

AGENDA

SPECIAL BOARD MEETING

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

July 13, 2010

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

ITEMS FOR CONSENT

2. AGREEMENTS/CONTRACTS

- a. District Participation in the Panhandle Area Educational Consortium  
**SEE PAGE #3**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- b. PAEC Professional Development Center (PAEC/PDC) – **SEE PAGE #11**

Fund Source: General Fund

Amount: \$7,931.14

ACTION REQUESTED: The Superintendent recommends approval.

- c. Gateway Educational Computing Consultants Project Contract for  
2010– 2011 – **SEE PAGE #14**

Fund Source: General Fund

Amount: \$21,131.86

ACTION REQUESTED: The Superintendent recommends approval.

- d. Funds Transfer Agreement with Capital City Bank – **SEE PAGE #18**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

- e. Health Insurance Contracts for 2010 – 2011 – **SEE PAGE #29**

Fund Source: All Funds with Payroll

Amount: 6.3% Increase in Board Costs

ACTION REQUESTED: The Superintendent recommends approval.

#### ITEMS FOR DISCUSSION

- 3. DISTRICT'S BUDGET – **SEE PAGE #34**
- 4. ITEMS BY THE SUPERINTENDENT
- 5. SCHOOL BOARD REQUESTS AND CONCERNS
- 6. ADJOURNMENT

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 2a

**DATE OF SCHOOL BOARD MEETING:** July 13, 2010

**TITLE OF AGENDA ITEMS:** District Participation in the Panhandle Area Educational Consortium

**DIVISION:** All Departments

**PURPOSE AND SUMMARY OF ITEMS:**

Board approval is requested for the annual renewal of the agreement to participate in the Panhandle Area Educational Consortium for the Fiscal Year 2010-2011.

**FUND SOURCE:** Not Applicable

**AMOUNT:** Not Applicable

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services



RESOLUTION NO. \_\_\_\_\_

**DISTRICT PARTICIPATION IN THE PANHANDLE AREA EDUCATIONAL CONSORTIUM**

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD, IN A REGULAR SESSION ON \_\_\_\_\_, 2010, AS FOLLOWS:**

- I. **SPECIFIC DISTRICT NEEDS.** That specific needs identified by the District School Board can be better met through cooperative programs/services undertaken with other participating school boards. Such needs include:
  - A. Educational/instructional needs of specific student populations.
  - B. Professional development often mandated by law, for both instructional and non-instructional personnel.

- C. Supplementary contracted services to compensate for limited staff, staff time, or expertise in federal and state mandated programs.
- D. Student evaluation services.
- E. Reduction in overhead costs of administration and conducting specific programs/activities through pooling of resources.
- F. Financial advantages of cooperatively bidding and/or purchasing: materials, supplies, equipment, services, and programs that afford district protection.

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

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

Each school district shall have the option of participating in any or all of the above services or programs through individual agreements with the Consortium. The PAEC Risk Management Consortium and the PAEC Gateway Educational Computing Consultants Project were joined together through the Board of Directors' action to function as a supporting unit to PAEC.

**III. METHOD(S) OF EVALUATION.** That the District School Board will, at least annually, evaluate the results of services provided through the PAEC as follows:

A. For services rendered without direct assessment to the district, such as participation in various projects funded by the state or federal government, the superintendent will review with the school board the results in terms of the following criteria:

1. Quality of service.
2. Correspondence to district's instructional professional development.
3. Benefits derived by the district.

B. For contracted services, the school board will review each contract in terms of the following criteria:

1. Fulfillment of obligations itemized in the contract.
2. Quality of service provided, including professionalism of personnel involved.
3. Cost efficiency.
4. Benefits derived by the district.

C. For professional development provided, the school board will review:

1. The compiled evaluation of data from participating district personnel to determine efficacy and quality.
2. Cost efficiency.
3. Correspondence of professional development to district needs.

D. For cooperative programs/activities involving pooling of districts' resources, the school board will review in terms of the following criteria:

1. Amount and quality of services received by the district.
2. Cost efficiency of pooling.
3. Correspondence of program/activity to district needs.

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

**V. PENALTIES AND SEVERABILITY.**

A. Should the District of Record, currently WCSB, in its capacity as fiscal agent for PAEC, be assessed a penalty or fine (including reimbursement of grant funds) by any governmental agency or authority arising out of and based on improper administration of a grant by PAEC, then the member districts would share responsibility for satisfaction of the penalty or fine

based on the following:

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

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

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

- A. The Board of Directors has designated the WCSB to serve as the District of Record for contractual and reporting purposes for the Consortium. Said Board will:
  - 1. Serve as employer for all Consortium staff, establishing policies in collaboration with the Board of Directors by which all personnel so employed will be governed. The District of Record assumes no liability for continued employment of Consortium staff in the event of loss of funds, discontinuation of project services or a reduction in force by Consortium Board of Directors. Additionally, the provisions of Section V (Penalties and Severability) shall apply to the extent that the District of Record (currently WCSB) were to be found liable and required by an administrative agency or court of competent jurisdiction to make a payment for unpaid wages or other losses to an employee of PAEC as a result of an employment action taken by PAEC so that any such liability shall be shared by the members of PAEC. The provisions of Section V shall only apply, however, in the event the order is not reversed or vacated on appeal. Additionally, nothing herein shall be construed or intended by any member or PAEC to serve as a waiver of any immunity of any kind. This provision shall not apply in the event it were deemed to be any such waiver of any type of immunity from

liability. Moreover, it is understood and agreed by all members of PAEC that the foregoing provisions of Section V shall not alter the waiver of sovereign immunity or extend the respective member's liability as set forth in Section 768.28, Florida Statutes.

2. Serve as title holder for building complex on 753 West Boulevard, Chipley for PAEC and its member districts according to "Annual Fiscal Agent Agreement Section B. Equitable Ownership of Building Complex at 753 West Boulevard".
  3. Serve as District of Record for the Consortium, with mutually agreed upon compensation for services. These services will include, but not be limited to:
    - a. Monthly financial report to Member districts.
    - b. Separate report on the financial status of the Consortium in the annual financial report of the district to the Commissioner.
  4. Per Florida Statutes and Florida Administrative Code, approve all programs, projects, contracts, bids and procedures for operation of the Consortium as part of the District of Record's consent agenda. If an action is not approved, written explanation of just cause shall be provided to the PAEC Board of Directors within fourteen (14) days of the District of Record's decision.
- B. The Board of Directors for the Consortium shall be composed of the Superintendents of all Member Districts. The Directors will:
1. Determine all policies for operation of the Consortium.
  2. Determine programs, products, contracted services, and charges for services rendered by the Consortium.
  3. Determine Consortium salary schedule and compensation plan.
  4. Recommend establishment of positions and individuals for appointment to the District of Record.

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

C. An Executive Director, recommended by the Board of Directors and approved by the school board of the District of Record, will manage the operation of the Consortium. Said Executive Director will:

1. Be responsible for compliance of Consortium operation with all Consortium policies, applicable State Laws, and State Board of Education Regulations.
2. Keep the Board of Directors and District of Record apprised of all Consortium activities.

**VII. TERMS OF AGREEMENT.** The term of this Agreement shall commence and be deemed in full force and effective as of July 1, 2010. The terms of this Agreement shall be one (1) fiscal year with an annual renewal option.

This Agreement among the Member Districts of the Consortium, as set forth in this resolution, will be in operation and effect from July 1, 2010, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium, shall be binding for one (1) fiscal year from said date of July 1, 2010.

**PASSED AND ADOPTED** this \_\_\_\_\_ date of \_\_\_\_\_, 2010.

The District School Board of Gadsden County, Florida

By: \_\_\_\_\_  
Isaac Simmons, Jr., Board Chairman

ATTEST: By: \_\_\_\_\_  
Reginald James, Superintendent of Schools

PAEC

ATTEST: By: \_\_\_\_\_  
Patrick L. McDaniel, Executive Director

BOD date: June 10, 2010

WCSB date: June 28, 2010

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 2b

**DATE OF SCHOOL BOARD MEETING:** July 13, 2010

**TITLE OF AGENDA ITEMS:** PAEC Professional Development Center (PAEC/PDC)

**DIVISION:**

**PURPOSE AND SUMMARY OF ITEMS:**

Board approval is requested for the annual renewal of the contract for the PAEC Professional Development Center for the period July 1, 2010 to June 30, 2011.

**FUND SOURCE:** General Fund

**AMOUNT:** \$7,931.14

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services



**THE PAEC PROFESSIONAL DEVELOPMENT CENTER  
RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION**

A resolution of **THE DISTRICT SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, hereinafter referred to as District School Board, adopting an agreement made by and between **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, hereinafter referred to as the District of Record on behalf of **THE PANHANDLE AREA EDUCATIONAL CONSORTIUM (PAEC)** and **THE DISTRICT SCHOOL BOARD**, for the rendering of services and benefits described in this resolution.

