Hernando School District

School Board Regular Meeting

Agenda - Final Revised

Tuesday, October 25, 2022 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

REFLECTION

by Jimmy Lodato, Board Member

PLEDGE OF ALLEGIANCE by Moton Elementary School Students

ADOPTION OF AGENDA

1. **23-1036** Approval to adopt the agenda dated October 25, 2022.

ELECTED OFFICIALS

STUDENT REPRESENTATIVE TO THE BOARD

2. **23-1009** Student Representative, Gina Doherty of Nature Coast Technical High School, to Share an Update of School Related Activities and Events with the Board

PRESENTATIONS

3. **23-0973** Recognition of the October HCSD Veteran

Attachments: Budget Sheet ACC

PROCLAMATIONS/RESOLUTIONS

4. **23-1033** Approve Proclamation No. P23-002 Hernando County Schools' Bullying Prevention/Acts of Kindness Week November 14-18, 2022

Attachments: Bullying Prevention & AOK Week Proclamation 2022-2023 ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

APPROVAL OF THE MINUTES

5. **23-1034** Approval of the Minutes from the Informal, Workshop, Student Expulsion Appeal Hearing and Regular School Board Meeting of October 11, 2022.

Attachments: 10-11-22 Informal Minutes ACC
10-11-22 Workshop Minutes ACC
10-11-22 Student Expulsion Appeal Minutes ACC
10-11-22 Regular Minutes ACC

PUBLIC HEARING ITEMS

6. **23-1012** Public Hearing and Final Approval of the NEOLA Policy Updates Volume 22 No. 2, Special Update May 2022 and Volume 23 No.1.

Attachments: Volume 22 No 2 ACC
Special Update May 2022 Neola Policies
p2520 and p2522 only ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

7. **23-1037** Citizen Input on agenda items for this meeting (Green Form)

Attachments: Citizen Input Speaker Green Form 110917 ACC

ADOPTION OF CONSENT AGENDA

Personnel Recommendations

8. **23-1026** Approval of the Personnel Recommendations

Attachments: October 25 2022 ACC
2023 Inst Supplements_Differentiated Pay for October 25 2022 ACC
2023 Noninst PTS_Adm Supplements for October 25 2022 ACC

All Other Business Services Agenda Items

9. **23-1023** Ratify changes to the contract between Hernando United School Workers (HUSW) and the Hernando County School District and approve the bonus MOUs agreed to in the last bargaining session.

Attachments: Ratification Summary ACC
HUSW Signed MOUs and TAs_ACC
Budget Sheet ESSER III Funds ACC

10. **23-1024** Ratify changes to the contract between Hernando Classroom Teachers Association (HCTA) and the Hernando County School District and approve salary increase and performance pay and one-time retention bonuses.

Attachments: HCTA Ratification Summary ACC
HCTA Signed TAs and MOUs ACC
Budget Sheet ACC

11. **23-1025** Approval of the Market Adjustment of 3.5% for School Principals and District Based Administrative employees and 5% for School Assistant Principals and performance pay for School Based Administrative Employees for 2022-2023.

Attachments: District Based Admin Placement 2223 ACC
School Based Admin Placement 2223 ACC
Budget Sheet Raises ACC

Job Descriptions

12. **23-1021** Approve new job descriptions from Superintendent's Re-org.

Attachments: Job descriptions Strikethrough ACC
Job Descriptions Clean ACC
2022 2023 Non Instructional Placement Schedule ACC
PTS Salary Schedule 22 23 ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

13. **23-1022** Approve revised job description for Coordinator of Risk, Benefits & Wellness.

Attachments: Coordinator of Risk, Benefits and Wellness Strikethrough ACC
Coordinator of Risk, Benefits and Wellness Clean ACC
PTS Salary Schedule 22 23 ACC
Budget Sheet Coordinator ACC

All Other Communications & Government Relations Agenda Items

14. **23-1028** Approval of the 2023 Legislative Platform

Attachments: HCSD 2023 Legislative Platform ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other Purchase Order/Bid Agenda Items

15. **23-0970** Approve the contract and authorize the purchase of property, pending satisfactory Phase 1 Environmental Study and Boundary Survey, located on Eakin Street, Weeki Wachee, Florida from the McKenna Family Trust for $130,000.00.

Attachments: 230970 McKenna Property Appraisal ada
230970 Contract ada
230970 Budget Sheet ada

16. **23-0971** Award RFQ No. 0251-201-2203, HVAC Commissioning Services HVAC Replacement (Phase 2) at Central High School, to Affiliated Engineers, Inc. (AEI), for commissioning services and approve the contract and the purchase of services for $161,680.00 using Half-Cent Funds.

Attachments: 220971 CHS Cx RFQ ada
220971 CHS Cx Step 2 Score Sheets Intent to Award ada
220971 CHS Cx Agreement ada
220971 CHS Cx Budget Sheet

17. **23-0998** Approve the agreement and authorize the purchase of goods from United Data Technologies for an estimated annual price of $699,570.61 for 4 years.

Attachments: Equipment Finance Agreement-ACC
Attorney Letter-ACC
UDT Updated Quote-ACC
Essential Use Form ACC
Budget Sheet -ACC

18. **23-1011** Approve the 2022-2023 Dual Enrollment (DE) Articulation Agreement Between Saint Leo University (Saint Leo) and the Hernando County School Board and Issuance of a Purchase Order for an Estimated Annual Amount of $37,500.00

Attachments: DE Agreement St Leo and HCSD ACC
Budget Sheet St Leo ACC

19. **23-1013** Approve the Closeout/Final Acceptance to the Contract with Ryman Construction of Florida, Inc., for the Springstead High School Bleacher Renovation & Press Box Replacement, Project No. 0181-234-2021 and Authorize Final Payment in the Amount of $74,760.35 (Half-Cent Funds).

Attachments: 231013 SHS Bleacher & Press Box CERTIFICATE OF COMPLETION ada
0231013 SHS Bleacher & Press Box FINAL ACCEPTANCE ada
0231013 SHS Bleacher & Press Box FINAL SETTLEMENT ada
0231013 SHS Bleacher & Press Box WAIVER AND RELEASE ada
231013 SHS Bleacher & Press Box CHANGE ORDERS ada
231013 SHS Bleacher & Press Box FINAL PAY APPLICATION ada
231013 SHS Bleacher & Press Box BUDGET SHEET ada

20. **23-1017** Approve renewing bid no. 20-060-16: Flooring for Type C & D Buses Repairs, Replacement, Parts and Materials to Pride Enterprises and Sun State International Truck, LLC and authorize the purchase of goods and/or services for an estimated annual cost of $21,000.

Attachments: 20-060-16 RN Bus Flooring (10-25-2022) - ACC 2
3500 Budget Sheet 10-6-22 ACC

21. **23-1018** Approve Hernando High School's 2022-2023 Homecoming activities and authorize the purchase of fireworks and additional insurance coverage from Fireworks Displays Unlimited, LLC for $8,500.00.

Attachments: 2022 Fireworks Displays contract and invoice ACC
2022 Fireworks Displays Permit ACC
2022 Fireworks Displays Liability Certificates ACC
2022 Fireworks Displays Additional Insurance Umbrella Policy for HCSB ACC
2022 HC Fireworks HHS Site Map ACC
2022 HCSB Standard Fireworks Contract ACC
2022 Fireworks HCSB Standard Addendum to Agreements ACC
HHS HC Fireworks Budget for 2022 2023 sch yr ACC

22. **23-1020** Approve the purchase of additional PowerSchool program from PowerSchool and authorize the purchase for $14,546.00.

Attachments: PowerSchool sole source ACC
PS Order 2 ACC
HR Quote 2 ACC
PS Signed Addendum ACC
HCSB Data Security Agreement ATTY APPROVED ACC
Budget Sheet PowerSchool ACC

All Other Safe Schools Agenda Items

23. **23-1005** Approve the Florida Safe Schools Assessment Tool (FSSAT) District Best Practices for 2022-2023

Attachments: Safe Schools letter of Certification FSSAT 2022 2023 ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other School Board Agenda Items

24. **23-1029** Approval Requested for out of county travel for School Board Member(s) to attend the 77th FSBA / FADSS Annual Joint Conference on November 29, 2022 through December 2, 2022 in Tampa, FL that may exceed $500 per Board Member.

Attachments: FSBA 77th Annual Joint Conf- Cost Breakdown ACC
FSBA 77th Annual Joint Conf - Agenda ACC
Budget Sheet FSBA 77th Annual Joint Conf ACC

***25.** **23-1040** Appointment of the School Board Attorney

Attachments: terms-atty-engagement-20221019 ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

26. **23-1038** Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: Citizen Input Speaker Pink Form 110917 ACC

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for November 22, 2022:
10:00 AM - Organizational and Regular School Board Meeting

Mission Statement
The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

Hernando School District

School Board Regular Meeting

Agenda Item # 1. 23-1036 10/25/2022

Title and Board Action Requested
Approval to adopt the agenda dated October 25, 2022.

Executive Summary
The Superintendent of Schools, hereby requests the Board adopt the agenda dated October 25, 2022.

My Contact
John Stratton
Superintendent of Schools

2018-23 Strategic Focus Area
Other

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Hernando School District

School Board Regular Meeting

Agenda Item # 2. 23-1009 10/25/2022

Title and Board Action Requested
Student Representative, Gina Doherty of Nature Coast Technical High School, to Share an Update of School Related Activities and Events with the Board

Executive Summary
Student Representative, Gina Doherty of Nature Coast Technical High School, to share an update of school related activities and events with the Board.

My Contact
Gina Doherty
Student Representative to the School Board

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Hernando School District

School Board Regular Meeting

Agenda Item # 3. 23-0973 10/25/2022

Title and Board Action Requested
Recognition of the October HCSD Veteran

Executive Summary
The Public Information Officer, on behalf of the Superintendent of Schools, hereby wishes to recognize the October HCSD Veteran.

My Contact
Karen Jordan
Public Information Officer
(352) 797-7009 ext. 129

2018-23 Strategic Focus Area
Pillar 4: Communication & Community Engagement

Financial Impact
The cost for this agenda item is $ 0.00, see attached budget sheet. The cost for the previous fiscal year was $ 0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 4. 23-1033 10/25/2022

Title and Board Action Requested

Approve Proclamation No. P23-002 Hernando County Schools' Bullying Prevention/Acts of Kindness Week November 14-18, 2022

Executive Summary

The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board approve Proclamation No. P23-002 Hernando County Schools' Bullying Prevention / Acts of Kindness Week, November 14-18, 2022.

My Contact

Jill Kolasa, Director
(352) 797-7008

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is $ 0, see attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PROCLAMATION

#P23-002

Hernando County Schools Bullying Prevention/Acts of Kindness Week
November 14-18, 2022

WHEREAS, *it is important that Hernando students be protected from bullying and harassment and its tragedies and recognize that bullying and harassment are a form of violence with lifelong effects, as we acknowledge that a safe, physical and emotional environment is a significant goal and a personal right of each individual; and*

WHEREAS, *as we acknowledge that there are many incidents of depression, poor self esteem, anxiety, aggression, self destructive behaviors and violent acts that children resort to in defense of bullying and harassment; and*

WHEREAS, *excellence in education is dependent on safe, secure and peaceful school settings; and*

WHEREAS, *all parents, students, teachers and especially those leaders in education, health care, law enforcement, government and business need to collaborate with each other to focus public attention on this important issue of school safety and work to change the social climate and social norms in regards to bullying and harassing behavior; and*

WHEREAS, *bullying and harassment are learned behaviors and occur in more environments than just school; and*

WHEREAS, *individuals and communities have the responsibility, the power and knowledge of the resources available to stop bullying and harassment in its tracks; and*

WHEREAS, *heightening awareness and helping each other to recognize and respond effectively to bullying and harassing behavior will promote respect and safety within our learning environment and beyond, into our family community; be it RESOLVED AND PROCLAIMED,*

Our schools are committed to bullying and harassment prevention and officially designated November 14-18, 2022, as Hernando County Schools Bullying Prevention/Acts of Kindness Week.

In Witness Whereof, I have here unto set my hand

And seal at _____

On _____

_____
John Stratton, Superintendent of Schools

_____
Gus Guadagnino, Board Chairperson

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 5. 23-1034 10/25/2022

Title and Board Action Requested
Approval of the Minutes from the Informal, Workshop, Student Expulsion Appeal Hearing and Regular School Board Meeting of October 11, 2022.

Executive Summary
The Superintendent of Schools, hereby requests the Board approve the minutes.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Other

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0. If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved.

Hernando School District

School Board Informal Meeting

Minutes - Draft

Tuesday, October 11, 2022 **1:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present Board Chair Gus Guadagnino
Vice Chair Susan Duval
Board Member Kay Hatch
Board Member Jimmy Lodato
Board Member Linda Prescott

The Informal Meeting was called to order at 1:04 P.M. Also present were, John Stratton, Superintendent of Schools and Dennis Alfonso, School Board Attorney.

GENERAL DISCUSSION

An informal meeting of the School Board has been scheduled for general discussion among Board Members on Educational Matters

Topics of Discussion:

1. *Student Appeal Hearing process*
2. *RTMA Conference - Mr. Stratton was a speaker. He and Mrs. Michalicka were part of a panel answering questions*
3. *Hispanic and Italian Heritage Month; Multi-Cultural Parade in Brooksville*
4. *Negativity in the community since the election*
5. *Hurricane Ian damage*
6. *Tampa Bay History Education Committee - Field trips for grades 3-6 tour at Chinsegut from Feb. 1st to March 15th*
7. *Gulf Coast Elementary, Gulf Coast Academy and Best Academy visits*
8. *Laptop Initiative Update*

ADJOURNMENT

The meeting adjourned at 1:56 P.M.

Superintendent **Board Chair**

Hernando School District

School Board Workshop

Minutes - Draft

Tuesday, October 11, 2022 **2:30 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Gus Guadagnino
Susan Duval
Kay Hatch
Jimmy Lodato
Linda Prescott

The Workshop was called to order at 2:30 P.M. Also present were, John Stratton, Superintendent of Schools and Dennis Alfonso, School Board Attorney.

PRESENTATIONS

1. **23-0975** Presentation of the Memorandum of Understanding (MOU) between Hernando County School District and Saint Leo University, Department of Undergraduate Social Work.

   Attachments: SLU and HCSD Preferred Provider Agreement ACC
   SLU Field Placement Letter of Agreement ACC
   Budget Sheet Sept 2021 Revised NO Financial Impact ACC

   Jill Kolasa, Director of Student Services and Dr. Ebony Perez, Department Chair, Undergraduate Social Work for St. Leo came forward to present this item.

2. **23-1004** Board Discussion of the Superintendent's Evaluation

   Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC
   Stratton Evaluation 2021-22 by Gus Guadagnino ACC
   Stratton Evaluation 2021-22 by Susan Duval ACC
   Stratton Evaluation 2021-22 by Kay Hatch ACC
   Stratton Evaluation 2021-22 by Jimmy Lodato ACC
   Stratton Evaluation 2021-22 by Linda Prescott ACC

   Board members made comments on the Superintendent's evaluation.

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

ADJOURNMENT

The Workshop adjourned at 3:08 P.M.

