesney@sunstateintl.com
Blue Bird Corporation Ft. Valley, Georgia	Florida Transportation Systems, Inc. 7703 Industrial Lane, Tampa, Florida 33637-6775 Attn: Chris Rustman, President 813-980-0174 crustman@fts4buses.com
Thomas Built Buses, Inc. High Point, North Carolina	Matthews Bus Alliance, Inc. 4802 West Colonial Drive, Orlando, Florida 32808 Attn: Glenn Matthews, President 800-330-1175 gmatthews@matthewsbusesflorida.com



4802 WEST COLONIAL DRIVE • ORLANDO, FL 32808 • (800) 330-1175

1/10/2020

Dear Customer,

Thank you for choosing Matthews! We really appreciate your business. For your convenience, we are providing you with a quote for the units you have requested. If you wish to send this quote with your Purchase Order to the State (not this letter), please reference "see attached for details." Also please be sure to list our vendor name as "Matthews Bus Alliance, Inc."

Per ITB 2020-16 DOE requirements, if you intend to purchase an item which is not in the Pricing and Ordering Guide as part of our bid, (i.e. parts or service), you must do so separately thru the appropriate department at Matthews Bus Alliance.

Thank you again, and we very much look forward to doing business with you!

Sincerely,

Pete Fenderson

Account Manager

The Matthews Bus Alliance, Inc. Team

Phone: 800-330-1175

Fax: 407-374-1797

•• WWW.MATTHEWSBUSESFLORIDA.COM ••

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9e

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Disposal of Gretna Elementary School Property

DIVISION: Administration

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

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

Board Approval is requested for disposal of Gretna Elementary School Property.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Elijah Key 

POSITION: Superintendent

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 _____

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10a

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Approval of job description

DIVISION:

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

PURPOSE AND SUMMARY OF ITEM:

Approval of a job description is requested.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Elijah Key

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: _____

SCHOOL DISTRICT OF GADSDEN COUNTY

JOB DESCRIPTION

PROVISIONAL INSTRUCTOR

QUALIFICATIONS

- (1) Bachelor's Degree from an accredited college or university

PROFESSIONAL RESPONSIBILITIES

- (1) After hired the Instructor must enroll in the Professional Development Certification Program (PDCP) assisted by Professional Learning Department
- (2) Make regular progress toward completing a Professional Certificate
- (3) Progress will be monitored yearly, over a three year period, during which The Provisional Instructor must obtain a Professional Florida Teaching Certificate to continue working in the district

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of child development and especially of characteristics of children in the age group assigned. Knowledge of the prescribed curriculum. Knowledge of current educational research. Basic understanding and knowledge of use of current technology. Knowledge of learning styles and skill in using varied teaching methods to address student learning styles. Skill in oral and written communication with students, parents, and others. Ability to plan and implement activities for maximum effectiveness. Ability to effectively assess levels of student achievement, analyze test results, and prescribe actions for improvement. Ability to maintain appropriate student supervision so that students have a safe and orderly environment in which to learn. Ability to work effectively with peers, administrators and others.

REPORTS TO:

Principal

JOB GOAL

To provide an educational atmosphere in which students will move toward the fulfillment of their potential for intellectual, emotional, physical, and psychological growth and maturation in accordance with District philosophy, goals, and objectives.

SUPERVISES:

N/A

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's compensation plan.

PROVISIONAL INSTRUCTOR (Continued page 2)

Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

PERFORMANCE RESPONSIBILITIES:

Planning / Preparation

- * (1) Create or select long-range plans based on a review of District and state curriculum priorities, student profiles, and instructional profiles.
- * (2) Define goals and objectives for unit and daily plans.
- * (3) Sequence content and activities appropriately.
- * (4) Identify specific intended learning outcomes that are challenging, meaningful, and measurable.
- * (5) Revise plans based on student needs.
- * (6) Plan and prepare a variety of learning activities considering individual student's culture, learning styles, special needs, and socio-economic background.
- * (7) Develop or select instructional activities which foster active involvement of students in the learning process.
- * (8) Plan and prepare lessons and instructional strategies which support the school improvement plan and the District mission.
- * (9) Select, develop, modify, and / or adapt materials and resources which support learning objectives and address students' varying learning styles, backgrounds, and special needs.