**WHEREAS, THE DISTRICT SCHOOL BOARD**, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects when it is to the best interest of taxpayers and for the best interest of the educational system and the school children of the school district, and

**WHEREAS, THE DISTRICT SCHOOL BOARD** agrees to participate along with other member districts in the PAEC Professional Development Center (PAEC/PDC) and

**WHEREAS**, the PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Joint Professional Development Center/Curriculum Coordinator Advisory Council and approved by the PAEC Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD**, in a regular session on \_\_\_\_\_, as follows:

- I. SERVICES TO DISTRICTS.** The general services to be provided by PAEC/PDC are to:
- A. Design and submit a professional development system.
  - B. Coordinate multi-district inservice activities in collaboration with district staff.
  - C. Assist district or school staff with appropriate selection of presenters for professional development needs.
  - D. Provide continuous access to and reporting options from PAEC's FloridaLearns Academy *electronic* Professional Development Connections (ePDC), aiding in the planning, follow-up, and evaluation of professional development participation.
  - E. Provide annual update training for district administrators on the FloridaLearns Academy *electronic* Professional Development Connections (ePDC).
  - F. Coordinate completion of the 5 year Master Inservice Plan for Professional Development maximizing resources available to small and rural districts, with subsequent submission to the Florida Department of Education.
  - G. Coordinate completion of the Annual Professional Development Needs Assessments and renewal of Master In-service Plan by school board.
  - H. Coordinate update of the Professional Development System, building on DOE's recognition of the system's excellence as submitted in 2000.
  - I. Integrate a standard electronic Professional Development Plan with ePDC.
  - J. Provide a toll-free Technical Support Hotline.
  - K. Develop and renew add-on endorsement packages.
  - L. Provide pre-audit technical assistance in preparation for Florida's Professional Development System Evaluation Protocol site visits.
  - M. Provide other services approved by the PAEC Board of Directors through the District of Record.
- II. DISTRICT FINANCIAL PARTICIPATION.** The **DISTRICT SCHOOL BOARD** will pay for services received through participation in the PAEC/PDC as specified. The funding for the PAEC/PDC is based on FTE.
- \$1.35/FTE calculated on the FEFP Fourth Calculation from the previous year.

- Billing will occur in August of each fiscal year.

This contribution shall be the total obligation of each school district unless additional assessments are approved by the PAEC Joint Professional Development Center/Curriculum Coordinator Advisory Council and PAEC Board of Directors.

- III. TERMS OF AGREEMENT.** The term of this agreement with the PAEC/PDC shall commence as of July 1, 2010, and shall end on June 30, 2011 with annual renewal.
- IV. ADMINISTRATIVE/STAFFING.** The PAEC/PDC is administered through the PAEC Board of Directors and includes all benefits and obligations of the consortium. The PAEC/PDC staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The PAEC/PDC shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan and PAEC Overhead Funding Plan.

The PAEC Joint Professional Development Center/Curriculum Coordinator Advisory Council for the FloridaLearns Academy, approved by the PAEC Board of Directors, is comprised of the Professional Development Directors and Curriculum Coordinators from the PAEC/PDC member districts. Recommendations from this committee shall be presented by the PAEC Executive Director to the PAEC Board of Directors for official action.

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

For the above described services, **THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for **THE PAEC Professional Development Center**, the sum of \$7,931.14, payable upon completion of this resolution. This figure is based on the FEFP Fourth Calculation (5,874.92) from the previous year.

**APPROVED:**

\_\_\_\_\_  
 Dr. Sandra M. Cook, Superintendent  
 School Board of Washington County  
 District of Record

\_\_\_\_\_  
 Isaac Simmons, Jr., Chairman  
 School Board of Gadsden County

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Patrick L. McDaniel, Executive Director  
 Panhandle Area Educational Consortium

\_\_\_\_\_  
 Reginald James, Superintendent  
 School Board of Gadsden County

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

BOD Date: June 10, 2010  
 WCSB Date: June 28, 2010

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 2c

**DATE OF SCHOOL BOARD MEETING:** July 13, 2010

**TITLE OF AGENDA ITEMS:** Gateway Educational Computing Consultants Project Contract for 2010-2011

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

Board approval is requested for the annual renewal of the contract for the PAEC Gateway Educational Computing Consultants Project. This contract through PAEC provides for the software implementation for personnel, payroll, accounts payable, and finance.

**FUND SOURCE:** General Fund

**AMOUNT:** \$21,131.86

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services



## GATEWAY/PAEC

### THE GATEWAY EDUCATIONAL COMPUTING CONSULTANTS PROJECT RESOLUTION AND CONTRACT FOR DISTRICT PARTICIPATION

A resolution of **THE DISTRICT SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, hereinafter referred to as District School Board, adopting an agreement made by and between **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, fiscal agent for **THE PANHANDLE AREA EDUCATIONAL CONSORTIUM (PAEC)** and **THE DISTRICT SCHOOL BOARD**, for the rendering of services and benefits described in this resolution.

**WHEREAS, THE DISTRICT SCHOOL BOARD**, has the power and the duty among other responsibilities to cooperate with other agencies in joint projects when it is to the best interest of taxpayers and for the best interest of the educational system and the school children of the school district, and

**WHEREAS**, the following PAEC member and participating districts Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Nassau, Suwannee, Taylor, Wakulla, Walton, Washington counties hereby agree to participate in the Gateway Educational Computing Consultants Project, and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD**, in a regular session on \_\_\_\_\_, 2010, as follows:

- I. **SERVICES TO DISTRICTS.** The general services to be provided by Gateway are:
  - A. Contracting for software updates, maintenance, and technical assistance.
  - B. Application of software updates implemented at Northwest Regional Data Center.
  - C. Training of district personnel with regard to:
    1. Initial and continuing implementation of system
    2. Operational changes required by software updates
    3. Operational changes per requirements of the Florida Department of Education.

- D. On-site and telephone consultation to provide technical assistance and problem correction.
- E. Technical assistance in the maintenance of disk and tape files to provide long-term records
- F. Technical assistance in the operation of data processing equipment necessary to operate the system.
- G. Maintenance of disk packs required for software libraries and online user files.
- H. Technical assistance in providing required automated data tapes to DOE.
- I. Maintenance of system job control language (JCL) required for the execution of software and changes necessary to the execution of district or institution level jobs within the application of the system.
- J. Technical assistance in support of district processes at outside organizations and/or companies where the data being used originates from within the Gateway system. In order to provide this assistance, the districts authorize Gateway to have access to the data stored on such outside systems.
- K. Other services recommended by the extended PAEC Board of Directors for the Gateway Educational Computing Consultants Project and approved by the fiscal agent.

**II. DISTRICT FINANCIAL PARTICIPATION.** The **DISTRICT SCHOOL BOARD**, will pay for services received through participation in the Gateway Project. All assessments will be based on actual costs incurred, prorated among participating school districts on the base plus unweighted FTE basis. This contribution shall be the total obligation of each school district unless additional assessments are required by PAEC Extended Board of Directors' action.

**III. TERMS OF AGREEMENT.** The term of this agreement with the Gateway/PAEC Project shall commence as of July 1, 2010, and shall end on June 30, 2011. Each school district entering into the Gateway/PAEC Project shall do so effective July 1, 2010 unless specified to the contrary.

**IV. ADMINISTRATIVE/STAFFING.** The Gateway/PAEC Project is administered under the PAEC Board of Directors extended to include the superintendents from non-PAEC districts participating in the Gateway Project, with each participating district having one (1) vote. Five (5) voting members present will constitute a quorum. Washington County School Board shall serve as Fiscal Agent and District of Record. The Gateway staff will be under the supervision of the PAEC Executive Director and function as a part of the consortium staff. The Gateway PAEC Project shall contribute its pro rata share of the PAEC/Fiscal Agent Annual Agreement, Annual Employee Termination Benefits Plan and PAEC Overhead Funding Plan.

Each district superintendent shall appoint a representative to serve on the Advisory Committee. This committee shall assist the Executive Director in the overall management of the project. Recommendations from this committee shall be presented to the PAEC Extended Board for official action.

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

For the above described services, **THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA**, agrees to pay **THE SCHOOL BOARD OF WASHINGTON COUNTY, FLORIDA**, Fiscal Agent and District of Record for **THE GATEWAY EDUCATIONAL COMPUTING CONSORTIUM PROJECT**, the sum of \$21,131.86, payable upon completion of this resolution.

**APPROVED:**

\_\_\_\_\_  
Dr. Sandra M. Cook, Superintendent  
School Board of Washington County

\_\_\_\_\_  
Isaac Simmons, Jr., Board Chairman  
School Board of Gadsden County

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

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

\_\_\_\_\_  
Patrick L. McDaniel, Executive Director  
Panhandle Area Educational Consortium

\_\_\_\_\_  
Reginald James, Superintendent  
School Board of Gadsden County

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

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

BOD date: June 10, 2010  
WCSB date: June 28, 2010

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 2d

**DATE OF SCHOOL BOARD MEETING:** July 13, 2010

**TITLE OF AGENDA ITEMS:** Funds Transfer Agreement with Capital City Bank

**DIVISION:** Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

Each year Capital City Bank requests customers to update the client and account information for funds transfer authorization.