Superintendent **Board Chair**

Hernando School District

Student Expulsion Appeal Hearing

Minutes - Draft

Tuesday, October 11, 2022 **4:00 PM** **District Office-Board Room**

HEARING CLOSED TO THE PUBLIC

CALL TO ORDER

Present Board Chair Gus Guadagnino
Vice Chair Susan Duval
Board Member Kay Hatch
Board Member Jimmy Lodato
Board Member Linda Prescott

The Student Expulsion Appeal Hearing was called to order at 4:15 P.M. Also present were John Stratton, Superintendent and Dennis Alfonso, School Board Attorney.

CLOSED SESSION - STUDENT EXPULSION APPEAL HEARING

1. **23-1015** Appeal Hearing - Student in Case No. E2023-09-01

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Mr. Steve Crognale, Principal of Endeavor Academy and Mrs. Jill Kolasa, Director of Student Services came forward to present. The student for case no. E2023-09-01, a parent and witness were also present.

The Board decided to accept the Superintendent's recommendation for expulsion. Motion by Kay Hatch, Seconded by Jimmy Lodato, all in favor. Motion passes 5-0.

SCHOOL BOARD COMMENTS

ADJOURNMENT

The meeting adjourned 4:44 P.M.

Superintendent **Board Chair**

Mission Statement
The Hernando County School District Collaborates with students, parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

Hernando School District

School Board Regular Meeting

Minutes - Draft

Tuesday, October 11, 2022 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Board Chair Gus Guadagnino
Vice Chair Susan Duval
Board Member Kay Hatch
Board Member Jimmy Lodato
Board Member Linda Prescott

The Meeting was called to order at 6:01 P.M. Also present were, John Stratton, Superintendent of Schools and Dennis Alfonso, School Board Attorney

REFLECTION

by Gus Guadagnino, Board Chair

PLEDGE OF ALLEGIANCE by JD Floyd Elementary School Students

ADOPTION OF AGENDA

1. 23-0999 Approval to adopt the agenda dated October 11, 2022.

RESULT: **ADOPTED**
MOVER: Jimmy Lodato
SECONDER: Susan Duval
AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

ELECTED OFFICIALS

No one came forward to speak on this item.

STUDENT REPRESENTATIVE TO THE BOARD

2. 23-1007 Student Representative, Gina Doherty of Nature Coast Technical High School, to Share an Update of School Related Activities and Events with the Board

PRESENTATIONS

23-1019 Presentation and acknowledgment of the USF Level II Principal Certification Program Graduates

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Dr. Paula Clark, Supervisor of Professional Development came forward to present this item.

APPROVAL OF THE MINUTES

3. **23-1002** Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of September 20, 2022.

Attachments: 09-20-22 Informal Minutes 1 pg ACC
09-20-22 Workshop Minutes 2 pgs ACC
09-20-22 Regular Minutes 6 pgs ACC

RESULT: **ADOPTED**
MOVER: Jimmy Lodato
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

EXPULSION RECOMMENDATIONS

4. **23-0978** Enter a Final Order Expelling the Student in Case No. E2023-09-01 for one (1) year through August, 2023.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Linda Prescott
SECONDER: Kay Hatch
AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

5. **23-0981** Enter a Final Order Expelling the Student in Case No. E2023-09-02 for one (1) year through August, 2023.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Kay Hatch
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

6. **23-1000** Citizen Input on agenda items for this meeting (Green Form)

Attachments: Citizen Input Speaker Green Form 110917 ACC

No one came forward to speak on this item.

ADOPTION OF CONSENT AGENDA

The following items were pulled from the consent agenda for discussion:

27. 23-0992: Approve the agreement and application and authorize the purchase of group health insurance from Blue Cross Blue Shield of Florida.

RESULT: **APPROVED THE CONSENT AGENDA**
MOVER: Jimmy Lodato
SECONDER: Susan Duval
AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

Personnel Recommendations

7. **23-0997** Approval of the Personnel Recommendations

Attachments: October 11 2022 ACC
2023 Inst Supplements and Differentiated Pay for October 11 2022 ACC
2023 Noninst PTS and Adm Supplements for September 20 2022 ACC

All Other Teaching & Learning Agenda Items

8. **23-0950** Approve out of state travel for Central High School Welding Instructor Jason Whitman to Atlanta, Georgia to attend FabTech 2022 Conference on November 7 - 10, 2022.

Attachments: CHS Whitman FabTech Conf Request ACC
Budget Sheet - CHS - Whitman Nov 22 - ACC

9. **23-0958** Approve out of state Field Trip for Nature Coast Technical High School Seniors to Washington D.C. to attend the annual Senior Class Trip on date range of 3/27/23 - 4/5/23 due to availability of airlines.

Attachments: FERLITA BUDGET SHEET ADA ACC

10. **23-0964** Approve the School Health Services Plan Between the Hernando County School District and the Hernando County Health Department for 2022-2024.

Attachments: SHS Plan 2022-2024 ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

11. **23-0977** Approve out of state field trip for Robin Paselio, HHS Class of 2023 sponsor to Washington, DC to attend the 2023 Senior Class trip with a date range of March 27, 2023 through April 5, 2023 in order to get the best airline rates. Our ideal dates to travel are March 29, 2023 through April 3, 2023.

Attachments: 2023 Budget sheet Senior Class trip to Washington DC ACC

12. **23-0984** Approve out of state travel for Nicole Rooney, Coordinator of Medicaid to Baltimore, Maryland to attend the National Alliance for Medicaid in Education on October 24-27, 2022.

Attachments: NAME agenda ACC
LOA Form ACC
Budget Sheet WITH Financial Impact ACC

***13.** **23-0985** Approval to amend item #23-0835 - Final Approval of the 2023-2024 Magnet Program Procedures that received board approval at the August 30, 2022 Board Meeting.

Attachments: 23-24 Magnet Program Procedures - Strikethrough ACC
23-24 Magnet Program Procedures- Clean ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other Business Services Agenda Items

14. **23-0993** Approve the Affiliation Agreement with Valdosta State University for interns.

Attachments: Approved Hernando Valdosta Affiliation Agreement ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

15. **23-0995** Approve the Affiliation Agreement with The University of West Florida and HCSD.

Attachments: UWF ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other Support Operations Agenda Items

16. **23-0976** Approve out of state travel for Lori Drenth, Director of Food and Nutrition to attend the HPS Group Purchasing Organization's annual meeting in Grand Rapids, MI from October 17-19, 2022.

Attachments: 1 SFPAC paperwork ACC
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other Purchase Order/Bid Agenda Items

17. **23-0961** Approve the proposal from Davis Demographics for Phase 2 and 3 of the Proximity Student Enrollment Plan and authorize the issuance of a purchase order for $38,000.00 for the 2022-2023 school year.

Attachments: 230961 Bid Tabulation
230961 Budget Sheet

18. **23-0962** Award RFQ No. 0251-201-2202, Construction Manager Services, Phase 2 HVAC Replacement for Central High School, to The AD Morgan Corp., for construction manager services and approve the contract for an estimated budget of $7,000,000.00. At this time, we request approval of the purchase of $70,000.00 in pre-construction services using Half-Cent Funds.

Attachments: 230962 RFQ ada
230962 Step 2 Score Sheets Intent to Award ada
230962 Agreements ada
230962 Budget Sheet ada

19. **23-0982** Approve the Client Services Agreement between Sunbelt and Hernando County School Board for the 2022-2023 school year to provide therapy services and the issuance of a purchase order in the estimated amount of $60,000.00

Attachments: Sunbelt Client Services Agreement ACC
Sunbelt Standard Agreement ACC
Sunbelt Budget Sheet ACC

20. **23-0983** Approve the amendment to the piggyback of OMNIA Partners, Region 4 RFQ No. 20-04 HVAC Equipment, Installation, Service & related Products, awarded to Trane for equipment, installation, service & related products for an estimated annual amount of $5,000,000.00 using various funds.

Attachments: 230983 Trane Bid Tabulation ACC
230983 Budget Sheet ada

21. **23-0986** Approve the purchase of AICE Cambridge International Exams, Trainings, Textbooks, Technology, and Advertising Banners for 2022 - 2023 School Year from Cambridge International and other vendors and approve the purchase for $339,969.83.

Attachments: AICE Sole Source - ACC
Cambridge Fees List 22 -23 - ACC
Proposed 2022-2023 Cambridge Budget ACC
Budget Sheet AICE Board 101222 ACC

22. **23-0987** Approve the amendment to the piggyback of OMNIA Partners for, Region 4 RFP #20-04 HVAC Equipment, Installation, Service & Related Products, awarded to Daikin for equipment, installation, service & related products for an estimated annual amount of $5,000,000.00.

Attachments: 21-910-63 PB HVAC Daikin (10-11-22) - ACC
Daikin Budget Sheet Sept 2022 7 ACC

23. **23-0988** Approve renewing bid no. 20-330-14-RN Fencing: Materials, Installation & Repairs, to Aaro Fence, Inc. for Fencing Materials and Supplies, and Fencing and Gate Installation and Repair Services, and authorize the purchase for estimated annual amount of $300,000.00.

Attachments: 20-330-14 RN Fencing (10-11-22) - ACC
Fencing Budget Sheet Sept 2022 ACC

24. **23-0989** Approve piggybacking Hillsborough County Public Schools, RFP #22012-MST-KJ: Elevator and Wheelchair Lift Preventative Maintenance, Repairs and Upgrades, awarded to Oracle Elevator Holdco, LLC, and authorize the purchase for estimated annual amount of $27,784.00.

Attachments: 230989 Bid Tabulation ada
230989 Budget Sheet ada

25. **23-0990** Approve the purchase of goods from PC Solutions and Integration, Inc. for an estimated annual amount of $77097.30.

Attachments: PCSolutions Quote ACC
Funding Committment Decision Letter-ACC
Budget Sheet-ACC

26. **23-0991** Approve the three (3) year agreement with United Data Technologies for Cybersecurity Professional Services/Risk Management Program and authorize the purchase for $84,997.00 which includes a $10,000.00 initial set up fee and a recurring fee of $8,333.00 monthly.

Attachments: Hernando_UDTSecureCRM_SOWv1_6_ACC
Standard Addendum to Agreements-UDT Security-ACC
Budget Sheet Sept 2021 Revised WITH Financial Impact 2-ACC

28. **23-0994** Approve the amendment to the contract for Multifunction Devices and Related Services, Contract No. 4400003732 for the Addition of One (1) Ricoh Copier and Authorize the Increase in Contract Cost by $235.51 Monthly for the Remainder of the Contract Term.

Attachments: Ricoh Order Agreement_ACC
Ricoh Product Schedule_ACC
21-015-09 PB Ricoh Copier (10-11-2022) - ACC
Budget Sheet - ACC

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

27. **23-0992** Approve the agreement and application and authorize the purchase of group health insurance from Blue Cross Blue Shield of Florida.

Attachments: 49771_2_Year_PS_1_1_2023 ACC
49771_95_101_Contingent_Premium_2023 ACC
Budget Sheet acc

RESULT: **ADOPTED**

MOVER: Jimmy Lodato

SECONDER: Susan Duval

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

This item was pulled by Mr. Lodato and Mrs. Prescott for discussion. Awilda Fonte, Manager of Risk, Benefits and Compliance and Lisa Becker, Executive Director of Business Support Services came forward to explain this item.

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

29. **23-1001** Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Attachments: Citizen Input Speaker Pink Form 110917 ACC

Mr. Alfonso explained this item. The following citizens came forward to speak: Rylee Rhineberger, Dana Blazek, Hamilton Hanson, Diane Limbrecht, Lisa Masserio, Nadine Casatelli, Kim Mulrooney, Daryl Pierce, Diane Liptak, and Anita Barnes.

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

Mr. Stratton read a thank you letter from Sheriff Nienhuis regarding the opening of shelters during Hurricane Ian. He again stated that CRT is not in our schools and that three years ago, there was a training on the social and emotional learning standards. Mr. Stratton clarified that this was not curriculum, but a training. He asked that anyone who is aware of it happening, to let him know and he will look into it as it cannot happen. Mr. Stratton talked about the award winning agriculture program at Hernando High School as well as two middle schools.

Board members thanked the FBLA sponsor for coming out tonight. Jennifer DeArmas, Kerry Thornton, John Weaver were congratulated for obtaining the Level II Principal Certification. Lisa Becker and Awilda Fonte were thanked for the outstanding work they did on the health insurance coverage. Staff were thanked for helping with the shelters. Board members have attended Title I events in our schools and to attend classes in our schools where there will be evidence of college and career readiness. Comments were made on moving forward with the Vo-Tech school.

Gina Doherty mentioned that Chocachatti has a wonderful 4H program that focuses on farm to table.

ADJOURNMENT

The meeting adjourned at 7:03 P.M.

Superintendent **Board Chair**

Agenda Item # 6. 23-1012 10/25/2022

Title and Board Action Requested
Public Hearing and Final Approval of the NEOLA Policy Updates Volume 22 No. 2, Special Update May 2022 and Volume 23 No.1.

Executive Summary
The Executive Director of Business Services, on behalf of the Superintendent of Schools, hereby requests the Board to approve the School Board policy updates. The updates are in the sections listed below.

Section 1000 - Administration
Section 2000 - Program
Section 3000 - Instructional
Section 4000 - Support Staff
Section 5000 - Students
Section 6000 - Finances
Section 8000 - Operations

Policy updates in Volume 22 No. 2 are 1120.11, 1216, 3120.11, 4120.11, 6110, 6320, 6322, 6325, 6530, 8740.

Policy updates in Special Update May 2022 are 1213, 1590, 2215, 2410, 2417, 3213, 3590, 4213, 4590, 5780, 8141.

Policy updates in Volume 23 No.1 are 2520 and 2522

My Contact
Lisa Becker
Executive Director of Business Services
(352)797-7000 Ext. 402
Becker_l@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $0, see attached budget sheet. The cost for the previous fiscal year was $ 0.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Book	Policy Manual
Section	Revised Volume 22 No. 2
Title	PREFERENCE FOR VETERANS IN EMPLOYMENT
Code	po1120.11 RJP 4/8/22
Status	
Adopted	June 13, 2017

1120.11 - **PREFERENCE FOR VETERANS IN EMPLOYMENT**

Preference in employment, reemployment, promotion, and retention shall be given to an eligible veteran, pursuant to the provisions below, as long as the veteran meets the minimum eligibility requirements and has the knowledge, skills, and abilities required for the particular position.

Appointment or Retention in Positions of Employment

Preference shall be given ~~**pursuant**~~ to the following:

A. Those disabled veterans:

1. who have served on active duty in any branch of the United States Armed Forces, have received an honorable discharge, and have established the present existence of a service-connected disability that is compensable under public laws administered by the U.S. Department of Veterans' Affairs; or

2. who are receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the U.S. Department of Veterans' Affairs and the Department of Defense.

B. The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

C. A wartime veteran as defined in F.S. 1.01(14) who has served at least one (1) day during a wartime period. Active duty for training may not be allowed for eligibility under this paragraph.

D. The unremarried widow or widower of a veteran who died of a service-connected disability.

E. The mother, father, legal guardian, or unremarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

F. A veteran as defined in F.S. 1.01(14). Active duty for training may not be allowed for eligibility under this paragraph.