Administrative / Management

- * (10) Establish and maintain effective and efficient record keeping procedures.
- * (11) Manage time effectively.
- * (12) Develop routines and efficient techniques for minimizing time required for administrative and organizational activities.
- * (13) Manage materials and equipment effectively.
- * (14) Organize materials for efficient distribution and collection.
- * (15) Instruct and supervise the work of volunteers and aides when assigned.
- * (16) Assist in enforcement of school rules, administrative regulations, and School Board policies.
- * (17) Use technology resources effectively.
- * (18) Establish and maintain a positive, organized, and safe learning environment.
- * (19) Maintain a clean, attractive learning environment.
- * (20) Establish and use behavior management techniques which are appropriate and effective.
- * (21) Establish routines and procedures and work with students on consistently following them.
- * (22) Create a learning climate that is challenging yet non-threatening.
- * (23) Maintain instructional momentum with smooth and efficient transitions from one activity to another.

PROVISIONAL INSTRUCTOR (Continued page 3)

Assessment / Evaluation

- *(24) Develop and use assessment strategies (traditional and alternative) to assist the continuous development of learners.
- *(25) Interpret and use data (including but not limited to standardized and other test results) for diagnosis, instructional planning, and program evaluation.
- *(26) Use ongoing assessment to monitor student progress, verify that learning is occurring, and adjust curriculum and instruction.
- *(27) Provide feedback to students about the appropriateness of responses and quality of work with a focus on improving student performance.
- *(28) Communicate, in understandable terms, individual student progress knowledgeably and responsibly to the student, parents, and professional colleagues who need access to the information.
- *(29) Encourage self-assessment by students and assist them in developing plans for improving their performance.
- *(30) Administer standardized tests in accordance with directions provided, including proctoring and secure handling of materials.
- *(31) Evaluate the effectiveness of instructional units and teaching strategies.

Intervention / Direct Services

- *(32) Demonstrate knowledge and understanding of curriculum content.
- *(33) Communicate high expectations for learning for all students.
- *(34) Apply principles of learning and effective teaching in instructional delivery.
- *(35) Monitor learning activities, providing feedback and reinforcement to students.
- *(36) Use a variety of instructional strategies appropriate for teaching students from diverse backgrounds with different learning styles and special needs.
- *(37) Use appropriate techniques and strategies to enhance the application of critical, creative, and evaluative thinking capabilities of students.
- *(38) Use appropriate materials, technology, and resources to help meet learning needs of all students.
- *(39) Assist students in accessing, interpreting, and evaluating information from multiple sources.
- *(40) Provide appropriate instruction and modifications for students with special needs, including exceptional education students and students who have limited proficiency in English.
- *(41) Provide quality work for students which is focused on meaningful, relevant, and engaging learning experiences.
- *(42) Provide instruction on safety procedures and proper handling of materials and equipment.
- *(43) Foster student responsibility, appropriate social behavior, integrity, valuing of cultural diversity, and respect for self and others, by role modeling and learning activities.
- *(44) Recognize overt indicators of student distress or abuse and take appropriate intervention, referral, or reporting actions.

Collaboration

- *(45) Communicate effectively, orally and in writing, with other professionals, students, parents, and community.
- *(46) Collaborate with students, parents, school staff, and other appropriate persons to assist in meeting student needs.
- *(47) Provide accurate and timely information to parents and students about academic and behavioral performance of students.

PROVISIONAL INSTRUCTOR (Continued page 4)

- *(48) Work with other teachers in curriculum development, special activities, and sharing ideas and resources.

Staff Development

- *(49) Engage in continuing improvement of professional knowledge and skills.
- *(50) Assist others in acquiring knowledge and understanding of particular area of responsibility.
- *(51) Keep abreast of developments in instructional methodology, learning theory, curriculum trends, and content.
- *(52) Establish and implement an Individual Professional Development Plan.

Professional Responsibilities

- *(53) Model professional and ethical conduct and adhere at all times to the Code of Ethics and Principles of Professional Conduct.
- *(54) Perform all professional responsibilities.
- *(55) Prepare required reports and maintain all appropriate records.
- *(56) Maintain confidentiality of student and other professional information.
- *(57) Comply with policies, procedures, and programs.
- *(58) Exercise appropriate professional judgment.
- *(59) Support school improvement initiatives by active participation in school activities, services, and programs.
- (60) Perform other duties as assigned.

Student Growth / Achievement

- *(61) Provide a positive environment in which students are encouraged to be actively engaged in the learning process.
- *(62) Maintain academic focus by using a variety of motivational techniques.

***Essential Performance Responsibilities**

CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

SCHOOL BOARD ADOPTED PLANS

2.25+

The School Board has plans, manuals, handbooks and codes which outline procedures to be followed relative to stated topics. The plans, manuals, handbooks and codes listed below may be adopted by reference as part of these rules when required by other Board rules, Florida Statutes, or other controlling requirements.