Board approval is requested for the attached Funds Transfer Agreement with Capital City Bank for Fiscal Year 2010-2011.

**FUND SOURCE:** Not Applicable

**AMOUNT:** Not Applicable

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services

## CAPITAL CITY BANK

### FUNDS TRANSFER AGREEMENT AND AUTHORIZATION

This Agreement is made this the 13 day of July, 2010 between The School Board of Gadsden County, ("Client") with a physical address of 35 M.L. King, Jr. Blvd. Quincy and Capital City Bank ("Bank").

1. Authorization for Funds Transfers. Upon the instructions of Client or an Authorized Agent (as defined in paragraph 2 below) of Client and upon the terms and conditions contained herein, Bank is authorized and directed to transfer funds and execute "payment orders," (as defined in section 670.103, Florida Statutes as amended) by wire, book entry or other means (hereinafter "payment order" or "transfer") from any demand deposit account, savings account, or other account of Client now or hereafter maintained with Bank to any account of Client or any third party designated by an Authorized Agent, whether such account be maintained at Bank or any other financial institution. Client's name, address, telephone number and current account numbers are listed on attached Exhibit "A."

2. Authorized Agents and Reliance on Same. Bank is authorized to make such transfers upon its receipt of instructions, written or oral (including telephonic, facsimile, wire, electronic transmission, mail, or hand delivery) of any of the named officers or agents of Client or its delegated agents as listed in attached Exhibit "A." Authority to make the transfer and to issue other directions and instructions shall be conclusively presumed if the person making the request uses the confidential code number(s) (paragraph 9 below) assigned to Client. Each named officer, agent or delegated agent of Client is referred to herein, either singularly or collectively, as "Authorized Agent." Bank is also authorized to act upon such other directions and instructions relating to transfers, including the cancellation or termination of prior instructions for such transfer, as may be provided to Bank from time to time by an Authorized Agent. Except as otherwise expressly provided in this Agreement, Bank shall not be required to act upon any notice or instruction received from Client or any other person, or to provide any notice or advice to Client or any other person with respect to any matter. Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Agent, and any such communication shall be deemed to have been signed by such person. Client may add or delete any Authorized Agent by written notice to Bank signed by at least two Authorized Agents other than that being added or deleted. One of the signers must be the person authorized to sign this Agreement. Such notice shall be effective on the second business day following the day of Bank's receipt thereof.

3. Time of Receipt of Payment Orders. Bank may treat any payment order or transfer received after 2:00 p.m. (Eastern Standard Time) on a funds-transfer business day as if it were received by that hour or may treat it as if it were received at the opening of the next funds-transfer business day.

4. Rejection of Payment Orders. If Bank rejects or fails to execute a transfer of Client, then no later than 5:30 p.m. on the execution date of the transfer, Bank shall notify Client of its rejection. If Client has paid for a transfer that Bank has rejected or failed to execute, Bank will reimburse Client for those funds and pay compensation for use of those funds as set forth in paragraph 17.

5. Notice of Returned Transfers. Bank shall notify Client of a returned entry no later than 5:30 p.m. (Eastern Standard Time) on the banking day received. Bank shall have no

obligation to retransmit a returned entry if Bank complied with the terms of this Agreement with respect to the original entry.

6. Hold on Incoming Funds. Client agrees that Bank may hold incoming wire transfer funds until the business day after the banking day on which Bank received the funds.

7. Inconsistent Identification of Beneficiary. Client is notified that: (a) if Client's payment order in a funds transfer completed by acceptance by the beneficiary's bank, identifies the beneficiary by both a name and an identifying number or bank account number, and the name and number identify different persons, then execution of the transfer, payment to the beneficiary, or cancellation of the transfer may be made solely on the basis of the number; and (b) If a payment order or transfer of Client identifies any bank by both a name and an identifying number, and the number identifies a person different from the bank identified by name, any bank may rely solely on the identifying number.

8. Security Procedures. Client will comply with wire transfer security procedures provided by Bank from time to time. Bank may change these procedures upon notice to Client. Any security procedures for the detection of errors by Client relating to identification of beneficiary, amount of payment order, or duplicate payment order are for the convenience of Client. Bank has no duty to discover or report Client's errors, and has no responsibility for any failure of the security procedures to detect these errors. Client agrees that it will prevent the disclosure, both within and outside of its organization except on a "need to know" basis, of any of Bank's procedures relating to wire transfers.

9. Confidential Code Numbers. Bank will assign to Client a confidential code number for its identification, in making transfers. Requests for funds transfer will not be honored without reference, to the proper code number and Client is responsible for maintaining the confidentiality of its assigned code number. Client will promptly report to Bank's Money Transfer Department any lost or misplaced codes or changes in personnel with access to the code. Bank shall not be liable for any transfers made pursuant to a compromised code which has not been reported to Bank.

10. Cancellations by Client. Client shall have no right to cancel or revoke any transfer request after its receipt by Bank. Client agrees that if it attempts to revoke or cancel any instructions for a transfer or other related act, Client will indemnify and hold Bank harmless for all expenses, costs or other liability incurred by Bank including its reasonable attorneys' fees, as a consequence of any attempted or accomplished cancellation or revocation. Any instructions which are revoked or canceled must be timely given and must comply with Bank's security procedures. Bank makes no representation or warranty as to its ability to revoke or cancel a transfer once made. Bank shall have no liability if it fails to affect same, even if such failure is due to willful failure or gross negligence of Bank.

11. Sufficient Funds and Settlement; Bank Right of Hold and Setoff. Client will maintain an account with Bank at all times during the term of this Agreement. Client will maintain in the account, as of the applicable settlement date or transmission date, collected funds sufficient to cover all credit transfers initiated by it. Client authorizes Bank to debit its account at the time of the transfer in the amount of each transfer. In the event there are no sufficient available collected funds in the account to cover Client's obligations under this Agreement, Client agrees that Bank may, in its discretion, refuse to process any requested transfer, require Client to deposit additional funds before the transfers are processed, and/or debit or place a hold on funds in any other account maintained by Client with Bank or any Affiliate of Bank and that Bank may setoff against any amount it owes to Client, in order to obtain payment of Client's obligations under this Agreement. "Affiliate of Bank" means Capital City

Bank Group, Inc. and any member of its "Affiliated Group" as that term is defined in section 1504(a) of the Internal Revenue Code of 1986, as amended.

12. Debits and Overdrafts. Bank may debit any account of Client for any transfer executed by Bank pursuant to this Agreement, even if the debit creates or increases an overdraft in that account. In the event that an overdraft is created or increased, Client shall cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to that account by the close of that banking day. Any overdraft existing at the close of a banking day is immediately due and payable without notice or demand.

13. Chargeback. Client agrees that if, for any reason, Bank does not receive payment for funds transferred to any account or any funds are inadvertently credited to the undersigned's account pursuant to a wire transfer order, Bank may, at its option, chargeback the account of the undersigned and/or demand return of funds withdrawn from Client's account, up to the amount of the transfer order. Bank may, at its option, pursue any other available remedies without waiver of its right to charge back and/or demand return of withdrawn funds at any notice to Client of any charge backs. Bank shall not be liable for any damages resulting from charge back of any accounts so long as Bank took reasonable steps in good faith to promptly notify Client of the charge backs. Bank shall not be liable for any damages resulting from Client's return of withdrawn funds pursuant to a demand made reasonably in good faith by Bank. Bank and Client agree that the sending bank and any intermediaries are not intended to be third party beneficiaries of this Agreement.

14. Account Reconciliation; Duty to Report Discrepancies. Transfers debited or credited to Client's account maintained with Bank will be reflected on Client's periodic statement or individual confirmations issued by Bank with respect to the account. Not more than 14 days after receipt of notification of such periodic statement or confirmation, Client will cause it to be examined and will immediately notify Bank in writing of any discrepancy or error therein. Failure of Client to notify Bank in writing of any discrepancy within that time will relieve Bank of any interest liability with respect to the transfer. Failure of Client to notify Bank in writing of any discrepancies within 30 days of receipt of mailing or delivery of such periodic statements or confirmations shall preclude Client from asserting any discrepancy, error, or lack of authority against Bank, and shall relieve Bank of any liability for any transfers reflected in the statement or confirmation and for any future erroneous transfers that could have reasonably been avoided had Client notified Bank within said 30-day period.

15. Recording of Communications. Bank is authorized to electronically record telephone conversations, data transmissions, or any other communications between Bank and Client and their agents. The decision to record communications is totally in Bank's discretion. The undersigned consents to same and agrees to indemnify and hold harmless Bank against any liability Bank may incur as a result of such recording.

16. Fees, Compensation, Interest and Costs. Client agrees to pay all fees and charges which Bank may, from time to time, impose for transfers and related acts and further agrees to reimburse Bank for any expenses incurred by Bank to make or revoke any transfer or related act requested by Client. Bank may change its fees and charges from time to time upon notice to Client. Except as stated, each party shall bear its own costs and expenses in connection with the use or provision of the funds transfer services contemplated by this Agreement. In the event Client fails to pay any amount due under this Agreement including any overdraft or amounts required by paragraphs 11, 12 and 13, Client shall pay Bank interest at the Chase Manhattan Prime Rate per annum.