G. A current member of any reserve component of the United States Armed Forces or the Florida National Guard~~.~~

H. **The School Board may waive a postsecondary educational requirement for a position of employment, other than those positions made exempt under F.S. 295.07 for a current member of a reserve component of the U.S. Armed Forces or the Florida National Guard or a veteran who has been honorably discharged if the person is otherwise qualified for the position.**

Veterans p~~**P**~~reference in employment and retention may be given only to eligible persons who are described above.

In all positions in which the appointment or employment of persons is not subject to a written examination, first preference in appointment, employment, and retention processes shall be given to persons included under A and B above, and second preference shall be given to persons included under C and D above, who possess the minimum qualifications necessary to discharge the duties of the position involved.

A ~~disabled~~ veteran employed as **a**~~the~~ result of being placed at the top of the appropriate employment list ~~shall be appointed for a probationary period of one (1) year. At the end of such period, if the work of the veteran has been satisfactorily performed, the veteran~~ will be subject to the employment policies of the District.

Reinstatement or Reemployment

When a District administrator has served in the Armed Forces of the United States and is discharged or separated therefrom with an honorable discharge, the District shall reemploy or reinstate such person to the same position that s/he held prior to such service in the Armed Forces, or to an equivalent position, provided such person returns to the position within one (1) year of his/her date of separation or, in the case of extended active duty, within one (1) year of the date of discharge or separation subsequent to the extension. Such person shall also be awarded preference in promotion and shall be promoted ahead of all others who are as well qualified or less qualified for the position.

Further, the District shall reemploy or reinstate the person who was a veteran when employed by the District and who was recalled to extended active duty in the Armed Forces of the United States and was discharged or separated therefrom with an honorable discharge to the same position that s/he held prior to service in the Armed Forces, or to an equivalent position, provided the person returns to the position within one (1) year of his/her date of separation or, in the case of extended active duty, within one (1) year of the date of discharge or separation subsequent to the extension. The person shall also be awarded preference in promotion and shall be promoted ahead of all others who are as well qualified or less qualified for the position. For the purposes of this section, "extended active duty" means active duty, other than for training, beyond the date of honorable discharge or separation, due to military requirements.

The provisions in the preceding two (2) paragraphs pertaining to persons who are reemployed or reinstated shall apply only to a veteran's first promotion after reinstatement or reemployment, without exception.

Recruitment Plan

The Board will develop and implement a written veterans recruitment plan that establishes annual goals for the full use of veterans in the Board's workforce. The plan will be designed to meet the established goals. The veterans recruitment plan applies to the preference-eligible persons who are described above.

~~**F.S. 110.2135**~~
F.S. 295.07
F.S. 295.08
F.S. 295.085
F.S. 295.09

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Legal	F.S. 295.08
	F.S. 110.2135
	F.S. 295.07
	F.S. 295.085
	F.S. 295.09

Last Modified by Lisa Becker on June 16, 2022

Book	Policy Manual
Section	Revised Volume 22 No. 2
Title	DRESS AND GROOMING
Code	po1216 RJP 4/8/22
Status	
Adopted	June 13, 2017

1216 - **DRESS AND GROOMING**

The School Board believes that administrative staff members set an example in dress and grooming for their staff and students to follow. ~~**Administrators who understand this precept and adhere to it enlarge the importance of this task, present an image of dignity, and encourage respect for authority. These factors act in a positive manner toward the maintenance of discipline**~~.

The Superintendent **authorizes the development of standards for administrator** ~~**retains the authority to specify the following**~~ dress and grooming **that promote a professional educational atmosphere that gives consideration to the impact on the educational process and the diversity of the District's administrators.** ~~**procedures for staff that will prevent such matters from having an adverse impact on the educational process. When assigned to District duty, all administrative staff members shall:**~~

When assigned to District duty, all administrators shall:

A. be physically clean, neat, and well groomed;

B. dress in a manner consistent with their administrative responsibilities;

C. dress in a manner that communicates pride in personal appearance;
D. **dress in a manner that does not cause damage to District property;**
E. be groomed in such a way that their hair style or dress does not disrupt the educational process **or cause a health or safety hazard**

The Board recognizes professional administrators' right to dress in accordance with their gender identity, within the constraints of the preceding dress and grooming guidelines.

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Last Modified by Maria Cain on May 25, 2022

Book	Policy Manual
Section	Revised Volume 22 No. 2
Title	PREFERENCE FOR VETERANS IN EMPLOYMENT
Code	po3120.11 RJP 4/8/22
Status	
Adopted	June 13, 2017

3120.11 - **PREFERENCE FOR VETERANS IN EMPLOYMENT**

Preference in employment, reemployment, promotion, and retention shall be given to an eligible veteran, pursuant to the provisions below, as long as the veteran meets the minimum eligibility requirements and has the knowledge, skills, and abilities required for the particular position.

Appointment or Retention in Positions of Employment

Preference shall be given ~~**pursuant**~~ to the following:

A. Those disabled veterans:

1. who have served on active duty in any branch of the United States Armed Forces, have received an honorable discharge, and have established the present existence of a service-connected disability that is compensable under public laws administered by the U.S. Department of Veterans' Affairs; or

2. who are receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the U.S. Department of Veterans' Affairs and the Department of Defense.

B. The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

C. A wartime veteran as defined in F.S. 1.01(14) who has served at least one (1) day during a wartime period. Active duty for training may not be allowed for eligibility under this paragraph.

D. The unremarried widow or widower of a veteran who died of a service-connected disability.

E. The mother, father, legal guardian, or unremarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

F. A veteran as defined in F.S. 1.01(14). Active duty for training may not be allowed for eligibility under this paragraph.

G. A current member of any reserve component of the United States Armed Forces or the Florida National Guard.

The School Board may waive a postsecondary educational requirement for a position of employment, other than those positions made exempt under F.S. 295.07 for a current member of a reserve component of the U.S. Armed Forces or the Florida National Guard or a veteran who has been honorably discharged if the person is otherwise qualified for the position.

Veterans p~~**P**~~reference in employment and retention may be given only to eligible persons who are described above.

In all positions in which the appointment or employment of persons is not subject to a written examination, first preference in appointment, employment, and retention processes shall be given to persons included under A and B above, and second preference

shall be given to persons included under C and D above, who possess the minimum qualifications necessary to discharge the duties of the position involved.

A ~~disabled~~ veteran employed as **a** ~~the~~ result of being placed at the top of the appropriate employment list ~~shall be appointed for a probationary period for one (1) year. At the end of such period, if the work of the veteran has been satisfactorily performed, the veteran~~ will be subject to the employment policies of the District.

Reinstatement or Reemployment

When a District employee has served in the Armed Forces of the United States and is discharged or separated therefrom with an honorable discharge, the District shall reemploy or reinstate such person to the same position that s/he held prior to such service in the Armed Forces, or to an equivalent position, provided such person returns to the position within one (1) year of his/her date of separation or, in the case of extended active duty, within one (1) year of the date of discharge or separation subsequent to the extension. Such person shall also be awarded preference in promotion and shall be promoted ahead of all others who are as well qualified or less qualified for the position.

Further, the District shall reemploy or reinstate the person who was a veteran when employed by the District and who was recalled to extended active duty in the Armed Forces of the United States and was discharged or separated therefrom with an honorable discharge to the same position that s/he held prior to service in the Armed Forces, or to an equivalent position, provided the person returns to the position within one (1) year of his/her date of separation or, in the case of extended active duty, within one (1) year of the date of discharge or separation subsequent to the extension. The person shall also be awarded preference in promotion and shall be promoted ahead of all others who are as well qualified or less qualified for the position. For the purposes of this section, "extended active duty" means active duty, other than for training, beyond the date of honorable discharge or separation, due to military requirements.

The provisions in the preceding two (2) paragraphs pertaining to persons who are reemployed or reinstated shall apply only to a veteran's first promotion after reinstatement or reemployment, without exception.

Instructional staff members in bargaining units should refer to the collective bargaining agreement for additional provisions in this regard.

Recruitment Plan

The Board will develop and implement a written veterans recruitment plan that establishes annual goals for the full use of veterans in the Board's workforce. The plan will be designed to meet the established goals. The veterans recruitment plan applies to the preference-eligible persons who are described above.

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Legal	F.S. 110.2135
	F.S. 295.07
	F.S. 295.08
	F.S. 295.085
	F.S. 295.09

Last Modified by Ray Pinder on April 8, 2022

Book	Policy Manual
Section	Revised Volume 22 No. 2
Title	PREFERENCE FOR VETERANS IN EMPLOYMENT
Code	po4120.11 RJP 4/8/22
Status	
Adopted	June 13, 2017

4120.11 - **PREFERENCE FOR VETERANS IN EMPLOYMENT**

Preference in employment, reemployment, promotion, and retention shall be given to an eligible veteran, pursuant to the provisions below, as long as the veteran meets the minimum eligibility requirements and has the knowledge, skills, and abilities required for the particular position.

Appointment or Retention in Positions of Employment

Preference shall be given ~~**pursuant**~~ to the following:

A. Those disabled veterans:

1. who have served on active duty in any branch of the United States Armed Forces, have received an honorable discharge, and have established the present existence of a service-connected disability that is compensable under public laws administered by the U.S. Department of Veterans' Affairs; or

2. who are receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the U.S. Department of Veterans' Affairs and the Department of Defense.

B. The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

C. A wartime veteran as defined in F.S. 1.01(14) who has served at least one (1) day during a wartime period to be eligible for veterans' preference. Active duty for training may not be allowed for eligibility under this paragraph.

D. The unremarried widow or widower of a veteran who died of a service-connected disability.

E. The mother, father, legal guardian, or unremarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

F. A veteran as defined in F.S. 1.01(14). Active duty for training may not be allowed for eligibility under this paragraph.

G. A current member of any reserve component of the United States Armed Forces or the Florida National Guard.

The School Board may waive a postsecondary educational requirement for a position of employment, other than those positions made exempt under F.S. 295.07 for a current member of a reserve component of the U.S. Armed Forces or the Florida National Guard or a veteran who has been honorably discharged if the person is otherwise qualified for the position.

Veterans p~~**P**~~reference in employment and retention may be given only to eligible persons who are described above.

In all positions in which the appointment or employment of persons is not subject to a written examination, first preference in appointment, employment, and retention processes shall be given to persons included under A and B above, and second preference

shall be given to persons included under C and D above, who possess the minimum qualifications necessary to discharge the duties of the position involved.

A ~~disabled~~ veteran employed as **a**~~the~~ result of being placed at the top of the appropriate employment list ~~shall be appointed for a probationary period of one (1) year. At the end of such period, if the work of the veteran has been satisfactorily performed, the veteran~~ will achieve annual contract status.

Reinstatement or Reemployment

When a District employee has served in the Armed Forces of the United States and is discharged or separated therefrom with an honorable discharge, the District shall reemploy or reinstate such person to the same position that s/he held prior to such service in the Armed Forces, or to an equivalent position, provided such person returns to the position within one (1) year of his/her date of separation or, in the case of extended active duty, within one (1) year of the date of discharge or separation subsequent to the extension. Such person shall also be awarded preference in promotion and shall be promoted ahead of all others who are as well qualified or less qualified for the position.

Further, the District shall reemploy or reinstate the person who was a veteran when employed by the District and who was recalled to extended active duty in the Armed Forces of the United States and was discharged or separated therefrom with an honorable discharge to the same position that s/he held prior to service in the Armed Forces, or to an equivalent position, provided the person returns to the position within one (1) year of his/her date of separation or, in the case of extended active duty, within one (1) year of the date of discharge or separation subsequent to the extension. The person shall also be awarded preference in promotion and shall be promoted ahead of all others who are as well qualified or less qualified for the position. For the purposes of this section, "extended active duty" means active duty, other than for training, beyond the date of honorable discharge or separation, due to military requirements.

The provisions in the preceding two (2) paragraphs pertaining to persons who are reemployed or reinstated shall apply only to a veteran's first promotion after reinstatement or reemployment, without exception.

Educational support staff members in bargaining units should refer to the collective bargaining agreement for additional provisions in this regard.

Recruitment Plan

The Board will develop and implement a written veterans recruitment plan that establishes annual goals for the full use of veterans in the Board's workforce. The plan will be designed to meet the established goals. The veterans recruitment plan applies to the preference-eligible persons who are described above.

F.S. 295.07
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Last Modified by Ray Pinder on April 8, 2022

Book	Policy Manual
Section	Revised Volume 22 No. 2
Title	GRANT FUNDS
Code	po6110 JMM04212022
Status	
Adopted	June 13, 2017
Last Revised	February 27, 2018

6110 - **GRANT FUNDS**

It is the objective of the School Board to provide equal educational opportunities for all students within the District. Government agencies, as well as foundations, businesses, and individuals, periodically offer to the School District both human and material resources that would be of benefit to the students in this school system.

The Board regards available grant funds provided to the District as a public trust. It forbids the use of public monies for partisan political activities and any use that would not be in accordance with Federal regulations and guidelines.

No Federal funds received by the District shall be used to:

A. develop or distribute materials or operate programs or courses of instruction directed at youths that are designed to promote or encourage sexual activity whether homosexual or heterosexual;

B. distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds;

C. provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or

D. operate a program of contraceptive distribution in schools.

The Superintendent shall review grant opportunities and authorize development of proposals.

Grant Proposal Development

A. All grant proposals must support at least one (1) Board goal or priority.

B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

Grant Proposal Internal Review

A. Each grant proposal shall be reviewed and approved by the Superintendent prior to submission to the funding source.

B. The Superintendent may identify a project director prior to proposal submission.

Grant Administration

A. The administration of grants will adhere to all applicable Federal, State, and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as School District policies and procedures.

B. The Superintendent and/or Board Chairman are authorized to sign related documents for grant administration, including documents required for submittal of grant proposals.

C. Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.

D. **The District, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.**

E. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. Each draw of Federal monies shall be aligned with the District's payment process (whether reimbursement, cash advance, or a combination). If funds are permitted to be drawn in advance, all draws will be equal in magnitude as closely as administratively feasible, to the magnitude of the related program expenditures. When restricted, such monies will be used to supplement programs and funding and not to supplant or replace existing programming or current funding.

Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.

Financial Management

The financial management of grant funds shall be in compliance with all applicable Federal, State, local and grantor rules, regulations, and assurances as well as District policies and administrative procedures.

The District shall provide for the following:

A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency and name of the pass-through entity, as applicable.

B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.

C. Records that identify adequately the source and application of funds provided for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, and be supported by source documentation.

D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

Further, the District must:

1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;

2. comply with Federal statutes, regulations, and the terms and conditions of the Federal award;

3. evaluate and monitor the District’s compliance with statutes, regulations, and the terms and conditions of the Federal award;

4. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;

5. take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

E. Comparison of expenditures with budget amounts for each Federal award.

F. Recordkeeping and written procedures to the extent required as may be required by Federal, State, local and grantor rules, and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:

1. cash management
2. allowability
3. conflict of interest
4. procurement
5. equipment management
6. conducting technical evaluations of proposals and selecting recipients
7. compensation and fringe benefits
8. travel

G. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass-through agency in accordance with applicable Federal policy.

H. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the District uses the addition method of accounting for program income. Under the addition method, program income is added to total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity.

Revised 2/27/18

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34 C.F.R. 75.707
34 C.F.R. 76.563
34 C.F.R. 76.565
34 C.F.R. 76.707
2 C.F.R. 200.56
2 C.F.R. 200.71
2 C.F.R. 200.77
2 C.F.R. 200.80
2 C.F.R. 200.112
2 C.F.R. 200.302
2 C.F.R. 200.307
2 C.F.R. 200.309
2 C.F.R. 200.310
2 C.F.R. 200.313
2 C.F.R. 200.318
2 C.F.R. 200.319
2 C.F.R. 200.320
2 C.F.R. 200.343(b)&(e)
Compliance Supplement for Single Audits of State and Local Governments F.S. 1001.42
F.S. 1001.51

Book	Policy Manual
Section	Revised Volume 22 No. 2
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6320 - **PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES**

Any School Board employee who has purchasing authority shall consider first the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended; not solicit or accept any gifts or gratuities from present or potential suppliers which might influence or appear to influence purchasing decisions; and refrain from any private business or professional activity that might present a conflict of interest in making purchasing decisions on behalf of the Board.

No person, unless authorized to do so under this policy, may make any purchase or enter into any contract involving the use of school funds. The Board will not approve any expenditure for an unauthorized purchase or contract.

Purchases may be made through an online procurement system, an electronic auction service, or other efficient procurement tool.

Scope

This policy shall generally apply to the District's purchase of commodities and contractual services, except it shall not apply to:

A. employment contracts;

B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to Policy 6330 - Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Services;

C. acquisition of auditing services pursuant to F.S. 218.391;

D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, financial consultants, and other business or operational consultants

E. contracts which are exempted, in whole or in part, from this policy's requirements, as set forth below;

F. proposals and agreements for public-private partnerships with private entities for qualifying projects pursuant to F.S. 287.057(12).

Definitions

A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals and invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.

B. "Invitation to bid" means a written or electronic solicitation for competitive sealed bids. The invitation to bid is used when the Board is capable of specifically defining the scope of work for which a contractual service is required or when the Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.

C. "Invitation to negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Board determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

D. "Proposer" means those vendors submitting bids or responses to a competitive solicitation.

E. "Request for proposals" means a written or electronically posted solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the Board to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.

F. "Superintendent" means the "Superintendent or designee".

G. "Request for Quotations" means an informal process to solicit three (3) or more price quotes on commodities or contractual services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.

Standards and Specifications

Before making any purchase of commodities or contractual services which the Superintendent is authorized by the Board to make or before recommending any purchase to the Board, the Superintendent shall, insofar as possible, propose standards and specifications. S/He shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

Pre-Purchasing Review of Available Purchasing Agreements and State Term Contracts for Nonacademic Commodities and Contractual Services

Before purchasing nonacademic commodities and contractual services, the Board authorizes the Superintendent to review the purchasing agreements and State term contracts available under F.S. 287.056 to determine whether it is in the Board's economic advantage to use the agreements and contracts.

Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and State term contracts available under F.S. 287.056 have been reviewed. The Board may use the cooperative State purchasing programs managed through the regional consortium service organizations pursuant to F.S. 1001.451. This policy does not apply to services that are eligible for reimbursement under the Federal E-rate program administered by the Universal Service Administrative Company.

Competitive Solicitation Requirements for Commodities and Contractual Services Other Than Construction Contracting

Except as authorized by law or policy, competitive solicitations shall be requested from three (3) or more sources for the purchase of any authorized commodities or contractual services in an amount greater than $50,000.

The procurement of commodities or contractual services may not be divided so as to avoid this monetary threshold requirement.

A. Bid Solicitation

The Superintendent is authorized to issue invitations for bids.

B. Bid Publication

Notice of the invitation for bids or requests for proposals shall be published at least once in a newspaper of general circulation within the District and may be otherwise issued electronically, direct delivery, or other means which are appropriate under the circumstances. The required bid return date is to be announced at the time of the bid offering and shall not be less than five (5) working days from the bid offering date.

C. Bid Opening

Bids will be opened in the office designated in the bid document with the Superintendent’s designee and at least one (1) other District employee present.

D. Bid Rejection

The Board may reject any or all bids and request new bids.

E. Bid Award

In acceptance of responses to invitations to bid, the Board may accept the proposal of the lowest responsive, responsible proposer. The Board may also choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees, from whom commodities or contractual services would be purchased, should the primary awardee become unable to provide all of the commodities or contractual services required by the Board during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders, when such multiple awards are clearly stated in the bid solicitation documents.

For a bidder to be considered responsive, the proposal must respond to all bid specifications in all material respects and contain no irregularities or deviations from the bid specifications which would affect the amount of the bid or otherwise provide a competitive advantage.

For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

1. the experience (type of product or service being purchased, etc.) of the bidder;

2. the financial condition;

3. the conduct and performance on previous contracts (with the District or other agencies);

4. the bidder's facilities;

5. the ability to execute the contract properly.

Award of a bid by the Board shall only represent an indication by the Board that a bid represents the lowest responsive bid from a responsible and responsive bidder meeting the requirements and criteria set forth in the invitation to bid. Award of a bid shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract.

Identical/Tie Low Bids

When identical low bids are received from an out-of-District vendor and a local vendor, the local vendor shall be recommended for award. The term "local vendor" means a vendor who has an established business presence in the District indicated by the following:

A. Has a physical business location within the District for at least six (6) months immediately prior to issuance of the competitive solicitation.

B. Provides customer access at the business location.

C. Holds any required business license through a jurisdiction in the District.

D. Employs one (1) full-time or two (2) part-time employees in the District, or if the business has no employees, is at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the District.

When two (2) or more local vendors present tie low bids on the same items, the company receiving the larger dollar award of the total bid shall be recommended for tie items.

In the event two (2) or more local vendors present exact tie low bids and the dollar award is not a criterion, the successful bidder shall be selected by applying the following criteria in order:

A. drug-free workplace program in accordance with Florida law

B. minority business enterprise (MBE) certified by the State of Florida Office of Supplier Diversity

C. veteran business enterprise, certified by the State of Florida Department of Management Services

When two (2) out-of-District vendors submit identical low bids, the criteria noted above shall be used to determine the successful bidder.

Exception to Competitive Bidding Requirements

Notwithstanding anything in this policy to the contrary, the Board may make certain purchases without the requirement for competitive solicitations, under the following conditions:

A. In lieu of requesting competitive solicitations from three (3) or more sources, the Board may make purchases at or below the unit prices in contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the proposer awarded a contract by another entity will permit purchases by the Board at the same terms, conditions, and unit prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the Board.

B. The Superintendent is authorized to purchase commodities and contractual services where the total amount does not exceed $50,000.00 and does not exceed the applicable appropriation in the budget.

C. The Superintendent is authorized to purchase commodities and contractual services under the Department of Management Services State term contracts.

D. Competitive solicitations are not required for pool purchases made as provided in F.S. 1006.27.

E. The State Board has waived the requirement for requesting competitive solicitations from three (3) or more sources for purchases by the Board of:

1. Professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire professional consultant services without Board approval as required by Board Policy 6540;

2. Educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;

3. Commodities and contractual services when:

   a. competitive solicitations have been requested in the manner prescribed by this policy; and

   b. the Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

   When such a finding has been officially made, the Board may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.

4. Commodities and contractual services when fewer than two (2) responsive proposals are received. The Board may then negotiate on the best terms and conditions or decide to reject all proposals. The Board will document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.

F. Information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(19), may be acquired by competitive solicitation or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District as determined by the Board.

G. Purchases of insurance, risk management programs, or contracting with third party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier.

H. Purchase of milk is exempt from competitive bid requirements if:

1. the Board has made a finding that no valid or acceptable firm bid has been received within the prescribed time; or

2. the Board has made a finding that an emergency situation exists.

The Board may then enter into negotiations with suppliers of milk and has the authority to execute contracts under whatever terms and conditions the Board determines to be in the best interest of the District.

I. The Board may dispense with requirements for a competitive solicitation for the emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written determination, the Board may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.

J. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the Board believes that commodities or contractual services are available only from a single source, the Board will electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description will include a request that prospective vendors provide information about their ability to supply the commodities or contractual services described. If it is determined in writing by the Board, after reviewing any

information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Board shall provide notice of its intended decision to enter a single source contract in the manner specified in Policy 6326 - Bid Protests, and may negotiate on the best terms and conditions with the single source vendor.

K. The Board may make purchases of construction project materials directly from vendors, on behalf of the awarded construction contractor/manager, to take advantage of the District's "sales tax" exempt status.

L. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.

M. A contract for regulated utilities or government franchised services may be awarded without competitive solicitations.

Contract

Each Board contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

A. keep and maintain public records that ordinarily and necessarily would be required by the Board in order to perform the service under the contract;

B. provide the public with access to its public records on the same terms and conditions as the Board would provide the records, and at a cost that does not exceed the cost provided in Policy 8310 - Public Records;

C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

D. meet all requirements for retaining public record and, upon termination of the contract, transfer to the Board, at no cost, all public records in its possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the Board's information technology systems;

E. the contractor shall furnish a copy of any public records request or request for records in any way relating to the District, immediately upon receipt to the District's Director of Finance and Purchasing or designee.

Each contract must also include the following statement, in substantially the following form, identifying the contact information of the District's custodian of public records in at least fourteen (14) point boldface type: "IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF F.S. CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352)797-7061, locke_d@hcsb.k12.fl.us, 8050 MOBLEY ROAD, BROOKSVILLE, FL 34601".

Contracts shall be approved and executed as follows:

A. Superintendent/Designee Authority

The Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount no greater than $50,000.00, so long as the obligation created does not exceed the applicable appropriation within the District budget and the contract is otherwise in compliance with applicable District procedures, policies, and law. For purposes of this policy, any group of contracts, purchase orders to the same provider which are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed to be a single contract. The Superintendent shall not divide the procurement of commodities or contractual services so as to avoid the monetary cap imposed by this policy. Designations of contracting authority by the Superintendent shall be in writing and shall specify the maximum obligation permitted up to $50,000.00.

B. Emergency Purchases

Notwithstanding the general limit on the Superintendent's authority to enter into contracts involving expenditure of public funds in an amount no greater than $50,000.00, the Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount of $50,000 or greater when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the School District requires emergency action.

C. Board Approval

Except as expressly provided herein, the Board shall approve and execute all contracts on behalf of the District involving the expenditure of public funds in an amount greater than $50,000. When the Superintendent has determined that an emergency exists, the emergency purchase is placed, after the fact, on the first available Board meeting (F.A.C. 6A-1.012(12) (e)).

Purchase Order Approval

A. Bids/Exceptions

The Superintendent is authorized to issue purchase orders in accordance with bids awarded pursuant to below without further action of the Board so long as the obligation created does not exceed $50,000.00. Board approval shall be obtained for all purchase orders greater than $50,000.00.

B. Contracts

Contracts shall be approved as follows:

1. Obtain approval by the Board attorney.

2. Principals have the authority to approve contracts for purchases involving the expenditure from internal account funds for one(1) year and not to exceed the bid limit as set forth by the School District.

3. The Superintendent has the authority to approve purchase contracts in an amount up to $50,000.00.

4. Board approval shall be obtained for all purchase contracts in an amount of $50,000.01 or more.

Consultant Agreements

The Superintendent may enter into agreements with consultants not to exceed ~~**$25,000**~~ **$50,000** for the total school year to provide training and advisory services. Agreements must be signed by the consultant and approved to form by the general counsel authority prior to the performance of services. Amounts in excess of these must be approved by the School Board. Partial payments shall be made to the consultant while services are rendered. Final payment will not be paid until all services and supportive documentations have been completed.

Debarment

The Director of Finance and Purchasing or designee shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If a suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

A. Cause of Debarment

The term "debar" or "debarment" means to remove a vendor from bidding on District work. Causes for debarment include, but are not limited to the following:

1. a conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract

2. conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor

3. conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals

4. violation of contract provisions, including:

    a. deliberate failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract(s); and

    b. a recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment

5. refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in bid/RFP response

6. refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received

7. presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section

8. violation of the ethical standards set forth in State law

9. providing or offering to provide anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee to influence the award of a contract or purchase items from a contractor

10. the existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor, work performed by the contractor, or services or products delivered

11. any other cause the Director of Finance and Purchasing or designee determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy

B. Notice of Recommended Decision

The Director of Finance and Purchasing or designee shall issue a notice letter that advises the party that it is debarred or suspended. The letter shall:

1. state the reason(s) for the action taken; and

2. inform the vendor of its right to petition the Board for reconsideration.

C. Right to Request a Hearing

Any person who is dissatisfied or aggrieved with the notification of the determination to debar or suspend must, within ten (10) calendar days of such notification, appeal such determination to the Board.

D. Hearing Date

The Board shall schedule a hearing at which time the person shall be given the opportunity to demonstrate why the debarment/suspension by the Director of Finance and Purchasing or designee should be overturned. All parties shall be given notice of the hearing date.

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Legal	F.S. 119.0701
	F.S. 255.05
	F.S. 255.0516
	F.S. 255.0518
	F.S. 282.0041
	F.S. 287.056
	F.S. 287.084
	F.S. 287.087
	F.S. 287.132
	F.S. 287.133
	F.S. 295.187
	F.S. 1001.43
	F.S. 1001.451
	F.S. 1010.04
	F.S. 1010.07(2)
	F.S. 1010.48
	F.A.C. 6A-1.012, Purchasing Policies
	F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

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6322 - **CONSTRUCTION CONTRACTING AND BIDDING**

All school construction bids shall be the responsibility of the Superintendent. Bidding and contracting for construction, remodeling, and renovation shall comply with all applicable provisions of the most recent version of the State Requirements for Educational Facilities (SREF).

This policy shall generally apply to contracts for construction projects that shall be funded with capital outlay funds or capital grants that relate to new construction, additions, remodeling, renovations, maintenance, or repairs to existing facilities.

This policy shall not apply to the acquisition of architectural, engineering, landscape architectural, construction management at-risk, design-build, total program management, or surveying and mapping services, which shall be acquired pursuant to Policy 6330 - Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying Services.

The School Board may contract for construction of new facilities, or for additions, remodeling, renovation, maintenance, or repairs to existing facilities, through means including, but not be limited to:

A. competitive bids;

B. design-build pursuant to F.S. 287.055;

C. selecting a construction management entity, pursuant to F.S. 255.103 or 287.055, that would be responsible for all scheduling and coordination of both the design and construction phases and would be responsible for the successful, timely, and economical completion of the construction project;

D. selecting a program management entity, pursuant to F.S. 255.103 or 287.055, that would act as the agent of the Board and would be responsible for schedule control, cost control, and coordination in providing or procuring planning, design, and construction services;

E. proposals to enter into a public-private partnership with a private entity for the acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of a qualifying project pursuant to F.S. 255.065;

   The Superintendent shall be responsible for submitting proposed public-private partnership agreements to the Board for consideration, including unsolicited proposals from private entities. The Board shall evaluate and consider all proposed public-private partnership agreements pursuant to the guidelines set forth in F.S. 255.065.

