

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



A contract of **the School Board of Jackson County, Florida**, hereinafter referred to as "District", pursuant to Florida Statutes, Sections 1001.31, 1001.42, 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 District.

**WHEREAS**, **The District** 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 contracts spread upon the minutes of each participating school board, which provide a plan for cooperating with school boards of other districts in the state for the projects and activities cooperatively initiated, and

**WHEREAS**, the school boards of **Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, and Washington counties, FAMU Developmental Research School, and FSU Bay** and all such other eligible school boards which adopt a like agreement and are approved for Consortium membership by the Board of Directors, hereinafter called the Member Districts, with each district's respective Superintendent holding full rights as a voting member of the PAEC Board of Directors, 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 school boards of **Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Taylor, Wakulla, Walton, and Washington counties, FAMU Developmental Research School, and FSU Bay** and all such other eligible school boards which adopt a like contract, agree to serve as an alternate processing site for each other in the case of a disaster that interrupts their critical information technology operations. The alternate processing site's responsibility would include providing a location with a computer, printer and internet access.

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

- I. SPECIFIC DISTRICT NEEDS.** That specific needs identified by the District School Board can be better met through cooperative programs/services undertaken with other participating school boards. Such needs include, but are not limited to:
- A. Educational/instructional needs of specific student populations.
  - B. Professional learning often mandated by law, for both instructional and non-instructional personnel.
  - A. Supplementary contracted services to compensate for limited staff, staff time, or expertise in federal and state mandated programs.
  - B. Student evaluation services.
  - C. Reduction in overhead costs of administration and conducting specific programs/activities through pooling of resources.
  - D. Financial advantages of cooperatively bidding and/or purchasing: materials, supplies, equipment, services, and programs that afford district protection.
- I. FEE-BASED/GRANT-BASED SERVICES TO DISTRICT.** That the District does hereby determine that it is in the best interest of the taxpayers of their county to cooperate with other school districts in the



districts' resources, your superintendent and staff will review:

1. Quality of service provided, including professionalism of personnel involved
2. Cost efficiency
3. Alignment of program activity to the needs of the district

**III. DISTRICT COST-SHARE.** The District 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.

**IV. 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 agreement 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 Agreement 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 Agreement 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.

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

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

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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.
- I. 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.

- J. 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.

**VI. TERMS OF AGREEMENT.** The term of this Agreement shall commence and be deemed in full force and effective as of July 1, 2025. The terms of this Agreement shall be one (1) fiscal year with an annual renewal option.

**VII. TERMINATION OF AGREEMENT.** The district must submit a written notice of intent to withdraw ("Terminate") from the Member Services program on district letterhead, signed by the Superintendent, at least six months before the June 30 renewal date. If the Executive Director does not receive timely written notice, the Agreement will automatically renew for one year.

This Agreement among the Member Districts of the Consortium, as set forth in this Agreement, will be in operation and effect from July 1, 2025, 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, 2025.

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

For the above-described services, **The District** agrees to pay **The School Board of Washington County, Florida**, Fiscal Agent, and District of Record for **PAEC**, the sum of **\$14,247.04** payable upon completion of this Agreement.

BOD approval: April 9, 2025

WCSB approval: April 14, 2025