17. Rejected Orders. In the event Bank rejects or fails to execute a transfer without giving notice thereof as provided in paragraph 4, Bank shall compensate Client for the use of funds at the rate specified in subparagraph 19(e) if, on the execution date of the transfer, there was a sufficient, withdrawable credit balance in Client's account to pay for the transfer. Compensation shall be computed based on the number of days elapsing after the execution date to the earlier of 5 days or the day the customer receives notice or learns that the payment order was not executed, counting the final day of the period as an elapsed day. If the withdrawal credit balance during that period falls below the amount of the transfer order, the amount of interest will be reduced accordingly. Notwithstanding the foregoing, no compensation will be due under this section if the account is an interest-bearing account. No compensation will be due hereunder for any funds withdrawn from the account.

18. Warranties and Indemnification by Client. Client warrants to Bank all warranties Client is deemed by law to make with respect to transfers originated by Client. Without limiting the foregoing, Client further warrants and agrees that: (a) each transfer is authorized, accurate, timely; and all required payments are included; (b) the Client will comply with terms of the Florida Uniform Commercial Code ("UCC") Article 4A as amended, as applicable, as well as federal law and regulations (including applicable C.F.R. provisions), and shall otherwise perform its obligations under the law and this Agreement in accordance with all applicable laws and regulations. Client shall indemnify and hold Bank harmless from and against any loss, liability, damages, costs, and expenses (including attorneys' fees and expenses before and after trial, and any claims of third parties) arising from, out of, or in any manner related to any breach of any of the foregoing warranties or this Agreement, or any of the following: (i) transfers processed or related actions taken by Bank in accordance with the instructions provided by Client; (ii) any decision by Bank not to affect a transfer for any specified reason herein; (iii) a circumstance that would relieve Bank of liability to Client pursuant to any paragraphs of this Agreement; (iv) acts or omissions of Client's agents; (v) any claim by a third party alleging that a Client transfer order contravenes or compromises the rights, title, or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order, (and including any Client payment order or transfer to a prohibited country under any Foreign Assets Control Regulations or related laws, e.g., 31 C.F.R Parts 500 et seq.), or any other mandate or prohibition with the force or effect of law (a "Claim"), unless the Claim arises out of Bank's failure to act in good faith, or failure to act in accordance with Client's instructions given pursuant to this Agreement; or (vi) otherwise, so long as Bank acts in compliance with this Agreement.

19. Liability of Bank & Standard of Care.

(a) Generally. Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall not be liable, except as provided by applicable law for any error or delay so long as Bank has acted in accordance with the terms and conditions hereof. Bank shall not be liable for any decision to reject transfers or not to process transfers for any reasons provided herein, or if Client is in breach of any obligations hereunder, or if Bank reasonably believes there are or has actual notice of commencement of any proceeding by or against Client involving bankruptcy, reorganization, receivership, insolvency, or any other insolvency law or laws providing for the relief of debtors. To the extent provided for herein, Bank shall not be liable if Client fails to report any error or discrepancy reflected in a statement or confirmation (as provided in paragraph 14 above) or if Client fails to report a breach of confidentiality of security procedures. Bank shall not be liable to the extent Client receives the benefit of any entry, even if such entry is otherwise erroneous.

(b) No Agency. Bank shall not be responsible for acts or omissions of Client or its agents or of any third party, including, without limitation, any Federal Reserve Bank, courier service,

NACHA, any transmission or communications facility, or any other party involved with processing of any entry, and no such third party shall be deemed Bank's agent.

(c) Client's Agents. In the event Client authorizes any third party, such as an accounting service or payroll processing service, to perform obligations of or services to Client hereunder, Bank shall have no additional liability to Client occasioned by said agency so long as Bank acted in accordance with instructions hereunder. Client agrees to assume responsibility for any such errors or wrongdoing by such third party or any of its employees.

(d) Unauthorized Payment Orders. If a transfer in the name of Client accepted by Bank was not authorized by Client, the liability of the parties will be governed by the applicable provisions of UCC Article 4A as amended.

(e) Compensation and Limitation of Liability. Subject to the limitations herein, any damages or other compensation due Client resulting from Bank's performance hereunder, shall be limited to interest on the funds at issue at the "Federal Funds Rate" paid by Bank at the close of business on each day the error or delay remains uncorrected; provided, however, that if Bank is unable to recover funds as a result of Bank's negligence, Bank shall be liable for Client's actual loss, not to exceed the amount of funds that Bank is unable to recover, plus interest. *In no event shall Bank be liable to Client for indirect, consequential, special, punitive or exemplary damages, indirect loss or damages, lost profits, or the like, even if Bank has been advised of the possibility of such damages.*

(f) Required Notice. Bank will not be liable for any interest on the amount of any transfer or payment order that was not authorized or was erroneously executed unless Client notifies Bank in writing that the transfer or payment order was not authorized or properly executed within 14 calendar days following customer's receipt of notification either of the acceptance of the payment order or of the debiting of the payment order to a Client account.

(g) Standard of Care. With respect to the performance of services under this Agreement that are not covered by UCC Article 4A, the parties will be governed by a standard of ordinary care. Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with Bank's prescribed procedures and such procedures do not vary unreasonably from general banking uses and practices not disapproved by any provision of the UCC.

(h) Responsibility for the Detection of Errors. Bank is not responsible for detecting any error contained in any transfer or payment order sent by Client to Bank.

(i) Force Majeure. Bank shall not be responsible for any loss, damage, liability or damage arising, directly or indirectly, from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, accident, labor dispute, any inoperability or failure of communications or computer facilities, failure of any third party to provide any electronic or telecommunications service used in connection with the execution or cancellation of payment orders, or any other circumstances beyond the reasonable control of Bank. Client agrees to indemnify Bank and hold Bank harmless against all claims of Client or third parties arising out of or in any way relating to such failure to perform.

20. Verification. Bank, while not required to, shall be entitled, at its sole discretion, to seek verification or authentication of any transfers by contacting Client by telephone or by any other means deemed commercially reasonable by Bank, provided, however, that so long as Bank complies with its security procedures, Bank shall have no obligation to seek

verification or authentication. If Bank is unable to obtain verification or authentication sought by it, Bank may, in its sole discretion, either effect or refuse to effect the transfers.

21. Termination. This Agreement shall continue and remain in full force and effect until termination by either party. Client may terminate this Agreement by giving 10 days written notification to Bank of its intention to terminate and Bank has been afforded a reasonable opportunity to act on such notice. Bank may terminate this Agreement by giving 10 days prior written notice; provided, however, that Bank may terminate this Agreement immediately upon written notice to Client if Client fails to comply with its obligations hereunder, or if Bank reasonably believes there are or has actual notice of commencement of proceedings by or against Client involving bankruptcy, reorganization, receivership, insolvency, or any other insolvency law or laws providing for the relief of debtors. Termination of this Agreement shall in no way affect the obligations of a party hereto which were incurred prior to the termination.

22. Notices. Except as otherwise provided herein, all notices required or permitted to be given under this Agreement may be given by any commercially reasonable means including telephonic, facsimile, wire, electronic transmission, mail, or hand delivery). All notices shall be effective when received, except as may be otherwise provided in this Agreement or by applicable law. If a notice is not received because of the failure or disconnection of the addressed communication system, notice is effective at the time of transmission or dispatch. Each written notice given pursuant to this Agreement shall be hand delivered, or sent by First Class United States Mail, postage prepaid, or by express carrier, addressed to the address specified for that purpose at the signature lines below. Client and Bank may each change the address for service of written notice upon it by a notice in writing to the other.

23. Amendments. From time to time, Bank may, by written amendment, amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of the notice by Client or such later date as may be stated in Bank's notice to Client. Any use of services provided hereunder after the date Client receives notice of amendment shall constitute acceptance of the terms of said amendment. This Agreement may not be amended or modified orally, and no amendments or modifications will be binding upon Bank unless such amendment or modification is in writing and signed by Bank.

24. Entire Agreement This Agreement, together with the general account agreement such as Bank's Terms and Conditions Account Agreement (personal or non-personal, as applicable to Client), is the complete and exclusive statement of the agreement between Bank and Client with respect to the subject matter hereof and supersedes any prior agreements between Bank and Client with respect to such subject matter. In the event of any inconsistency between the terms of this agreement and the general account Agreement, the terms of this Agreement shall govern.

25. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement, except that, after 10 days prior notice to Client, Bank may transfer its rights and obligations under this Agreement to a wholly owned subsidiary of Bank or to an Affiliate of Bank directly or indirectly wholly owned by the corporate entity that directly or indirectly wholly owns Bank.

26. Binding Agreement: Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any third party, and no third party shall have any right against Bank or Client hereunder.

27. Headings. Headings to sections of this Agreement or any Exhibits are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under the Agreement.

28. Severability No Waiver. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future rules, statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Client as a result of such violation or amendment. In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. If on any occasion Bank fails to enforce any of its rights hereunder, such failure shall not be deemed a waiver of said rights on any other occasion.