F. day-labor contracts not exceeding $200,000 for construction, renovation, remodeling, or maintenance of existing facilities.

   Beginning January 2009, this amount shall be adjusted annually based upon changes in the Consumer Price Index.

   For purposes of this policy, "day-labor contract" means a project constructed using persons employed directly by the Board or by contracted labor.

Bonds

A. For Projects Costing Less than $200,000

In order to encourage participation in construction, remodeling, and renovation projects by small, woman-owned, and minority-owned businesses, no bid security or performance or payment bond shall be required for bids in an amount less than $200,000, unless it is determined necessary by the Superintendent. If bonds are required, the information will be specified in the project documentation and the provisions of subjection B below will apply.

B. For Projects Costing $200,000 or Greater

Bonds may be required as specified in the bids for construction, remodeling, and renovation of District facilities must be accompanied by a bid security meeting the following requirements, for bids $200,000 or greater:

1. Bid security shall be a certified check, cashier's check, Treasurer's check, bank draft, or bid bond acceptable to the Board in a form and manner that is acceptable to the Board.

2. Should the accepted bidder refuse to enter into the contract or fail to furnish performance and materials and payment bonds, the amount of the bid security may be forfeited to the District.

The accepted bidder must deliver performance and payment bonds equal to the contract price, no later than the date of execution of the contract or the first request for payment under the contract, whichever is first. Bonds must be issued by surety companies admitted to do business in the State of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds.

Notice and Terms

The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida statutes and State Board of Education Rules and contains the information needed by the prospective bidders, to include the following:

A. date, time, and place relating to submitting of bids;

B. procedures for presenting bids;

C. conditions and terms for receiving bids;

D. procedures to be followed in the opening and presenting bids to the Board; and

E. conditions for awarding contracts based on bids.

These provisions shall be followed for construction bids:

A. The bid time and date shall be established by the Superintendent or designee.

B. Bids by telegram or facsimile shall not be accepted nor shall any other type of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the District office.

C. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for the opening of bids.

D. All bids shall be opened, read aloud, and recorded.

E. Unless all bids are rejected by the Board for valid reasons, the contract shall be awarded to the lowest responsible bidder meeting all requirements and specifications.

The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single course of supply, unless the Board, after consideration of all available alternative materials and systems, determines that the specifications of a sole material or system is justifiable.

All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by Florida statutes and Policy 6320 - *Purchasing and Contracting for Commodities and Contractual Services*, shall constitute a waiver of

any further right to protest such bid award.

Competitive Solicitation Requirements for Construction Contracting

Contracts governed by this policy shall be approved and executed as set forth below. A "construction project" shall be deemed to include a single contract or group of contracts with the same provider which is directly connected in terms of time, location, or services, such that a reasonable person would consider the services to be provided as a single project.

A. Construction Projects Involving Expenditures of $0.00 - $25,000.00

Contracts for construction projects involving expenditures of $0.00 - $25,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

   Unless otherwise deemed appropriate by the Director of Facilities, contracts governed by this subsection do not require the assistance and services of a registered architect/engineer.

2. Direct Negotiations Authorized

   Unless otherwise deemed appropriate by the Director of Facilities, contracts governed by this subsection do not require solicitation of formal bids. The District may negotiate directly with potential service providers for contracts governed by this subsection. In order to secure the most efficient and effective contracts, the District is encouraged to secure multiple quotes or to negotiate with multiple providers before entering into contracts hereunder.

B. Construction Projects Involving Expenditures of $25,000.01 - $75,000.00

Contracts for construction projects involving expenditures of $25,000.01 - $75,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

   Unless otherwise deemed appropriate by the Director of Facilities **or as otherwise provided in F.S. 481.229 and 1013.45**, contracts **for which the construction costs is less than $50,000 or for the placement or hookup of relocatable educational facilities that conform with standards adopted under F.S. 1013.37** ~~**governed by this subsection**~~ do not require the assistance and services of a registered architect/engineer.
   Contracts for which the construction cost exceeds $50,000 shall require the assistance and services of a registered architect/engineer.

2. Three (3) Quotations Required

   Unless otherwise deemed appropriate by the Director of Facilities, contracts governed by this subsection do not require solicitation of formal bids. The District may approve and enter into contracts governed by this subsection after securing three (3) written quotes and conducting any further negotiations that may be deemed appropriate, the Superintendent shall recommend that the Board approve a purchase order or execute a contract with the most efficient and effective proposer.

C. Construction Projects, Other Than Electrical Projects, Involving Expenditures of $75,000.01 - $300,000.00

Contracts for construction projects, other than electrical projects, involving expenditures of $75,000.01 - $300,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

   Contracts governed by this subsection shall require the assistance and services of a registered architect/engineer.

2. Three (3) Quotations Required

   Unless otherwise deemed appropriate by the Director of Facilities, contracts governed by this subsection do not require solicitation of formal bids. The District may approve and enter into contracts governed by this subsection after securing three (3) written quotes from qualified providers. After securing the quotes and conducting any further negotiations that may be deemed appropriate, the Superintendent shall recommend that the Board approve a purchase order or execute a contract with the most efficient and effective proposer.

D. Electrical Projects Involving Expenditures of $75,000.01 - $200,000.00

Contracts for electrical projects involving expenditures of $75,000.01 - $200,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

   Contracts governed by this subsection shall require the assistance and services of a registered architect/engineer.

2. Bid Solicitation Required

   Contracts governed by this subsection shall be advertised in conformance with the procedures outlined in this section.

   a. Legal Notice

      The District shall publish notice of projects governed by this section in a local newspaper with general circulation throughout the District for a minimum of once per week for three (3) consecutive weeks with the last publication appearing at least seven (7) days prior to bid opening.

   b. Rejection of Bids/Waiver of Technicalities

      The Board reserves the right in its sole discretion to reject all bids and to waive technicalities in any and all bids.

E. Construction Projects Involving Expenditures in Excess of $300,000.00

Contracts for projects involving expenditures in excess of $300,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

   Contracts governed by this subsection shall require the assistance and services of a registered architect/engineer.

2. Bid Solicitation Required

   Contracts governed by this subsection shall be advertised in conformance with the procedures outlined in this section.

   a. Legal Notice

      The District will publish notice of projects governed by this section in a local newspaper with general circulation throughout the District for a minimum of once per week for three (3) consecutive weeks with the last publication appearing at least seven (7) days prior to bid opening.

   b. Rejection of Bids/Waiver of Technicalities

      The Board reserves the right in its sole discretion to reject all bids and to waive technicalities in any and all bids.

F. Construction Projects Involving Fifty Percent (50%) or More State-Appropriated Funds

For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from State-appropriated funds which have been appropriated at the time of the competitive solicitation, the Board will not use a policy that provides a preference based upon the contractor's:

1. maintaining an office or place of business within a particular local jurisdiction;

2. hiring employees or subcontractors from within a particular local jurisdiction; or

3. prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any such competitive solicitation, the Board will disclose in the solicitation document that any applicable local policy does not include any of the preferences listed above.

Exception to Construction Requirements

The Board may, with a majority vote at a public meeting that begins no earlier than 5 p.m., adopt a resolution to implement one (1) or more of the exceptions to the educational facilities construction requirements described below.

The Board's resolution may propose the implementation of exceptions to requirements of the uniform Statewide building code for the planning and construction of public educational and ancillary plants relating to the following:

A. Interior non-load bearing walls by approving the use of fire-rated wood stud walls in new construction or remodeling for interior non-load bearing wall assemblies that will not be exposed to water or located in wet areas.

B. Walkways, roadways, driveways, and parking areas by approving the use of designated, stabilized, and well-drained gravel or grassed student parking areas.

C. Standards for relocatables used as classroom space by approving construction specifications for installation of relocatable buildings that do not have covered walkways leading to the permanent buildings onsite.

D. Site lighting by approving construction specifications for site lighting that:

1. Do not provide for lighting of gravel or grassed auxiliary or student parking areas.

2. Provide lighting for walkways, roadways, driveways, paved parking lots, exterior stairs, ramps, and walkways from the exterior of the building to a public walkway through the installation of a timer that is set to provide lighting only during periods when the site is occupied.

3. Allow lighting for building entrances and exits to be installed with a timer that is set to provide lighting only during periods in which the building is occupied. The minimum illumination level at single-door exits may be reduced to no less than one (1) foot-candle.

E. Any other provisions that limit the ability of a school to operate in a facility on the same basis as a charter school pursuant to F.S. 1002.33(18) so long as the regional planning council determines that there is sufficient shelter capacity within the District as documented in the Statewide Emergency Shelter Plan.

Opening of Competitive Bids

Notwithstanding F.S. 119.071(1, b), in any competitive solicitation for construction or repairs on a Board building or facility, the Superintendent will:

A. open the sealed bid, or the portion of the sealed bid that includes the price submitted, at a public meeting conducted in compliance with F.S. 286.011 and Board Bylaw 0164 - *Notice of Meetings*, and Bylaw 0168 - *Minutes*;

B. announce the name of each bidder and the price submitted in the bid at that meeting; and

C. make available the name of each bidder and the price submitted in the bid, upon request.

Receipt of Less than Two (2) Responsive Proposals for Commodities and Contractual Services

In the event the Board receives less than the two (2) responsive proposals for commodities and contractual services, the Board may negotiate on the best terms and conditions or decide to reject all proposals. The Board shall document the reasons for the decision to negotiate terms and conditions with the sole proposer in lieu of re-soliciting proposals.

Contract Execution

Contracts governed by this policy shall be awarded to the lowest responsive and responsible bidder, considering the base bid and accepted alternatives; and be executed pursuant to Policy 6320 - *Purchasing and Contracting for Goods and Services*. Award of a bid by the Board shall only represent an identification by the Board that a bid represents the lowest responsible bid received by the District. Award of the bid shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract in a form satisfactory to the District.

Each Board contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

A. keep and maintain public records that ordinarily and necessarily would be required by the Board in order to perform the service under the contract;

B. provide the public with access to its public records on the same terms and conditions as the Board would provide the records, and at a cost that does not exceed the cost provided in Policy 8310 - *Public Records*;

C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

D. meet all requirements for retaining public record and, upon termination of the contract, transfer to the Board, at no cost, all public records in its possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the Board's information technology systems.

Certified Copy of Recorded Bond

Before commencing the work or before recommencing the work after a default or abandonment, the contractor shall provide to the Board a certified copy of the recorded bond. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the Board may not make a payment to the contractor until the contractor has complied with this paragraph. This paragraph applies to contracts entered into on or after October 1, 2012.

Consultant Agreements

The Superintendent may enter into agreements with consultants not to exceed $50,000 for the total school year to provide training and advisory services. Agreements must be signed by the consultant and approved to form by the general council authority prior to the performance of services. Amounts in excess of these must be approved by the School Board. Partial payments shall be made to the consultant while services are rendered. Final payment will not be paid until all services and supportive documentations have been completed.

Revised 2/5/19
Revised 8/27/19
Revised 2/11/20
Revised 10/13/20
Revised 7/20/21

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Legal	F.S. 255.05
	F.S. 255.0516
	F.S. 255.0518
	F.S. 255.065
	F.S. 255.0991
	F.S. 287.055
	F.S. 1001.43
	F.S. 1010.04
	F.S. 1010.07(2)
	F.S. 1010.48
	F.S. 1013.385
	F.S. 1013.45
	F.S. 1013.46
	F.S. 1013.47
	Purchasing Policies, F.A.C. 6A-1.012
	Educational Facilities, F.A.C. 6A-2.0010

Last Modified by Lisa Becker on June 16, 2022

Book	Policy Manual
Section	Revised Volume 22 No. 2
Title	PROCUREMENT – FEDERAL GRANTS/FUNDS
Code	po6325 jmm04262022
Status	
Adopted	June 13, 2017
Last Revised	July 20, 2021

6325 - **PROCUREMENT – FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, School Board policies, and administrative procedures.

The Superintendent shall have and hold a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320, AP 6320A, and AP 6325.

All Federally-funded contracts in excess of $2,000 related to construction, alteration, repairs, painting, decorating, etc. of public buildings or public works must comply with Davis-Bacon and Related Acts prevailing wage requirements.

The District shall take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in accordance with 2 C.F.R. 200.321.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1129, Policy 3129, and Policy 4129 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions for the acquisition of property or services required under a Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

A. unreasonable requirements on firms in order for them to qualify to do business

B. unnecessary experience and excessive bonding requirements

C. noncompetitive pricing practices between firms or between affiliated companies

D. organizational conflicts of interest

E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement

F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

The District shall require that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to provide maximum open and free competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

Solicitation Language (Purchasing Procedures)

The District shall have written procurement procedures that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall have and use documented procedures, consistent with the standards described for the following methods of procurement:

A. Informal Procurement Methods

1. Micro-purchases

   Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed **$4,999.99~~$10,000~~**. To the maximum extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable based on research, experience, purchase history or other relevant information and documents filed accordingly. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

2. Small Purchases

   Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of $**10,000.00~~4,999.99~~**. Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of $**50,000.00~~4,999.99~~**. **Small purchase procedures require that price or rate quotations**

shall be obtained from an adequate number of qualified sources.

B. Formal Procurement Methods

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in 200.319 or non-competitive procurement. The formal methods of procurement are:

1. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to $**50,000.00**~~**25,000**~~ or greater and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed $**50,000.00**~~**25,000**~~.

In order for sealed bidding to be feasible, the following conditions shall be present:

a. a complete, adequate, and realistic specification or purchase description is available;

b. three (3) or more responsible bidders are willing and able to compete effectively for the business; and

c. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from **an adequate number** ~~**three (3) or more sources**~~ of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly posted.

b. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.

c. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.

d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.

e. The Board reserves the right to reject any or all bids for sound documented reason.

2. Proposals

Procurement by proposals is a method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

a. Requests for proposals shall be publicly posted and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.

b. Proposals shall be solicited from **an adequate number of** ~~**three (3) or more**~~ sources.

c. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price

is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms are a potential source to perform the proposed effort.

3. Noncompetitive Procurement

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

a. micro-purchases

b. the item is available only from a single source

c. the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation

d. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District

e. after solicitation of a number of sources, competition is determined to be inadequate

Domestic Preference for Procurement

As appropriate and to the extent consistent with law, the District shall, to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards including all contracts and purchase orders for work or products under the Federal award.

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of $25**0**,000**.00**, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is to be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wage, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an

agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over $25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Maintenance of Procurement Records

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

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Revised 2/5/19
Revised 8/27/19
Revised 2/23/21
Revised 7/20/21

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Legal	2 C.F.R. 200.317-.326
	Appendix II to Part 200
	2 C.F.R. 200.520

Last Modified by Maria Cain on May 26, 2022

Book	Policy Manual
Section	Revised Volume 22 No. 2
Title	REEMPLOYMENT ASSISTANCE
Code	po6530 KS 04212022
Status	
Adopted	June 13, 2017

6530 - **REEMPLOYMENT ASSISTANCE**

The School Board recognizes that it has a responsibility to comply fully with statutes pertaining to the State of Florida's **Reemployment**~~**Unemployment**~~ Compensation Tax. Accordingly, the required quarterly reports shall be submitted to the Internal Revenue Service, Social Security Administration, and the State of Florida Department of Economic Opportunity to ensure said statutory compliance by the fifth working day following the end of the quarter.