Administrative Services

District Emergency Plan

District Five-year Work Plan

District Master In-Service Plan

District Procedures Manual

District Safety Plan

General Outline of Revenue and Meal Accountability Procedure

Human Resources Management and Development (HRMD) Plan

Position Descriptions

Project Priority List

School Plant Survey

Transportation Procedures Manual

Instructional Services

After School Child Care Program Manual

Code of Student Conduct

District Testing Procedures Manual

Instructional Materials Manual
Instructional Technology Plan
Limited-English Proficient LEP Plan
Manual for Admissions and Placement for ESE Programs
Student Progression Plan
School Handbooks
School Health Procedures Manual
School Improvement Plans
Special Programs and Procedures Manual
Student Education Records Manual
Student Performance Standards
Student Performance Standards of Excellence
Student Report Cards
Student Services Plan
Truancy Plan

STATUTORY AUTHORITY: **1001.41, 1001.42, F. S.**

LAWS IMPLEMENTED: **1001.41, 1001.43, F.S.**

HISTORY: **ADOPTED:
REVISION DATE(S):
FORMERLY: 8.220; 8.301; 8.302**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 10b

DATE OF SCHOOL BOARD MEETING: May 25, 2021

TITLE OF AGENDA ITEM: Request to Advertise Notice of Intent to Amend/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 Amend/Adopt Policies.

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Dr. Sylvia R. Jackson 

POSITION: Area Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered

CHAIRMAN'S SIGNATURE: page(s) numbered

REVIEWED BY:

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

DATE OF THIS NOTICE: May 25, 2021

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

PURPOSE AND EFFECT: The purpose and effect of this policy amendment 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 amend/adopt 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, July 27, 2021

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: **Dr. Sylvia R. Jackson**
Area Director

NAME OF THE PERSON WHO APPROVED THIS RULE: **Elijah Key**
Superintendent of Schools

DATE OF SUCH APPROVAL: May 25, 2021

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.

Elijah Key, Superintendent of Schools
For Gadsden County, Florida, and Secretary and
Chief Executive Officer of the School Board of
Gadsden County, Florida.

CHAPTER 7.00 – BUSINESS SERVICES

WORKERS COMPENSATION RETURN-TO-WORK PROGRAM

#6.918

In order to provide employees the opportunity to return to work as soon as possible after being injured while at work, and at the same time reducing the District's liability for workers compensation costs, it is the policy of the Gadsden County School Board to provide a formal Return-To-Work Program.

1. While injured employees may return to work only in accordance with direction from their authorized medical provider, it is the policy of the Gadsden County School Board to accommodate these employees by modifying the work requirements of their position or to temporarily place them in another appropriate position as necessary. In this way, they are provided the opportunity to work at their normal rate of pay during the time of their recovery.
2. These accommodations are to be temporary and only for a reasonable length of time, which will be limited to a maximum of 60 days.
3. The accommodations must be in accordance with restrictions provided by the authorized medical provider.
4. The employee will not be required to participate in the program; however, in such cases the employee's benefits will be limited under Workers Compensation Laws.
5. The superintendent shall develop procedures for the implementation of this policy.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1012.23, F. S.

LAWS IMPLEMENTED: 1012.22, 1012.23, 1012.27, F. S.

HISTORY: _____ **ADOPTED:**
_____ **REVISION DATE(S):**
_____ **FORMERLY: NEW**

CHAPTER 8.00 - AUXILIARY SERVICES

SCHOOL CONSTRUCTION BID PROCESS

8.50*

- I. All applicable laws and School Board policies shall be observed in all construction bid procedures. All construction or capital improvement bids shall be accompanied by evidence that the bidder holds an appropriate certificate or license or that the prime contractor has a current valid license.
 - A. Prequalification of Contractors. The Board shall prequalify contractors on an annual basis or for a specific project. This section is applicable to bids, construction management, design build, and any other construction services application.
 - B. Selection Process. Those contractors desiring to bid on Board projects must be prequalified. The Board may reject any application that contains inaccurate information.
 - C. Application. Each contractor, firm or person requesting pre-qualification shall submit an application. The application shall include the following:
 1. Detailed information setting forth the applicant's competence, past performance, experience, financial resources, and capability, including a Public Entity Crime statement and references.
 2. Audited financial information current within the past 12 months, such as a balance sheet and statement of operations, and bonding capacity. The requirement for financial information may be satisfied by the contractor providing written verification of the contractor's bonding capacity.
 3. General information about the contractor company, its principals, and its history, including state and date of incorporation, regardless of whether the contractor is resident or non-resident of the geographic area served by the Board.
 4. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - a. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