29. Survival. The terms, provisions, representations and warranties contained in this Agreement which by their sense and context are intended to survive the performance hereunder, including paragraph 18 (Warranties and Indemnifications) shall so survive the completion of performance and termination of this Agreement.

30. Governing Law; Jurisdiction; Venue.

(a) *Governing Law; Jurisdiction; Venue*. This Agreement is subject to the provisions of all applicable federal law. Except as so provided, this Agreement shall be governed by and interpreted in accordance with the laws of Florida, without regard to Florida's conflict or choice of law rules. Client consents to the personal jurisdiction of any federal or state court in Florida that has jurisdiction over any legal proceeding or matter arising out of or in any way relating to this Agreement. Client agrees that the exclusive, proper and convenient venue to any such proceeding shall be Leon County, Florida and Client waives any defense or motion that Leon County is an improper or inconvenient forum.

(b) *Fedwire and Other Applicable Rules*. Each transfer may be furthered by any Bank by use of the funds transfer system of the Federal Reserve Banks ("Fedwire"). The rights and obligations of Bank and Client with respect to any transfer or payment order, any part of which is carried out through the use of Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve system and the operating circulars of the Federal Reserve banks as in effect from time to time. Each transfer carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system including operating circulars, Regulation J and the National Automated Clearinghouse Association ("NACHA") Operating Rules. Client acknowledges that Bank's right to reverse, adjust, stop payment, or delay posting of an executed entry or payment order is subject to the laws, regulations, circulars and rules described in this Agreement.

(c) *Consumer Transactions*. Client and Bank agree that if a transfer is a portion of a funds transfer in which other portions are subject to the Electronic Fund Transfer Act of 1978 (as in effect from time to time), all actions and disputes between Client and Bank that payment order shall be determined pursuant to Florida DCC Article 4A as amended, as varied by this Agreement.

31. No Extension of Credit. Nothing in this Agreement nor any course of dealing between Client and Bank constitutes a commitment or obligation of Bank to lend money to Client or obligates Bank to extend any credit to Client, to make a loan to Client or otherwise to

advance funds to Client to pay for any payment order contrary to Bank's published availability schedules.

32. Taxes. Client is responsible for all tariffs, duties or taxes (excluding U.S. federal, state, and local taxation on the income of Bank) that may be imposed by any government or governmental agency in connection with any entry executed pursuant to this Agreement.

33. Miscellaneous. Bank shall have no obligation to transmit transfers if Client is in default of any of its obligations under this Agreement, including the obligation to pay Bank for each credit entry.

The parties agree that this agreement is effective as of the date first indicated above.

**The School Board of Gadsden County**

Client Name

**35 Martin Luther King, Jr. Blvd.**

Address

<b>Quincy</b>	<b>FL</b>	<b>32351</b>
City	State	Zip

By: Reginald C. James, Superintendent of Schools  
Authorized Signature, Name and Title

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

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**Electronic Services Manager  
Capital City Bank  
P O Box 900  
Tallahassee, FL 32302**

By: \_\_\_\_\_  
Authorized Signature and Title

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

**EXHIBIT A**  
**TO**  
**FUNDS TRANSFER AGREEMENT**  
(Client and Account Information and Authorized Agent(s) for Funds  
Transfer Instructions, Receipt, and Verification)

Client Name: The School Board of Gadsden County  
Client Address: 35 Martin Luther King, Jr. Blvd.  
Quincy, FL 32351  
\_\_\_\_\_  
Telephone Number: 850-627-9651  
Account Number(s): \_\_\_\_\_

Bank is authorized to make funds transfers upon receipt of instructions, written or oral (including telephonic, facsimile, wire, electronic transmission, mail, or hand delivery) of anyone of the following named officers or agents of Client or its delegated agents. Authority to make the transfer and to issue other directions and instructions shall be conclusively presumed if the person making the request uses the confidential security code number assigned to Client.

This list supersedes all previously submitted Authorized Agents documentation. Current users not on this list will be deleted. Client may add or delete any Authorized Agent by written notice to Bank signed by at least two Authorized Agents other than that being added or deleted. One of the signers must be the person authorized to sign the foregoing Funds Transfer Agreement. Such notice shall be effective on the second business day following the Bank's receipt thereof. The Client must submit a new listing whenever Authorized Representatives are added or deleted. This Exhibit A form must be used to request any authorized Representative change. Letters are not acceptable.

<u>AUTHORIZED REPRESENTATIVE NAME(S)</u>	<u>AUTHORIZED REPRESENTATIVE SIGNATURE(S)</u>
<u>Bonnie Wood</u>	_____
Print after hours 850-459-0703	Signature
<u>850-627-9651 ext 1222</u>	<u>July 13, 2010</u>
(Work Telephone #)(After Hours Telephone #)	Date
<u>Melanie King</u>	_____
Print after hours 850-694-0244	Signature
<u>850-627-9651 ext 1288</u>	<u>July 13, 2010</u>
(Work Telephone #)(After Hours Telephone #)	Date
<u>Anna McGriff-West</u>	_____
Print	Signature
<u>850-627-9651 ext 1305</u>	<u>July 13, 2010</u>
(Work Telephone #)(After Hours Telephone #)	Date

By: Reginald C. James  
\*Print Name

\*Authorized Signature: \_\_\_\_\_  
Title: Superintendent of Schools  
Date: July 13, 2010

\*Must be person authorized to sign Funds Transfer Agreement. For additional signers, make copy of page and attach to contract.

**EXHIBIT B  
TO  
FUNDS TRANSFER AGREEMENT  
(Acknowledgement)**

Receipt of the following items is hereby acknowledged:

Funds Transfer Agreement and Authorization

Holiday Schedule

Pricing Schedule as of \_\_\_\_\_

Client Name: The School Board of Gadsden County

By: Reginald C. James  
Print Name

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

Title: Superintendent of Schools

Date: July 13, 2010

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 2e

**DATE OF SCHOOL BOARD MEETING:** July 13, 2010

**TITLE OF AGENDA ITEMS:** Health Insurance Contracts for 2010-2011

**DIVISION:** Insurance Committee and Finance Department

**PURPOSE AND SUMMARY OF ITEMS:**

The Insurance Committee received and reviewed the renewals of the contracts for health insurance for 2010-2011. The blended rates from Blue Cross Blue Shield of Florida and Capital Health Plan were analyzed.

One component on the renewals consists of the \$125,000 credit on the premium increases from Florida Combined Life. As the attached information indicates, the effect of the credit is reflected on the premiums.

**FUND SOURCE:** All Funds with Payroll

**AMOUNT:** 6.3% increase in Board Costs

**PREPARED BY:** Bonnie Wood

**POSITION:** Assistant Superintendent for Business Services



**Re-Allocated Rates**

<b>BCBSF</b>		BlueOptions 1359 with 15/30/50 Rx				
	Enrollment	Ratios	Renewal Rates		Re-Allocated	
Emp Only	102	1.000000	646.84	65,977.68	505.31	51,541.79
Emp Spouse	7	1.900037	1,229.02	8,603.14	960.11	6,720.78
Emp Child	8	1.700065	1,099.67	8,797.36	859.06	6,872.50
Emp Family	1	2.800059	1,811.19	1,811.19	1,414.90	1,414.90
<b>Total</b>	<b>118</b>			<b>85,189.37</b>		<b>66,549.97</b>

  

<b>CHP</b>		Premier Selection Plan O with 15/30/50				
	Enrollment	Ratios	Renewal Rates		Re-Allocated	
Emp Only	645	1.000000	417.77	269,461.65	439.40	283,413.92
Emp Spouse	47	1.900017	793.77	37,307.19	834.88	39,239.31
Emp Child	65	1.700026	710.22	46,164.30	747.01	48,555.71
Emp Family	6	2.799986	1,169.75	7,018.50	1,230.35	7,382.10
<b>Total</b>	<b>763</b>			<b>359,951.64</b>		<b>378,591.04</b>

  

<b>TOTAL</b>	<b>881</b>			<b>445,141.01</b>		<b>445,141.01</b>
				- 10,416.67		1.0000
				<u>434,724.34</u>		
				÷ 445,141.01		
				<u>0.976599</u>		

**Re-Allocated Rates with 125,000 removed**

<b>BCBSF</b>		BlueOptions 1359 with 15/30/50 Rx				
	Enrollment	Ratios	Renewal Rates		Re-Allocated	
Emp Only	102	1.000000	631.70	64,433.40	493.49	50,335.98
Emp Spouse	7	1.900037	1,200.26	8,401.82	937.64	6,563.48
Emp Child	8	1.700065	1,073.94	8,591.52	838.96	6,711.68
Emp Family	1	2.800059	1,768.81	1,768.81	1,381.79	1,381.79
<b>Total</b>	<b>118</b>			<b>83,195.55</b>		<b>64,992.93</b>

  