When an employee applies for **reemployment** ~~**unemployment**~~ compensation, the Human Resources Department may investigate and provide documentation to the Florida Department of Economic Opportunity that will enable the Department to approve or deny the benefit.

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Legal	F.S. 443.036
	F.S. 443.191

Last Modified by Kendra Sittig on April 21, 2022

Book	Policy Manual
Section	Revised Volume 22 No. 2
Title	BONDING
Code	po8740 jm 5.17.22
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Adopted	June 13, 2017

8740 - **BONDING**

The School Board recognizes that prudent trusteeship of the resources of this District dictate that employees responsible for the safekeeping of District monies and property be bonded **or insured**.

~~**The District shall be indemnified against loss of money and property by bonding of employees holding the positions and in the amounts determined by the Board.**~~

All other employees handling money shall be covered under a blanket bond **or crime policy** in an amount determined by the Board.

The Board shall bear the cost of bonding**/insuring** ~~**each**~~ employee**s** ~~**required to be bonded by this policy**~~ **covered by the bond or insurance policy.**

Fla. Const. Art.II, s.5; F.S. 1001.42, 1010.07

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Legal	F.S. 1001.42
	F.S. 1010.40
	F.S. 1010.41

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Book	Policy Manual
Section	Revised Special Update May 2022
Title	STUDENT SUPERVISION AND WELFARE
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Adopted	June 13, 2017
Last Revised	August 28, 2018

1213 - **STUDENT SUPERVISION AND WELFARE**

Each administrator shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities which include but are not limited to, the following:

A. An administrator shall report immediately any accidents or safety hazards, about which **they are~~s/he is~~** informed or detects to **their~~his/her~~** supervisor as well as to other authorities or District staff members as may be required by established policies and procedures.

B. An administrator shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, in accordance with Policy 8406 - *Reports of Suspicious Activity and Potential Threats to Schools*.

C. An administrator shall require staff under **their~~his/her~~** supervision to provide proper instruction in safety matters as presented in assigned course guides.

D. An administrator shall not send students on any non-school related errands.

E. **An administrator shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.~~An administrator shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.~~**

F. **An administrator shall notify the parent of a student if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and in the school's ability to provide a safe and supportive learning environment for the student. Notice shall be made as soon as reasonably possible. The administrator shall make a good faith effort to speak with the parent either in person or by telephone, with follow-up written notice by e-mail or U.S. mail.~~An administrator shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An administrator who knowingly distributes any such material to a minor also commits a felony under State law, and is subject to disciplinary action up to and including termination.~~**

G. **An administrator may not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.~~An administrator shall not disclose personally identifiable information about a student to third persons unless specifically authorized by law or the student's parent(s) to do so.~~**

H. An administrator shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other

inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.~~An administrator who is transporting a student should not do so unless accompanied by another adult.~~

I. An administrator shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An administrator who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.~~A student shall not be required to perform work or services that may be detrimental to his/her health.~~

J. An administrator shall not disclose personally identifiable information about a student to third persons unless specifically authorized by law or the student's parent(s) to do so.~~Administrators shall not engage students in social media and online networking media, such as Facebook, Twitter, MySpace, etc.~~

K. An administrator who is transporting a student should not do so unless accompanied by another adult.
L. A student shall not be required to perform work or services that may be detrimental to their health.
M. Administrators **shall not engage** students in social media and online networking media, such as Facebook, Twitter, Instagram, etc.

N. ~~Administrators are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.~~

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and School Board Policy 8462, each administrator shall report to the proper legal authorities immediately any sign of suspected child abuse, abandonment, or neglect.

Revised 8/28/18

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Legal F.S. 119.011
F.S. 847.012
F.S. 1001.51
F.S. 1002.22
F.S. 1003.32
F.S. 1006.07
20 U.S.C. 1232
34 C.F.R. Part 99

Last Modified by Jill Kolasa on August 31, 2022

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Last Revised	March 8, 2022

1590 - **PERSONNEL FILE**

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The School Board requires that sufficient records exist to determine an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Florida. Materials relating to work performance, discipline, suspension, or dismissal will be reduced to writing and signed by a person competent to know the facts or make the judgment. The resignation or termination of an employee before an investigation of alleged misconduct by the employee affecting the health, safety, or welfare of a student is concluded must be clearly indicated in an employee's personnel file.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its administrative staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or

B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Notwithstanding F.S. 1012.31(3)(a)1, 1012.796(4), and this policy, within twenty-four (24) hours after a law enforcement agency provides the Superintendent with notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

Materials relating to work performance, discipline, or dismissal must be reduced to writing and signed by an individual competent to know the facts or make the judgment. In cases of separation due to termination or resignation in lieu of termination, the person shall execute and maintain an affidavit of separation, on the form adopted by the Florida Department of Education, setting forth in detail the facts and reasons for such separation. The affidavit must expressly disclose when separation is due to a report of sexual

misconduct with a student. The affidavit of separation must be executed under oath and constitutes an official statement within the purview of F.S. 837.06. The affidavit of separation must include conspicuous language that intentional false execution of the affidavit constitutes a misdemeanor of the second degree.

Regardless of the status of an investigation, any legally sufficient complaint will be filed in writing with Florida Department of Education (FLDOE) within thirty (30) days after the date on which the subject matter of the complaint comes to the attention of the District pursuant to F.S. 1012.796(1)(d)1. A complaint is legally sufficient if it contains ultimate facts that show a violation has occurred as provided in F.S. 1012.795 and defined by rule of the State Board of Education.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

A. by certified mail, return receipt requested, to **the employee's** ~~**his/her**~~ address of record; or

B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

The Human Resources Department shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

A copy of each such entry shall be given to the employee upon request.

The employee shall have access to **the employee's** ~~**his/her**~~ file upon request.

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Revised 3/8/22

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Legal	F.S. 119.011
	F.S. 119.07
	F.S. 119.071
	F.S. 1012.31

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Book	Policy Manual
Section	Revised Special Update May 2022
Title	PROGRAM OF INSTRUCTION
Code	po2215 JM 8/9/2022
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Adopted	March 8, 2022

2215 - **PROGRAM OF INSTRUCTION**

The School Board's program of instruction shall provide all courses required for middle grades promotion, high school graduation, and appropriate instruction designed to ensure that students meet State Board of Education adopted standards in the following subject areas: reading and other language arts, mathematics, science, computer science and technology, social studies, foreign languages, health and physical education, and the arts.

Development of Program of Instruction

A program of instruction shall be developed and implemented by the Superintendent as follows:

A. Elementary School

The primary purpose of the elementary school shall be to serve each individual student by promoting opportunities for optimum learning development. The program of instruction in the elementary school shall promote the language arts, mathematics, social studies, science, health and physical education, music, art, and other disciplines as shall be considered necessary to a well-rounded elementary school program. A procedure shall be established by which schools may recommend for approval courses or programs to meet the unique needs of students. Each subject field shall, insofar as practicable, embrace in the materials used and in the teaching procedures employed, instruction in study and work habits, career awareness, library usage, safety, thrift, conservation, health and hygiene, citizenship, the establishment of purpose, and the development of character and morality. Provision shall be made for the inculcation of ideals of group and individual behavior; to this end, organized play, intramural sports and games, hobby groups, and other organized student activities shall be fostered.

B. Middle School

The primary purpose of the middle school shall be to promote an expanded educational experience to meet the needs of the students in the seventh and eighth grades of school. The District-wide program of studies and services adopted by the School Board shall determine the specific offerings. An approval process shall be established by which schools may recommend courses or programs to meet the unique needs of students. Activities which offer desirable experience, such as band (or music), dance, visual arts, drama, creative writing, athletics, and student government, etc., shall be promoted.

C. Senior High School

The primary purpose of the senior high school shall be to promote education which fits the needs of all students. Courses shall be offered at a level which will challenge students to perform to their capacity. The District-wide studies adopted by the Board shall determine the specific offerings. Library and counseling services shall be provided to enable educational objectives to be met. Student government, publications, drama, music, visual arts, a broad program of athletics, and social activities, etc., shall be promoted for the development of well-rounded citizens.

D. **Instruction in Sexual Orientation/Gender Identity**

Classroom instruction by school personnel or third parties on sexual orientation or gender identity may not occur in kindergarten through grade 3 or in other grades in a manner that is not age-appropriate or

developmentally appropriate for students, in accordance with State standards.

E. ~~**Character-Development Program**~~

~~**The Board shall provide a character-development program which is secular in nature in kindergarten through grade 12. The Superintendent shall develop, and the Board shall adopt, a curriculum for the character-development program that shall be submitted to the Florida State Department of Education (FLDOE) for approval. The character-development curriculum shall stress the qualities of patriotism; responsibility; citizenship; kindness; respect for authority, life, liberty, and personal property; honesty; charity; self-control; racial, ethnic, and religious tolerance; and cooperation. The character-development curriculum for grades 9 through 12 shall, at a minimum, include instruction on developing leadership skills, interpersonal skills, organization skills, and research skills; creating a resume, including a digital resume, exploring career pathways; using state career planning resources; developing and practicing the skills necessary for employment interviews; conflict resolution, workplace ethics, and workplace law; managing stress and expectations; and developing skills that enable students to become more resilient and self-motivated.**~~

~~**The character-development program shall incorporate the values of the recipients of the Congressional Medal of Honor and will be offered as part of social studies, English Language Arts, or other schoolwide character building and veteran awareness initiatives.**~~

Required Instruction

Instructional staff members, subject to Board policy and State Board of Education rules, shall teach efficiently and faithfully, using the books and materials required that meet the highest standards of professionalism and historic accuracy, following the prescribed courses of study, and employment approved methods of instruction, the following:

A. The history and content of the Declaration of Independence, including national sovereignty, natural law, self-evident truth, equality of all persons, limited government, popular sovereignty, and inalienable rights of life, liberty, and property, and how they form the philosophical foundation of our government.

B. The history, meaning, significance, and effect of the provisions of the Constitution of the United States and amendments thereto, with emphasis on each of the ten (10) amendments that make up the Bill of Rights and how the constitution provides the structure of our government.

C. The arguments in support of adopting our republican form of government as they are embodied in the most important of the Federalist Papers.

D. Flag education including proper flag display and flag salute.

E. The elements of civil government, including the primary functions of and interrelationships between the Federal government, the State, and its counties, municipalities, school districts, and special districts.

F. The history of the United States, including the period of discovery, early colonies, the war for independence, the Civil War, the expansion of the United States to its present boundaries, the world wars, and the civil rights movement to the present. American history shall be viewed as factual, not as constructed, shall be viewed as knowable, teachable, and testable, and shall be defined as the creation of a new nation based largely on the universal principles stated in the Declaration of Independence.

G. The history of the Holocaust (1933-1945), the systematic, planned annihilation of European Jews and other groups by Nazi Germany, a watershed event in the history of humanity, to be taught in a manner that leads to an investigation of human behavior, an understanding of the ramifications of prejudice, racism, and stereotyping, and an examination of what it means to be a responsible and respectful person, for the purposes of encouraging tolerance of diversity in a pluralistic society and for nurturing and protecting democratic values and institutions, including the policy, definition, and historical and current examples of anti-Semitism, as described in F.S. 1000.05(7), and the prevention of anti-Semitism.

The Superintendent will annually certify and provide evidence to the Florida Department of Education, in a manner prescribed by the Department, that the requirements of this paragraph have been met.

H. The history of African Americans, including the history of African peoples before the political conflicts that led to the development of slavery, the passage to America, the enslavement experience, abolition, and the **history and** contributions of ~~**African**~~ Americans **of the African diaspora** to society. Instructional materials shall include the contributions of African Americans to American society. **Students shall develop an understanding of the ramifications of prejudice, racism, and stereotyping on individual freedoms, and examine what it means to be a responsible and respectful person, for the purpose of encouraging tolerance of diversity in a pluralistic society and for nurturing and protecting democratic values and institutions. Instruction shall include the roles and contributions of individuals from all walks of life and their endeavors to learn and thrive throughout history as artists, scientists, educators,**

businesspeople, influential thinkers, members of the faith community, and political and governmental leaders and the courageous steps they took to fulfill the promise of democracy and unite the nation. Instructional materials shall include the vital contributions of African Americans to build and strengthen American society and celebrate the inspirational stories of African Americans who prospered, even in the most difficult circumstances. Instructional personnel may facilitate discussions and use curricula to address, in an age-appropriate manner, how the individual freedoms of persons have been infringed by slavery, racial oppression, racial segregation, and racial discrimination, as well as topics relating to the enactment and enforcement of laws resulting in racial oppression, racial segregation, and racial discrimination and how recognition of these freedoms has overturned these unjust laws. However, classroom instruction and curriculum may not be used to indoctrinate or persuade students to a particular point of view inconsistent with the principles enumerated in F.S. 1003.42 or the State academic standards.

I. The elementary principles of agriculture.

J. The true effects of all alcoholic and intoxicating liquors and beverages and narcotics upon the human body and mind.

K. Kindness to animals.

L. The history of the State.

M. The conservation of natural resources.

N. Comprehensive **age-appropriate and developmentally appropriate K-12 instruction on:**

1. health education that addresses concepts of community health; consumer health; environmental health; **and** family life, including**:**
    1. ~~**an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy; mental and emotional health;**~~ injury prevention and safety; ~~**first aid and CPR training;**~~
    2. Internet safety;
    3. nutrition;
    4. personal health;
    5. prevention and control of disease; ~~**and**~~
    6. substance use and abuse~~.~~ **; and,**
    7. **prevention of child sexual abuse, exploitation, and human trafficking**.
2. **For students** ~~**The health education curriculum for students**~~ in grades 7 through 12 ~~**shall include a**~~ teen dating violence and abuse**. This** component~~-~~ **must**~~that~~ **include**~~includes~~, but ~~**is**~~ not **be** limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.
3. **For students in grades 6 through 12, awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.**
4. Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including:
    a. **self-awareness and self-management;**
    b. **responsible decision-making;**
    c. **resiliency;**
    d. **relationship skills and conflict resolution;**
    e. **understanding and respecting other viewpoints and backgrounds; and,**
    f. **for grades 9 through 12, developing leadership skills, interpersonal skills, organizational skills, and research skills; creating a resume, including a digital resume; exploring career pathways; using State career planning resources; developing and practicing the skills necessary for employment interviews; workplace ethics and workplace law; managing stress and expectations; and self-motivation.**

    Health education and life skills instruction and materials will not contradict the principles enumerated in F.S. 1003.42.

    The health education curriculum will include basic training in first aid, including at least one (1) hour of cardiopulmonary resuscitation (CPR) instruction for students in grades 9 and 11.

O. **See also Board Policy 2280 and Policy 2417.**

P. **Personal financial literacy and money management. [Beginning with students entering grade 9 in the 2023-2024 school year]**

Each student must earn one-half (1/2) credit. Instruction must include discussion or instruction in all of the following: types of bank accounts offered, opening and managing a bank account, and assessing the quality of a depository institution's services; balancing a checkbook; basic principles of money management, such as spending, credit, credit scores, and managing debt, including retail and credit card debt; completing a loan application; receiving an inheritance and related implications; basic principles of personal insurance policies; computing Federal income taxes; local tax assessments; computing interest rates by various mechanisms; simple contracts; contesting an incorrect billing statement; types of savings and investments; State and Federal laws concerning finance.