CHAPTER 8.00 - AUXILIARY SERVICES

- c. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - d. Failure to comply with this provision is a material breach of an Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
5. Contractor trade categories and information regarding the state and local licenses and license numbers held by the applicant.
 6. A list of projects completed within the last five (5) years, including dates, client approximate dollar value, size and reference name for each project.
 7. Certificates of insurance confirming current workers' compensation, public liability and property damage insurance as required by law.
 8. A list of all pending litigation and all litigation within the past five (5) years, including an explanation of each. Litigation initiated by the contractor to protect the contractor's legal rights shall not be used as a basis for rejecting prequalification.
 9. The completed application and financial information shall be attested to and signed by an authorized officer of the company, the owner, or sole proprietor, as appropriate, and the signature shall be notarized.
- II. **Alternative Construction Methods.** The Facilities Department will consider the following factors when determining which construction method (traditional bid; design-build; construction management or negotiated contract) will be used for each project: scope of work of the project, complexity of the task, the schedule for construction, availability of skilled personnel in the local marketplace and past experience on other projects.
- III. **Advertising, Bidding and Awarding Contracts.** Construction projects shall be advertised in a local newspaper within general circulation throughout the District for a minimum of once a week for three (3) consecutive weeks. The last notice shall appear at least seven (7) days prior to the date set for bid opening. Projects estimated to cost less than \$300,000 shall be advertised for a minimum of one week. All applicable Florida Statutes, State Board of Education rules, and School Board rules shall be observed in school construction bid procedures.
- IV. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education rules and contains the information needed by the prospective bidders to include the following
- A. Project name and location;

CHAPTER 8.00 - AUXILIARY SERVICES

- B. Brief statement describing the work
 - C. From whom and when contract documents are available, including deposit or charge;
 - D. Date, time and place relating to submitting of bids;
 - E. Pre-qualifications of bidder;
 - F. Procedures for presenting bids;
 - G. Conditions and terms for receiving bids;
 - H. Procedures to be followed in opening and presenting bids to the School Board; and,
 - I. Conditions for awarding contracts based on bids.
- V. In addition to the publishing of the advertisement for bids, the bid documents shall be sent to at least three (3) prospective bidders. The advertisement or specifications shall not specify the use of materials or systems by a sole source.
- VI. Construction Bids. General conditions are all costs incidental to but are not incorporated into the project after it is completed. General conditions and the project contingency will be negotiated. General conditions include (but are not limited to) the following:
- A. Utilities including water, electric, phone, internet service, restrooms and septic services if required. Contractor is responsible for utilities until the District accepts the project as substantially complete or at the option of the Board, upon Final Completion.
 - B. Office Space which includes all costs related to rental and setup of those spaces.
 - C. Temporary Fencing and site security. The contractor has total control and is responsible for all liabilities on the Construction Site.
 - D. Equipment rental or purchase of equipment such as computers and copy machines.
 - E. Vehicles for mobility at the site such as golf carts. IF the contractor plans to rent company owned equipment to the project documentation shall be provided that the charges will not exceed rental cost. Cost to include fuel, repairs and maintenance. Rental should be consistent with industry standard.
 - F. Waste, trash, debris and disposal costs.
 - G. Erosion and dust control
 - H. Mobilization and demobilization.
 - I. Drinking water
 - J. Salaries of contractor staff working onsite. Contractor staff stationed at the home office and are related to the firms general operations should not be included.
 - K. Mileage reimbursement for travel to and from an employee's home is not reimbursable.
 - L. Safety and first aid cost.

CHAPTER 8.00 - AUXILIARY SERVICES

- M. Tools may be included. (Any tools or equipment paid for by the District will remain the property of the District).
- VII. Bid bonds shall be required on new construction and any renovations or remodeling exceeding twenty-five thousand dollars (\$25,000.00).
- VIII. These provisions shall be followed for construction bids
- A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.
 - B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the purchasing office.
 - C. All bids shall be opened, read aloud, and recorded in the presence of all persons.
 - D. Each bid shall be accompanied by a bid bond, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.
 - E. The Board will consider all bids received and within the time limit stated in the advertisement for bids will either reject all bids or award the contract to the lowest and best bid with preference to materials, contracts, builders, architects, and laborers who reside within the county and state, whenever such materials can be purchased at no greater expense.
 - F. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the ~~ten~~ five percent (~~10%~~) (5%) hold-back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.

CHAPTER 8.00 - AUXILIARY SERVICES

- IX. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School Board, after consideration of all available alternative materials and systems, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.
- X. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.

STATUTORY AUTHORITY:

1001.42, F.S.

LAW(S) IMPLEMENTED:

218.735, 255.04, 255.078, 287.055, 287.057, 288.061, 448.095, 1001.43, 1013.46 - .48, F.S.

HISTORY:

ADOPTED: _____
REVISION DATE(S): _____
FORMERLY: _____