<b>CHP</b>		Premier Selection Plan O with 15/30/50				
	Enrollment	Ratios	Renewal Rates		Re-Allocated	
Emp Only	645	1.000000	407.99	263,153.55	429.12	276,781.80
Emp Spouse	47	1.900017	775.19	36,433.93	815.34	38,320.98
Emp Child	65	1.700026	693.60	45,084.00	729.53	47,419.45
Emp Family	6	2.799986	1,142.38	6,854.28	1,201.56	7,209.36
<b>Total</b>	<b>763</b>			<b>351,525.76</b>		<b>369,731.59</b>

  

<b>TOTAL</b>	<b>881</b>			<b>434,721.31</b>		<b>434,724.52</b>
						1.0000

# HEALTH INSURANCE COMPARISON 2010-2011

CAPITAL HEALTH PLAN		PRIOR RATES			CURRENT RATES			WITH DISCOUNT			CHANGE
TYPES OF COVERAGE		2008-2009			2009-2010			2010-2011			
		CAPITAL	CAPITAL	TOTAL	CAPITAL	CAPITAL	TOTAL	CAPITAL	CAPITAL	TOTAL	
		RX 15/30/50			RX 15/30/50			RX 15/30/50			
		EMPLOYEE	BOARD		EMPLOYEE	BOARD		EMPLOYEE	BOARD		
1	EMPLOYEE	84.77	284.78	369.55	98.81	302.89	401.70	107.38	321.74	429.12	27.42
2	EMPLOYEE & SPOUSE	417.37	284.78	702.15	460.35	302.89	763.24	493.60	321.74	815.34	52.10
3	EMPLOYEE & Child	343.46	284.78	628.24	380.01	302.89	682.90	407.79	321.74	729.53	46.63
4	FAMILY	749.96	284.78	1,034.74	821.87	302.89	1,124.76	879.82	321.74	1,201.56	76.80
<b>BLUE CROSS BLUE SHIELD</b>				2009-2010 BOARD INCREASE PER MONTH CHP + \$32.15 BC/BS + \$36.97			2010-2011 BOARD INCREASE PER MONTH CHP + \$18.85 BC/BS + \$21.68				
TYPES OF COVERAGE		2008-2009			2009-2010			2010-2011 with discount			
		BCBS	BCBS	TOTAL	BCBS	BCBS	TOTAL	BCBS	BCBS	TOTAL	
		RX 15/30/50			RX 15/30/50			RX 15/30/50			
		EMPLOYEE	BOARD		EMPLOYEE	BOARD		EMPLOYEE	BOARD		
1	EMPLOYEE	111.98	313.00	424.98	128.12	333.83	461.95	137.98	355.51	493.49	31.54
2	EMPLOYEE & SPOUSE	494.47	313.00	807.47	543.89	333.83	877.72	582.13	355.51	937.64	59.92
3	EMPLOYEE & Child	409.48	313.00	722.48	451.51	333.83	785.34	483.45	355.51	838.96	53.62
4	FAMILY	876.95	313.00	1,189.95	959.65	333.83	1,293.48	1,026.28	355.51	1,381.79	88.31
FOR EMPLOYEE ONLY											
BASED ON : 763 CHP EMP.OYEES				75,392.03    231,105.07			81,930.94    245,487.62				
BASED ON : 118 BCBS EMP.OYEES				15,118.16    39,391.94			16,281.64    41,950.18				
TOTAL COST TO BOARD				270,497.01			287,437.80				
TOTAL COST EMPLOYEE ONLY				90,510.19			98,212.58				
EMPLOYEE ONLY MONTHLY COST				361,007.20			385,650.38				

# APPLICATION OF HEALTH INSURANCE DISCOUNT 2010-2011

## CHP

2010-2011 CHP Stated monthly premium for employee only	439.40
2010-2011 CHP monthly premium for employee only with Discount	<u>-429.12</u>
Discount	10.28
2010-2011 Stated monthly premium for employee only	439.40
2009-2010 Stated Monthly Premium for Employee Only	<u>-401.70</u>
Increase	27.42
Discount to be applied to employee premium	<u>-10.28</u>
Remaining Balance	17.14
Remaining balance divided by 2	8.57
2009-2010 employee premium	<u>98.81</u>
2010-2011 employee premium	107.38

## BCBS

2010-2011 Stated monthly premium for employee only	505.31
2010-2011 Stated monthly premium for employee only with Discount	<u>-493.49</u>
Discount	31.54
2010-2011 Stated montly premium	505.31
2009-2010 Stated monthly premium	<u>-461.95</u>
Increase	31.54
Discount to be applied to employee premium	<u>-11.82</u>
Remaining Balance	19.72
Remaining balance divided by 2	9.86
2009-2010 employee premium	<u>128.12</u>
2010-2011 employee premium	137.98

# BENEFITS COST COMPARISON 2009-2010 AND 2010-2011

\$7,900-Bus Aide	2009-2010		2010-2011	
	BOARD	EMPLOYEE	BOARD	EMPLOYEE
Health (CHP)	302.89	98.81	321.74	107.38
Dental	18.62	8.16	17.69	7.75
Life	5.04		2.64	
Vol Life		42.80		33.00
Dep. Life		0.75		0.68
AFLAC				
Finge 5% Aflac fee				
Fringe Admin Fee		0.50		
	326.55	151.02	342.07	148.81

\$13,600-Food Service	2009-2010		2010-2011	
	BOARD	EMPLOYEE	BOARD	EMPLOYEE
Health (CHP)	302.89	98.81	321.74	107.38
Dental	18.62	8.16	17.69	7.75
Life	8.82		4.62	
Vol Life		23.45		17.50
Dep. Life		5.14		4.63
AFLAC		209.78		209.78
Finge 5% Aflac fee		10.50		
Fringe Admin Fee		1.00		
	330.33	356.84	344.05	347.04

\$24,400-Custodian	2009-2010		2010-2011	
	BOARD	EMPLOYEE	BOARD	EMPLOYEE
Health (CHP)	302.89	98.81	321.74	107.38
Dental	18.62	8.16	17.69	7.75
Life	15.12		7.92	
Vol Life		19.40		14.00
Dep. Life		5.14		4.63
AFLAC		146.44		146.44
Finge 5% Aflac fee		7.32		
Fringe Admin Fee		1.00		
	336.63	286.27	347.35	280.20

\$40,200-Teacher	2009-2010		2010-2011	
	BOARD	EMPLOYEE	BOARD	EMPLOYEE
Health (CHP)	302.89	98.81	321.74	107.38
Health Emp & Child		281.20		300.41
Dental	18.62		17.69	
Dep. Dental		27.22		25.86
Life	25.20		13.53	
Vol Life		26.40		19.00
Dep. Life				
AFLAC		46.28		46.28
Finge 5% Aflac fee		2.31		
Fringe Admin Fee		1.00		
	346.71	483.22	352.96	498.93

2009-2010  
4TH CALC. 2010-2011  
HB #5001

SECTION II. GENERAL FUND - FUND 100

	Account Number		FINAL	DIFFERENCE
<b>ESTIMATED REVENUES</b>				
<i>FEDERAL:</i>				
Federal Impact, Current Operations	3121			
Reserve Officers Training Corps (ROTC)	3191	150,000.00	\$ 140,000.00	(10,000.00)
Miscellaneous Federal Direct	3199			
Total Federal Direct	3100	150,000.00	140,000.00	(10,000.00)
<i>FEDERAL THROUGH STATE AND LOCAL:</i>				
Medicaid	3202	150,000.00	\$ 100,000.00	(50,000.00)
National Forest Funds	3255			
Federal Through Local	3280	88,428.97		
Miscellaneous Federal through State	3299			
Total Federal Through State And Local	3200	238,428.97	100,000.00	(50,000.00)
<i>STATE:</i>				
Florida Education Finance Program (INCLUDES ARRA & COMPRESS.)	3310	21,971,426.00	\$ 21,449,681.00	(521,745.00)
Workforce Development	3315	645,816.00	645,816.00	N/A
Workforce Development Capitalization Incentive Grant	3316			
Workforce Education Performance Incentive	3317			
Adults With Disabilities	3318	424,459.00	424,459.00	N/A
CO & DS Withheld for Administrative Expense	3323	4,371.00	4,371.00	0.00
Florida Teachers Lead Program (FEFP Earmarked)	3334	75,252.00	\$ 73,251.00	
N/A	3335			
Instructional Materials (FEFP Earmarked)	3336	479,932.00	\$ 466,405.00	(13,527.00)
Racing Commission Funds	3341	223,250.00	223,250.00	0.00
State Forest Funds	3342			
State License Tax	3343	25,000.00	25,000.00	0.00
District Discretionary Lottery Funds	3344			
Transportation (FEFP Earmarked)	3354	1,846,320.00	\$ 1,856,825.00	10,505.00
Class Size Reduction Operating Funds	3355	6,173,746.00	\$ 6,187,846.00	14,100.00
School Recognition Funds	3361	205,828.00	\$ 205,547.00	N/A
Excellent Teaching Program	3363			
Voluntary Prekindergarten Program	3371	700,000.00	700,000.00	0.00
Preschool Projects	3372			
Reading Programs	3373			
Full Service Schools	3378			
Other Miscellaneous State Revenue (PECO-MAINTENANCE)	3399	193,199.00	521,931.00	328,732.00
Total State	3300	32,968,599.00	32,784,382.00	(181,935.00)
<i>LOCAL:</i>				
District School Tax (INCLUDES .748 & .25 DISCRETIONARY MILLS)	3411	9,522,714.00	9,573,887.00	51,173.00
Tax Redemptions	3421			
Payment in Lieu of Taxes	3422			
Excess Fees	3423			
Tuition (Non-Resident)	3424			
Rent	3425	1,000.00	1,000.00	0.00
Interest, Including Profit On Investment	3430	10,000.00	10,000.00	0.00
Gifts, Grants and Bequests	3440			
Adult General Education Course Fees	3461	40,000.00	40,000.00	0.00
Postsecondary Vocational Course Fees	3462			
Continuing Workforce Education Course Fees	3463			
Capital Improvement Fees	3464			
Postsecondary Lab Fees	3465			
Lifelong Learning Fees	3466			
General Education Development (GED) Testing Fees	3467			
Financial Aid Fees	3468			
Other Student Fees	3469			
Preschool Program Fees	3471			
Prekindergarten Early Intervention Fees	3472			
School Age Child Care Fees	3473	30,000.00	30,000.00	0.00
Other Schools, Courses and Classes Fees	3479			
Miscellaneous Local Sources INCLUDING MICROSOFT REFUND	3490	350,000.00	1,066,833.00	716,833.00
Total Local	3400	9,953,714.00	10,721,720.00	768,006.00
<b>TOTAL ESTIMATED REVENUES</b>		43,310,741.97	43,746,102.00	526,071.00
<b>OTHER FINANCING SOURCES</b>				
Loans	3720			
Sale of Capital Assets	3730			
Loss Recoveries	3740			
<i>Transfers In:</i>				
From Debt Service Funds	3620			
From Capital Projects Funds	3630			
From Special Revenue Funds	3640			
From Permanent Fund	3660			
From Internal Service Funds	3670			
From Enterprise Funds	3690			
Total Transfers In	3600	0.00		
<b>TOTAL OTHER FINANCING SOURCES</b>		0.00		
Fund Balance, AT PRIOR YEAR END	2800	2,221,528.00	\$ 1,089,175.00	\$ (1,132,353.00)
<b>TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, AND FUND BALANCE</b>		45,532,269.97	44,835,277.00	(606,282.00)