Q. Such additional materials, subjects, courses, or fields in such grades as are prescribed by law or by rules of the State Board of Education and the Board in fulfilling the requirements of law.

R. The study of Hispanic contributions to the United States.

S. The study of women contributions to the United States.

T. The nature and importance of free enterprise to the United States economy.

U. **Civic and character education on the qualities and responsibilities of patriotism and citizenship including, kindness, respect for authority, life, liberty, personal property, honesty, charity, racial, ethnic, and religious tolerance and cooperation. Additionally, for grades 11 and 12, the education shall include the topic of voting using the uniform primary and general election ballot described in F.S. 101.151.** An integrated civic education curricula **shall meet** ~~**that meets**~~ the requirements of F.S. 1003.44(6)(a).

V. In order to encourage patriotism, the sacrifices that veterans and Medal of Honor Recipients have made in serving our country and protecting democratic values worldwide. Such instruction must occur on or before Medal of Honor Day, Veterans' Day, and Memorial Day. Members of the instructional staff are encouraged to use the assistance of local veterans and Medal of Honor Recipients when practicable.

Efficient and faithful teaching of the required topics must be consistent with the ~~**Next Generation Sunshine**~~ State **academic standards** ~~**Standards, and**~~ the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards~~.~~**, and the principles stated in F.S. 1003.42**. Efficient and faithful teaching further means that any discussion is appropriate for the age and maturity level of the students, and teachers serve as facilitators for student discussion and do not share their personal views or attempt to indoctrinate or persuade students to a particular point of view that is inconsistent with the ~~**Next Generation Sunshine**~~ State **academic standards** ~~**Standards**~~ and the B.E.S.T. Standards.

Instruction on the required topics must be factual and objective, and may not suppress or distort significant historical events, such as the Holocaust, and may not define American history as something other than the creation of a new nation based largely on universal principles stated in the Declaration of Independence.

Instruction in Operation of Motor Vehicles

See Board Policy 2432.

~~**Instruction in Health Education**~~
~~**See Board Policy 2280 and Policy 2417.**~~

Computer Science and Technology Instruction

"Computer science" is the study of computers and algorithmic process, including their principles, hardware, and software designs, applications, and their impact on society, and includes computer coding and computer programming.

The Board shall provide students in grades K-12 opportunities for learning computer science including, but not limited to, computer coding and computer programming. Computer science courses offered in middle and high schools shall include the opportunity to earn industry certifications, when possible. Coding instruction may be provided in elementary and middle schools. Instruction to develop students' computer usage and digital literacy skills may be provided in middle school.

Exemptions from Certain Instruction

Any student whose parent makes a written request to the Principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted will not be penalized by reason of that exemption.

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Legal	F.S. 1001.51
	F.S. 1003.42
	F.S. 1003.4205
	F.S. 1003.44
	F.S. 1003.48
	F.S. 1007.2616
	F.A.C. 6A-1.094124

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2410 - **SCHOOL HEALTH SERVICES**

School Health Services

The School Board shall cooperate with the Hernando County Health Department to address all school health matters as required by the School Health Services Act (F.S. 381.0056). The District, including the school health advisory committee, and the Hernando County Health Department shall jointly develop a school health services plan approved by the Board.

The "school health services plan" will describe the services to be provided, the responsibility for the provision of the services, the anticipated expenditures to provide the services, and evidence of cooperative planning by the District, including the school health advisory committee, and the Hernando County Health Department. Each school health advisory committee must, at a minimum, include members who represent the eight (8) component areas of the Coordinated School Health model as defined by the Centers for Disease Control and Prevention.

The Superintendent, in addition to the school health advisory committee, shall develop the school health services plan jointly with the Hernando County Health Department and submit it to the Board for approval.

The school health services plan will be completed biennially and approved and signed by the Superintendent, Board Chairperson, Hernando County Health Department medical director or administrator, and the Department of Health's district administrator. The school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the Superintendent and the Hernando County Health Department medical director or administrator.

The school health services plan is to include, at a minimum, provisions for all of the following at the appropriate age:

A. health appraisal;

B. records review;

C. nurse assessment;

D. nutrition assessment;

E. a preventive dental program;

F. vision screening;

G. hearing screening;

H. scoliosis screening;

I. growth and development screening;

J. health counseling;

K. referral and follow-up of suspected or confirmed health problems by the Hernando County Health Department;

L. meeting emergency health needs in each school;

M. county health department personnel to assist school personnel in health education curriculum development;

N. referral of students to appropriate health treatment, in cooperation with the private health community whenever possible;

O. consultation with a student's parent or guardian regarding the need for health attention by the family physician, dentist, or other specialist when definitive diagnosis or treatment is indicated;

P. maintenance of records on incidents of health problems, corrective measures taken, and such other information as may be needed to plan and evaluate health programs; except, however, that provisions in the plan for maintenance of health records of individual students must be in accordance with F.S. 1002.22;

Q. health information which will be provided by the school health nurses, when necessary, regarding the placement of students in exceptional student programs and the reevaluation at periodic intervals of students placed in such programs;

R. notification to the local nonpublic schools of the school health services program and the opportunity for representatives of the local nonpublic schools to participate in the development of the cooperative health services plan;

S. a reasonable attempt to notify a student's parent, guardian, or caregiver if the student is removed from school, school transportation, or a school-sponsored activity to be taken to a receiving facility for an involuntary examination pursuant to F.S. 394.463; including and subject to the requirements and exceptions established under F.S. 1002.20 (3) and F.S. 1002.33 (9), as applicable.

Reasonable attempt to notify means the exercise of reasonable diligence and care by the principal to make contact with the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. At a minimum, the principal must take the following actions:

1. Use available methods of communication to contact the student's parent, guardian, or other known emergency contact including, but not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student;

2. Document the method and number of attempts made to contact the student's parent, guardian, or other known emergency contact, and the outcome of each attempt.

The principal who successfully notifies any other known emergency contact may share only the information necessary to alert such contact that the parent or caregiver must be contacted. All such information must be in compliance with Federal and State law.

T. budget and staffing information;

U. number and levels of public and nonpublic schools and number of student served;

V. communicable disease policies;

W. immunization policies;

X. initial school entry health examination policy;

Y. health services reporting procedure;

Z. advisory committee activities and membership; and

AA. School District and county public health unit personnel responsible for coordinating health services.

The school health services plan will describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of funding source.

Protocols for supervision of school health services personnel shall be described in the school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards. These shall be kept on file at the District and the Hernando County Health Department.

Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the Hernando County Health Department medical director in conjunction with the Board, school health advisory committee, the District medical consultant, or the student's private physician.

Notice to Parents

At the beginning of the school year, the District will notify parents of each healthcare service offered at their student's school and of the option to withhold consent or decline any specific service.

COVID-19 Prohibitions

Neither the Board nor any Board agent or employee may:

A. **impose a COVID-19 vaccination mandate for students; or**

B. **prohibit a student from attending school or school-sponsored activities, prohibit a student from being on school property, or subject a student to restrictions or disparate treatment, based on an exposure to COVID-19, so long as the student remains asymptomatic and has not received a positive test for COVID-19.**

Involuntary Examinations of Students

Before a principal contacts a law enforcement officer for possible removal of a student from school for involuntary examination, the principal must verify that the school has used de-escalation strategies and initiated outreach to a mobile response team, unless the principal reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others.

The principal may delay notification for no more than twenty-four (24) hours after a student is removed if the principal deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect; or the principal reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

The Superintendent is required to annually report to the Florida Department of Education the number of involuntary examinations, as defined in F.S. 394.455, which are initiated at a school, on school transportation, or at a school-sponsored activity.

Contact with Mental Health Professionals During a Student Crisis

During a student crisis situation, school or law enforcement personnel must make a reasonable attempt to contact a mental health professional who may initiate an involuntary examination pursuant to F.S. 394.463, unless the child poses an imminent danger to themselves or others, before initiating an involuntary examination pursuant to F.S. 394.463. Such contact may be in person or using telehealth as defined in F.S. 456.467. The mental health professional may be available to the District either by contracts or interagency agreements with the managing entity, one or more local community behavioral health providers, or the local mobile response team or be a direct or contracted District employee.

Mental Health Services

Mental health counseling services, case management services, and human and social services may be provided to students at a school site under mutual agreements with community-based public or private agencies. Each service provided shall be on a case-by-case basis with prior written approval of the student's parent or guardian.

The Superintendent shall work to assist schools in providing information to children and families by providing a directory of referral sources for professional mental health services for children and families in need of such services. All schools should reference the "Mental Health " for licensed Mental Health Professionals. The following information should be listed in the directory:

A. the location of a Referral Sources Manual

B. information on mental health referral

C. information on substance abuse referrals

D. phone numbers and addresses of mental health providers

E. a copy of the District's release letter for obtaining assistance

F. additional resource for outpatient/inpatient services

G. inpatient unit services for District children and adolescents

H. employee assistance programs and contacts

The Superintendent shall develop and update as needed administrative procedures to implement this policy.

Contracts with Mental Health Service Providers

The District may contract for mental health services with a community-based mental health service provider for mental health screening for the identification of mental health concerns. Any such agreement shall provide that students who may be at risk for mental health disorders and are referred to such a provider shall be assessed within fifteen (15) days of referral. Mental health services must be initiated within fifteen (15) days after identification and assessment, and support by community-based mental health service providers for students who are referred for community-based mental health services must be initiated within thirty (30) days after the school or District makes a referral.

Parents of a student receiving services under such a contract shall be provided information about other behavioral health services available through the student's school or local community-based behavioral health services providers by providing information about and Internet addresses for web-based directories or guides for local behavioral health services.

Individuals living in a household with a student receiving services under such a contract shall be provided information about behavioral health services available through other delivery systems or payors for which such individuals may qualify, if such services appear to be needed or enhancements in those individuals' behavioral health would contribute to the improved well-being of the student.

Water Safety and Swimming Certification

Beginning with the 2022-2023 school year, each school shall provide information on the important role water safety education courses and swimming lessons play in saving lives to a parent who initially enrolls their child in the school, or the student if the student is eighteen (18) years of age or older. The information will be provided electronically or in hard copy and must include local options for age-appropriate water safety courses and swimming lessons that result in a certificate indicating successful completion, including courses and lessons offered for free or at a reduced price.

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Legal

F.S. 39.201

F.S. 381.0056

F.S. 394.463

F.S. 349.495(7)

F.S. 1002.22

F.S. 1003.22

F.S. 1003.225

F.S. 1003.453

F.S. 1011.62

F.A.C. 64D-3.011

F.A.C. 64F-6.002

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Last Revised	March 8, 2022

2417 - **COMPREHENSIVE HEALTH EDUCATION**

Pursuant to State law, the School Board shall provide an evidence-based, medically-accurate comprehensive **instruction on:** ~~**health education curriculum**~~
health education that addresses concepts of community health~~,~~; consumer health~~,~~; environmental health~~,~~ **and** family life, including**:**
~~**an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy for one's life, health, and development; mental and emotional health;**~~ injury prevention and safety;
internet safety;
nutrition;
personal health;
prevention and control of disease;
substance use and abuse; and
prevention of child sexual abuse, exploitation, and human trafficking~~**teen dating violence and abuse.**~~

A. **life skills that build confidence, support mental and emotional health, and enable students to overcome**

1. **self-awareness and self-management;**
2. **responsible decision-making;**
3. **resiliency;**
4. **relationship skills and conflict resolution;**
5. **understanding and respecting other viewpoints and backgrounds;**
6. **for students in grades 9 through 12, developing leadership skills, interpersonal skills, organizational skills, and research skills; creating a resume, including a digital resume; exploring career pathways; using State career planning resources; developing and practicing the skills necessary for employment interviews; workplace ethics and workplace law; managing stress and expectations; and self-motivation.**

B. **for students in grades 7 through 12, teen dating violence and abuse. This component will include, but is not limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.**

C. **for students in grades 6 through 12, an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.**

The health education and life skills instruction and materials may not contradict the principles enumerated in F.S. 1003.42.

However, classroom instruction by school personnel or third parties on sexual orientation or gender identity may not occur in kindergarten through grade 3 or in other grades in a manner that is not age-appropriate or developmentally appropriate for students in accordance with State standards.

The Board shall provide instruction in acquired immune deficiency syndrome education as a specific area of health education in accordance with the requirements of F.S. 1003.46. Such instruction may include, but is not limited to, the known modes of transmission, signs and symptoms, risk factors associated with acquired immune deficiency syndrome, and means used to control the spread of acquired immune deficiency syndrome. The instruction shall be appropriate for the grade and age of the student and shall reflect current theory, knowledge, and practice regarding acquired immune deficiency syndrome and its prevention.

Throughout instruction in acquired immune deficiency syndrome, sexually transmitted diseases, or health education, when such instruction and course material contains instruction in human sexuality, schools shall:

A. **teach abstinence from sexual activity outside of marriage as the expected standard for all school-age students while teaching the benefits of monogamous heterosexual marriage;**

B. **emphasize that abstinence from sexual activity is a certain way to avoid out-of-wedlock pregnancy, sexually transmitted diseases, including acquired immune deficiency syndrome, and other associated health problems;**

C. **teach that each student has the power to control personal behavior and encourage students to base actions on reasoning, self-esteem, and respect for others; and,**

D. **provide instruction and material that is appropriate for the grade and age of the student.**

~~**The Board requires that this curriculum also include an evidence-based, medically-accurate, age-appropriate, and comprehensive reproductive and sexual health education curriculum. This curriculum shall include information about:**~~

A. ~~**abstinence as the only certain way to avoid pregnancy or sexually transmitted infections, including HIV/AIDS;**~~
B. ~~**the consequences of teenage pregnancy;**~~
C. ~~**the health benefits and side-effects of contraception and condoms;**~~
D. ~~**responsible decision-making, communication, and relationship skills;**~~
E. ~~**the importance of family-child communication; and**~~

F. ~~**prevention of child sexual abuse, exploitation, and human trafficking.**~~

This **instruction**~~**curriculum shall be taught beginning in the 7th grade and continue throughout high school and**~~ shall enable students to master the standards set forth in the ~~**Next Generation Sunshine State**~~ **academic standards**~~**Standards.**~~

The health education **instruction**~~**curriculum**~~ will include basic training in first aid, including at least one (1) hour of cardiopulmonary resuscitation (CPR) instruction for students in grades 9 and 11. The CPR training will be based on a nationally recognized program that uses current evidence-based emergency cardiovascular care guidelines. The instruction will allow students to practice the psychomotor skills associated with performing CPR. Students will be provided instruction in the use of automated external defibrillator when available.

Health~~**The health**~~ education ~~**curriculum**~~ materials shall, at all times, reflect current theory, knowledge, and practice, and shall be evidence-based and proven effective. The ~~**curriculum**~~ materials shall be available for review at each school site.

Parent Opt-Out

Any student whose parent makes a written request to the school principal shall be permitted to opt-out from the teaching of reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption and shall be given alternative assignments during this time.