&62,992

WORKSHEET FOR 2010-2011 GENERAL FUND BUDGET					
ONLY PROJECTS FUNDED FROM 2010-2011 NEW REVENUE					TOTAL
PROJ	PROJECT	6-30-10 BALANCES	TENTATIVE BUDGET APPROPRIATIONS	TENTATIVE BUDGET CROSSROAD	TENTATIVE BUDGET
NO.	DESCRIPTION	FORWARD	2010-2011	APPROPRIATIONS	2010-2011
110-0850	PAVING/GAS TAX REFUND				-
110-1840	INSTRUCTIONAL MATERIALS (C)		408,245.00	25,000.00	433,245.00
110-1841	INST MAT.- D/W AMOUNT NEEDED		100,000.00		100,000.00
110-4000	INSURANCE DEDUCTIBLES		50,000.00		50,000.00
110-4030	SUPP. ACADEMIC INSTR. (CROSSROAD)		60,000.00		60,000.00
110-4050	C/P ACADEMY-(10,000 SUBS)		1,352,507.00		1,352,507.00
110-4110	CHARACTER EDUCATION		0.00		-
110-4130	PAYROLL DEDUCTION EXPENSE		5,000.00		5,000.00
110-4150	INSURANCE RECOVERY		0.00		-
110-4180	DISTRICTWIDE DISCIPLINE		10,000.00		10,000.00
110-4190	ELEMENTARY EDUCATION		5,000.00		5,000.00
110-4200	SECONDARY EDUCATION		5,000.00		5,000.00
110-4210	STUDENT SERVICES		5,000.00		5,000.00
110-4220	DISTRICTWIDE TESTING		70,000.00		70,000.00
110-4240	DISTRICTWIDE FORMS		2,000.00		2,000.00
110-4250	CUSTODIAL SUPPLIES		140,000.00		140,000.00
110-4260	SAFE SCHOOLS (SAL/BEN 33,419)		76,224.00		76,224.00
110-4270	PUPIL PERSONNEL SERVICES		275,000.00		275,000.00
110-4290	GENDER EQUITY		18,000.00		18,000.00
110-4300	AFTER HOURS SECURITY		20,000.00		20,000.00
110-4310	COPIER MAINTENANCE		175,000.00		175,000.00
110-4340	BAND EQUIPMENT		10,000.00		10,000.00
110-4360	HEALTH DEPARTMENT FEE		100,000.00		100,000.00
110-4380	SAFETY & SECURITY		5,000.00		5,000.00
110-4400	RESOURCE OFFICERS		226,000.00		226,000.00
110-4410	DRUG TESTING		10,000.00		10,000.00
110-4420	LIBRARY MEDIA (BRIDGES)(C)		6,118.00	1,000.00	7,118.00
110-4430	BOYD / MCLAIN FUND		0.00		-
110-4440	DONATIONS		0.00		-
110-4460	D/W FURNITURE REPLACEMENT		5,000.00		5,000.00
110-4470	SACS EXPENSES (ELEM & SEC.)		15,000.00		15,000.00
110-4480	DISTRICTWIDE ITV(INCL SAL/BEN 37,248)		60,000.00		60,000.00
110-4490	HAV. MID. ATHLETIC ALLOCATION		0.00		-
110-4500	FRINGE BENEFITS REFUND		0.00		-
110-4510	DONATIONS FOR ADMIN INSTITUTE		0.00		-
110-4520	PERSONNEL DEPARTMENT		21,500.00		21,500.00
110-4540	BILINGUAL EDUCATION		7,500.00		7,500.00
110-4560	DUAL ENROLL INSTRUC MATERIALS		4,512.00		4,512.00
110-4570	CSR (OLD CATEGOR 8,000-subS)		572,514.00		572,514.00
110-4590	BEFORE/AFTER SCHOOL CARE		10,000.00		10,000.00
110-4600	HEALTH SERVICES		5,000.00		5,000.00
110-4650	GROUND MAINTENANCE		155,000.00		155,000.00
110-4670	SONITROL		60,000.00		60,000.00
110-4680	W/C PREMIUM (FLA LEAGUE)		400,000.00		400,000.00
110-4690	COMMUNITY RELATIONS		10,000.00		10,000.00
110-4770	INSTR. MAT. - SCI.LAB. (C)		26,042.00		26,042.00
110-4810	GUIDANCE SERVICES		2,000.00		2,000.00
110-4830	ROTC		4,000.00		4,000.00
110-4850	DIST/EFFORT READING COACHES		0.00		-
110-4860	REQUIRED FINGERPRINTS-ALL EMPLOY.		20,000.00		20,000.00
110-4880	EAST GADSDEN ATHLETICS		10,000.00		10,000.00
110-4890	WEST GADSDEN ATHLETICS		10,000.00		10,000.00
110-4910	CARTER PARRAMORE ATHLETICS		0.00		-
110-4920	STANDBY EMS FOR GAMES		1,500.00		1,500.00
110-4950	SPECIAL INSTRUCTIONAL SERVICES		25,000.00		25,000.00
110-4970	E RATE REFUND		50,000.00		50,000.00
110-4980	LOST/DAMAGED TEXTBOOKS		0.00		-



110-8090	HAVANA MIDDLE		4,045.60	4,045.60
110-8100	GEORGE W. MUNROE ELEMENTARY		13,309.40	13,309.40
110-8120	EAST GADSDEN HIGH		20,532.80	20,532.80
110-8130	STEWART ST.		10,442.00	10,442.00
110-8140	ST. JOHN ELEMENTARY		6,654.40	6,654.40
110-8150	GADSDEN VO-TECH		190.40	190.40
110-8160	FLORIDA STATE HOSPITAL		3,000.00	3,000.00
110-8180	GADSDEN ELEM MAGNET		2,499.40	2,499.40
110-8400	CARTER PARRAMORE ACADEMY		2,926.80	2,926.80
110-8420	GED TEST		10,000.00	10,000.00
110-8430	GADSDEN CENTRAL ACADEMY		2,599.00	2,599.00
110-8450	ADULT HOURLY SAL & BEN & SUPPLIES		10,000.00	10,000.00
110-8500	SCHOOL IMPROVEMENT ( \$10@FTE)		0.00	-
110-8770	SCHOLASTIC TRANSPORTATION		30,000.00	30,000.00
110-8880	FIELD TRIP REIMB		20,000.00	20,000.00
110-8960	ACTIVITY BUS		25,000.00	25,000.00
110-9000	OPPORTUNITY SCHOLARSHIP RESERVE		575,000.00	575,000.00
110-9900	TERMINAL LEAVE		250,000.00	250,000.00
110-9910	SICK PAY		225,000.00	225,000.00
110-9920	SUMMER SCHOOL (C. #457)		300,000.00	300,000.00
110-9940	SUPPLEMENTS		175,000.00	175,000.00
110-9950	DROP LEAVE		125,000.00	125,000.00
110-9980	ITINERANT TEACHERS(4.5) SAL & BEN		212,936.00	212,936.00
110-9990	REG. SAL. 508.35 POSITIONS		15,017,411.00	15,017,411.00
	IDENTIFIED POSITION REDUCTIONS		(435,074.00)	(435,074.00)
	REDUCTIONS FROM RETIRED SUPPOR		(519,936.00)	(519,936.00)
110-9990	REGULAR SALARIES-BENEFITS		4,509,693.00	4,509,693.00
110-9990	SUBSTITUTE SALARIES		225,000.00	225,000.00
110-9990	SUBSTITUTE SALARIES-BENEFITS		18,000.00	18,000.00
110-4790	MISCELLANEOUS OVERTIME-SAL		50,000.00	50,000.00
110-4790	MISCELLANEOUS OVERTIME-BENEFITS		5,000.00	5,000.00
110-9990	7100 UNEMP COMP OBJ 250 BENEFITS		250,000.00	250,000.00
110-9990	7100 (BOARD) OTHER THAN SAL/BEN		250,000.00	250,000.00
110-9990	7200 RET EMP INS OBJ 290 BENEFITS		80,000.00	80,000.00
110-9990	7200 (SUPT.) OTHER THAN SAL/BEN		100,000.00	100,000.00
110-9990	7500 (FINANCE) OTHER THAN SAL/BEN		100,000.00	100,000.00
110-9990	7700 (CENTRAL) OTHER THAN SAL/BEN		25,000.00	25,000.00
110-9990	7800 (TRANS.) OTHER THAN SAL/BEN		800,000.00	800,000.00
110-9990	7800 (TRANS.) SUBSTITUTES-140		30,000.00	30,000.00
110-9990	7800 (TRANS.) OVERTIME & -161		225,000.00	225,000.00
110-9990	7800 (TRANS.) HOURLY-166		25,000.00	25,000.00
110-9990	7900 (OPER. OF PLANT) SEE DETAIL			-
110-9990	7900-310 PROFESSIONAL & TECHNICAL	\$ 5,000.00		
110-9990	7900-320 INSURANCE	150,000.00		
110-9990	7900-350 REPAIRS & MAINTENANCE	1,000.00		
110-9990	7900-370 COMMUNICATIONS	\$ 500,000.00		
110-9990	7900 PUBLIC UTILITIES	\$ 120,000.00		
110-9990	7900 GARBAGE SERVICE	\$ 95,000.00		
110-9990	7900 OTHER PURCHASED SERVICES	\$ 1,000.00		
110-9990	7900-410 NATURAL GAS	\$ 150,000.00		
110-9990	7900-420 BOTTLED GAS	\$ 105,000.00		
110-9990	7900-430 ELECTRICITY	\$ 1,650,000.00		
110-9990	7900-440 HEATING OIL	\$ 15,000.00		
110-9990	7900-510 SUPPLIES	\$ 1,000.00		
110-9990	7900-641 FURN, FIXTURES, EQUIP.	\$ 2,000.00		
110-9990	7900-730 DUES & FEES	\$ 3,000.00		
110-9990	TOTAL 7900 - OPER. OF PLANT	\$ 2,798,000.00		2,798,000.00
110-9990	8100 (MAINT.) NOT SAL/BEN (ALSO #465)		525,000.00	525,000.00
110-9990	8200 (MIS) OTHER THAN SAL/BEN		180,000.00	180,000.00
	STATE FISCAL STABILIZATION EMPLOYEES IN FUND 431		1,771,493.00	1,771,493.00



2009-2010 4TH CALC. VS. HB #5001  
DISTRICT SUMMARY BUDGET

2010-2011  
HB #5001  
BEGINNING  
REVENUE

PROJECTED  
2011-2012  
REVENUE  
ASSUME FEFP  
ONLY DOWN  
1%

SECTION II. GENERAL FUND - FUND 100

ESTIMATED REVENUES	Account Number			DIFFERENCE
<i>FEDERAL:</i>				
Federal Impact, Current Operations	3121			
Reserve Officers Training Corps (ROTC)	3191	\$ 140,000.00	\$ 140,000.00	0.00
Miscellaneous Federal Direct	3199			
Total Federal Direct	3100	140,000.00	140,000.00	0.00
<i>FEDERAL THROUGH STATE AND LOCAL:</i>				
Medicaid	3202	\$ 100,000.00	\$ 100,000.00	0.00
National Forest Funds	3255			
Federal Through Local	3280			
Miscellaneous Federal through State	3299			
Total Federal Through State And Local	3200	100,000.00	100,000.00	0.00
<i>STATE:</i>				
Florida Education Finance Program (INCLUDES ARRA & COMPRESS.)	3310	\$ 21,449,681.00	\$ 21,235,184.00	(214,497.00)
NO ARRA STATE STABILIZATION FUNDING FOR 2011-2012				(1,763,036.00)
2005-2006 FTE AUDIT PAYBACK				(211,604.00)
Workforce Development	3315	645,816.00	639,357.00	N/A
Workforce Development Capitalization Incentive Grant	3316			
Workforce Education Performance Incentive	3317			
Adults With Disabilities	3318	424,459.00	420,214.00	N/A
CO & DS Withheld for Administrative Expense	3323	4,371.00	4,371.00	0.00
Florida Teachers Lead Program (FEFP Earmarked)	3334	\$ 73,251.00	\$ 73,251.00	
Instructional Materials (FEFP Earmarked)	3336	\$ 466,405.00	\$ 466,405.00	0.00
Racing Commission Funds	3341	223,250.00	223,250.00	0.00
State Forest Funds	3342			
State License Tax	3343	25,000.00	25,000.00	0.00
District Discretionary Lottery Funds	3344			
Transportation (FEFP Earmarked)	3354	\$ 1,856,825.00	\$ 1,838,256.00	(18,569.00)
Class Size Reduction Operating Funds	3355	\$ 6,187,846.00	\$ 6,125,967.00	(61,879.00)
School Recognition Funds	3361	\$ 205,547.00	\$ 205,547.00	N/A
Excellent Teaching Program	3363			
Voluntary Prekindergarten Program	3371	700,000.00	700,000.00	0.00
Preschool Projects	3372			
Reading Programs	3373			
Full Service Schools	3378			
Other Miscellaneous State Revenue (PECO-MAINTENANCE)	3399	521,931.00	521,931.00	0.00
Total State	3300	32,784,382.00	32,478,733.00	(2,269,585.00)
<i>LOCAL:</i>				
District School Tax (INCLUDES .748 & .25 DISCRETIONARY MILLS)	3411	9,573,887.00	9,478,148.00	(95,739.00)
Tax Redemptions	3421			
Payment in Lieu of Taxes	3422			
Excess Fees	3423			
Tuition (Non-Resident)	3424			
Rent	3425	1,000.00	1,000.00	0.00
Interest, Including Profit On Investment	3430	10,000.00	10,000.00	0.00
Gifts, Grants and Bequests	3440			
Adult General Education Course Fees	3461	40,000.00	40,000.00	0.00
Postsecondary Vocational Course Fees	3462			
Continuing Workforce Education Course Fees	3463			
Capital Improvement Fees	3464			
Postsecondary Lab Fees	3465			
Lifelong Learning Fees	3466			
General Education Development (GED) Testing Fees	3467			
Financial Aid Fees	3468			
Other Student Fees	3469			
Preschool Program Fees	3471			
Prekindergarten Early Intervention Fees	3472			
School Age Child Care Fees	3473	30,000.00	30,000.00	0.00
Other Schools, Courses and Classes Fees	3479			
Miscellaneous Local Sources NO MICROSOFT FUNDING IN 2011-12	3490	1,066,833.00	350,000.00	(716,833.00)
Total Local	3400	10,721,720.00	9,909,148.00	(812,572.00)
<b>TOTAL ESTIMATED REVENUES</b>		<b>43,746,102.00</b>	<b>42,627,881.00</b>	<b>(3,082,157.00)</b>
<b>OTHER FINANCING SOURCES</b>				
Loans	3720			
Sale of Capital Assets	3730			
Loss Recoveries	3740			
<i>Transfers In:</i>				
From Debt Service Funds	3620			
From Capital Projects Funds	3630			
From Special Revenue Funds	3640			
From Permanent Fund	3660			
From Internal Service Funds	3670			
From Enterprise Funds	3690			
Total Transfers In	3600			
<b>TOTAL OTHER FINANCING SOURCES</b>				
Fund Balance, AT PRIOR YEAR END	2800	\$ 1,645,322.00	\$ 1,320,000.00	\$ (325,322.00)
<b>TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES, AND FUND BALANCE</b>		<b>45,391,424.00</b>	<b>43,947,881.00</b>	<b>(3,407,479.00)</b>

FEDERAL FUNDS: 432 FUND - TARGETED ARRA STIMULUS \$ (1,500,000)  
433 FUND - OTHER ARRA STIMULUS GRANTS \$ (199,000)

**TOTAL LIKELY DECREASE IN REVENUE IN 2011-2012 \$ (5,106,479)**  
11.6%