Approval of Instructional Materials

The Board shall annually approve all instructional materials used to teach reproductive health or any disease, including HIV/AIDS, in an open, noticed public meeting.

Instructional Personnel Training

Personnel providing instruction in human sexuality shall receive training based on District approved standards, prior to presenting such instruction.

[ ] Instruction in CPR/AED

The Board further requires that the comprehensive health education curriculum include cardiopulmonary resuscitation (CPR) instruction, which includes psychomotor and automated external defibrillator (AED) skills, to all students.

The Board requires that the curriculum content on which this instruction is based be developed by the American Heart Association, American Red Cross or a nationally recognized program based on the most current national evidence-based emergency cardiovascular care guidelines for CPR. This curriculum content shall include at least the following:

A. Classroom instruction about the appropriate use of an automated external defibrillator (AED), which may be taught digitally (e.g., video, webinar, et cetera) and about the proper use of CPR.

B. Hands-on practice of the psychomotor skills of CPR to enhance the students' understanding of the cognitive knowledge presented.

This curriculum shall be taught beginning in the 7th grade and continue throughout high school and successful completion of the high school comprehensive health curriculum, which includes CPR instruction, is required for graduation. Although all students will be afforded the opportunity to earn CPR/AED certification, earning such certification shall not be required to demonstrate successful completion of the program of instruction at either the middle or high school levels.

Revised 3/8/22

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F.S. 1003.43
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F.S. 1003.46

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Section	Revised Special Update May 2022
Title	STUDENT SUPERVISION AND WELFARE
Code	po3213 JK08.31.22
Status	
Adopted	June 13, 2017
Last Revised	August 28, 2018

3213 - **STUDENT SUPERVISION AND WELFARE**

Each instructional staff member shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities which include but are not limited to, the following:

A. An instructional staff member shall report immediately to a building administrator any accidents or safety hazards **they~~s/he detect~~~~detects~~**.

B. An instructional staff member shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, in accordance with Policy 8406 - *Reports of Suspicious Activity and Potential Threats to Schools*.

C. An instructional staff member shall provide proper instruction in safety matters as presented in assigned course guides.

D. An instructional staff member shall not send students on any errands.

E. **An instructional staff member shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.~~An instructional staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.~~**

F. **An instructional staff member shall advise and consult with the principal if there is a change in a student's services or monitoring related to a student's mental, emotional or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student. The staff member shall assist the principal in notifying the parent of any such change.~~An instructional staff member shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An instructional staff member who knowingly distributes any such material to a minor also commits a felony under State law, and is subject to disciplinary action up to and including termination.~~**

G. **An instructional staff member shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.~~An instructional staff member shall not transport students in a private vehicle without the approval of the principal.~~**

H. An instructional staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

I. An instructional staff member shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An instructional staff member who knowingly distributes any

such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.

J. An instructional staff member shall not transport students in a private vehicle without the approval of the principal.
K. A student shall not be required to perform work or services that may be detrimental to their health.
L. Staff members **shall not engage** students in social media and online networking media, such as Facebook, Twitter, Instagram, etc.
M. ~~**Staff members are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.**~~

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and School Board Policy 8462, each instructional staff member shall report to the proper legal authorities immediately any sign of suspected child abuse, abandonment, or neglect.

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Legal

F.S. 119.011
F.S. 847.012
F.S. 1001.51
F.S. 1002.22
F.S. 1003.32
20 U.S.C. 1232
34 C.F.R. Part 99

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3590 - **PERSONNEL FILE**

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The School Board requires that sufficient records exist to determine an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Florida. Materials relating to work performance, discipline, suspension, or dismissal will be reduced to writing and signed by a person competent to know the facts or make the judgment. The resignation or termination of an employee before an investigation of alleged misconduct by the employee affecting the health, safety, or welfare of a student is concluded must be clearly indicated in an employee's personnel file.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its instructional staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or

B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Notwithstanding F.S. 1012.31(3)(a)1, 1012.796(4), and this policy, within twenty-four (24) hours after a law enforcement agency provides the Superintendent with notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

Materials relating to work performance, discipline, or dismissal must be reduced to writing and signed by an individual competent to know the facts or make the judgment. In cases of separation due to termination or resignation in lieu of termination, the person shall execute and maintain an affidavit of separation, on the form adopted by the Florida Department of Education, setting forth in detail the facts and reasons for such separation. The affidavit must expressly disclose when separation is due to a report of sexual

misconduct with a student. The affidavit of separation must be executed under oath and constitutes an official statement within the purview of F.S. 837.06. The affidavit of separation must include conspicuous language that intentional false execution of the affidavit constitutes a misdemeanor of the second degree.

Regardless of the status of an investigation, any legally sufficient complaint will be filed in writing with Florida Department of Education (FLDOE) within thirty (30) days after the date on which the subject matter of the complaint comes to the attention of the District pursuant to F.S. 1012.796(1)(d)1. A complaint is legally sufficient if it contains ultimate facts that show a violation has occurred as provided in F.S. 1012.795 and defined by rule of the State Board of Education.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

A. by certified mail, return receipt requested, to **the employee's** ~~**his/her**~~ address of record; or

B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

The Human Resources Department shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

A copy of each such entry shall be given to the employee upon request.

The employee shall have access to **the employee's** ~~**his/her**~~ file upon request.

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Legal	F.S. 119.011
	F.S. 119.07
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	F.S. 1012.31

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Adopted	June 13, 2017
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4213 - **STUDENT SUPERVISION AND WELFARE**

Each support staff member shall maintain a standard of care for the supervision, control, and protection of students commensurate with assigned duties and responsibilities which include but are not limited to, the following:

A. A support staff member shall report immediately to a building administrator any accidents or safety hazards **they~~s/he~~ detect~~detects~~**.

B. A support staff member shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, in accordance with Policy 8406 - *Reports of Suspicious Activity and Potential Threats to Schools*.

C. A support staff member shall not send students on any non-school related errands.

D. **A support staff member shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.~~A support staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.~~**

E. **A support staff member shall advise and consult with the principal if there is a change in a student's services or monitoring related to a student's mental, emotional or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student. The support staff member may assist the principal in notifying the parent of any such change.~~A support staff member shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. A support staff member who knowingly distributes any such material to a minor also commits a felony under State law, and is subject to disciplinary action up to and including termination.~~**

F. **A support staff member shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.~~A support staff member shall not transport students in a private vehicle without the approval of a building administrator.~~**

G. A support staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

H. A support staff member shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. A support staff member who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.

I. A support staff member shall not transport students in a private vehicle without the approval of a building administrator.

J. A student shall not be required to perform work or services that may be detrimental to **their** health.
K. Staff members **shall not engage** students in social media and online networking media, such as Facebook, Twitter, **Instagram**, etc.
L. ~~**Staff members are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.**~~

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State and School Board Policy 8462, each support staff member shall report to the proper legal authorities, immediately, any sign of suspected child abuse, abandonment, or neglect.

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Legal	F.S. 119.011
	F.S. 847.012
	F.S. 1001.51
	F.S. 1002.22
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Status	
Adopted	June 13, 2017
Last Revised	March 8, 2022

4590 - **PERSONNEL FILE**

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The School Board requires that sufficient records exist to determine an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Florida. Materials relating to work performance, discipline, suspension, or dismissal will be reduced to writing and signed by a person competent to know the facts or make the judgment. The resignation or termination of an employee before an investigation of alleged misconduct by the employee affecting the health, safety, or welfare of a student is concluded must be clearly indicated in an employee's personnel file.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its support staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or

B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Notwithstanding F.S. 1012.31(3)(a)1, 1012.796(4), and this policy, within twenty-four (24) hours after a law enforcement agency provides the Superintendent with notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

Materials relating to work performance, discipline, or dismissal must be reduced to writing and signed by an individual competent to know the facts or make the judgment. In cases of separation due to termination or resignation in lieu of termination, the person shall execute and maintain an affidavit of separation, on the form adopted by the Florida Department of Education, setting forth in detail the facts and reasons for such separation. The affidavit must expressly disclose when separation is due to a report of sexual

misconduct with a student. The affidavit of separation must be executed under oath and constitutes an official statement within the purview of F.S. 837.06. The affidavit of separation must include conspicuous language that intentional false execution of the affidavit constitutes a misdemeanor of the second degree.

Regardless of the status of an investigation, any legally sufficient complaint will be filed in writing with Florida Department of Education (FLDOE) within thirty (30) days after the date on which the subject matter of the complaint comes to the attention of the District pursuant to F.S. 1012.796(1)(d)1. A complaint is legally sufficient if it contains ultimate facts that show a violation has occurred as provided in F.S. 1012.795 and defined by rule of the State Board of Education.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

A. by certified mail, return receipt requested, to **the employee's** ~~**his/her**~~ address of record; or

B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

The Human Resources Department shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

A copy of each such entry shall be given to the employee upon request.

The employee shall have access to **the employee's**~~**his/her**~~ file upon request.

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Legal	F.S. 119.011
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Section	Revised Special Update May 2022
Title	STUDENT/PARENT RIGHTS
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Adopted	June 13, 2017
Last Revised	November 16, 2021

5780 - **STUDENT/PARENT RIGHTS**

The School Board recognizes that students possess not only the right to an education but the rights of citizenship as well. Federal and State law prohibits the Board from adopting any policy or rule, or from entering into any agreement, that infringes upon or waives the rights of freedoms afforded to students by the United States Constitution.

In providing students the opportunity for an education to which they are entitled, the District shall attempt to offer nurture, counsel, and custodial care appropriate to their age and maturity. The District shall, at the same time, guarantee that no student is deprived of the basic right to equal treatment and equal access to the educational program, due process, a presumption of innocence, free expression and association, and the privacy of his/her own thoughts.

Attendant to the rights guaranteed to each student, however, are certain responsibilities, which include respect for the rights of others, obedience to properly constituted school authority, and compliance with the procedures and rules of the District.

The Board realizes that as students differ in age and maturity, so they differ in ability to handle both the rights of citizens and the concomitant responsibilities. The exercise of each right shall be granted, therefore, with due regard for the degree of responsibility possessed by the student and the student's need for the continuing guidance and control of those responsible for his/her education.

Since a student who has reached the age of majority possesses the full rights of an adult, **they~~s/he~~** may authorize those school matters previously handled by **their~~his/her~~** parents, but **the student~~s/he~~** also assumes the responsibility for **their~~his/her~~** performance in school, attendance, and compliance with school rules.

All K-12 students in Florida are entitled to a uniform, safe, secure, efficient, and high-quality system of education, one that allows students the opportunity to obtain a high-quality education. Parents are responsible to ready their children for school; however, neither the State of Florida nor the District can be a guarantor of any individual student's success.

Parental Access at School

Each parent has the right to pick-up, visit, and meet with **their~~his/her~~** student at school, without the interference of or the need for consent from the other parent, unless the school has received a certified copy of an enforceable court order that provides to the contrary. The Principal may restrict the times, location, frequency, and length of parent visitations at school, based on legitimate pedagogical or scheduling reasons. The District will abide by enforceable "no contact orders" which have been provided to the school.

Educational Decisions

Both natural parents have an equal right to make decisions about the education and welfare of their student, unless an enforceable court order provides otherwise. Schools will attempt to follow the language of an enforceable court order that specifies that one of the parents or someone else, has the sole or ultimate right to make educational and/or general welfare decisions for the student. If parent directives conflict with each other regarding an educational decision about the student not addressed by court order, the

school will defer to the enrolling parent's authority, unless emergent circumstances affecting the health, safety, or welfare of the student require the school to act based on what it considers to be in the best interests of the child.

Attendance

A. Termination of Enrollment

A student who attains the age of sixteen (16) years during the school year has the right to file a formal declaration of intent to terminate school enrollment if the declaration is signed by the parent. The parent has the right to be notified by the District of its receipt of the student's declaration of intent to terminate school enrollment. (see also Policy 5130 - Withdrawal from School)

B. Married or Pregnant

Students who become or have become married or who are pregnant and parenting have the right to attend school and receive the same or equivalent educational instruction as other students. (see also Policy 5751 - Parental Married Status of Students)

C. Compulsory Attendance

Parents of students who have attained the age of six (6) years by February 1st of any school year but who have not attained the age of sixteen (16) years must comply with the compulsory school attendance laws. Parents have the option to comply with the school attendance laws by the attendance of the student in a public school; a parochial, religious, or denominational school; a private school; a home education program; or a private tutoring program. (see also Policy 5112 - Entrance Requirements and Policy 5200 - Attendance)

D. Absence for Religious Purposes

A parent of a student may request and be granted permission for the absence of the student from school for religious instruction or religious holidays. (see also Policy 5223 - Absences for Religious Instruction and Policy 5225 - Absences for Religious Holidays)

E. Dropout Prevention and Academic Intervention Programs

The parent of a student has the right to receive written notice by mail prior to the placement of the student in a dropout prevention and academic intervention program. The parent will be notified in writing and entitled to an administrative review of any action by school personnel relating to the student's placement.

F. Absence for Treatment of Autism Spectrum Disorder

A parent of a student may request and be granted permission for absence of the student from school for an appointment scheduled to receive a therapy service provided by a licensed health care practitioner or behavior analyst certified pursuant to Florida law for the treatment of autism spectrum disorder including, but not limited to, applied behavioral analysis, speech therapy, and occupational therapy.

Health Issues

A. **Notice of Health Care Services**

At the beginning of the school year, the District will provide notice to parents of all health care services offered at their student's school and of the option to withhold consent to or decline any specific service. Before administering a student well-being questionnaire or health screening form to a student in kindergarten through grade 3, the District will provide the questionnaire or form to the parent and obtain the permission of the parent.

B. School-Entry Health Examinations

The parent of any student shall be exempt from the requirement of a health examination upon written request stating objections on religious grounds. (see also Policy 5112 - Entrance Requirements)

C. Immunizations

The parent of any student shall be exempt from the school immunization requirements upon meeting any of the specified exemptions. (see also Policy 5320 - Immunizations and Policy 5112 - Entrance Requirements)

D. Biological Experiments

Parents may request that their child be excused from performing dissection in biological science classes. Alternate

assignments will be given to students who do not participate in the dissection activities.

E. Reproductive Health and Disease Education

A public school student whose parent makes written request to the school Principal shall be exempted from the teaching of reproductive health or any disease, including HIV/AIDS. (see also Policy 2417 - Comprehensive Health Education)

F. Contraceptive Services to Students

Students may not be referred to or offered contraceptive services at school facilities without the parent's consent.

G. Career Education Courses Involving Hazardous Substances

High school students must be given plano safety glasses or devices in career education courses involving the use of hazardous substances likely to cause eye injury.

H. Substance Abuse Reports

The parent of a student must be timely notified of any verified report of a substance abuse violation by the student.

I. Inhaler Use

Asthmatic students may carry a metered dose inhaler on their person while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities if the school has been provided with written parental and physician authorization. The parent or guardian must provide the District with a written authority and contract to carry that are both signed and dated by the student (if applicable), parent or guardian, and the physician. The written approval by the physician must include:

1. name of the medication in the metered dose inhaler;

2. the prescribed dosage;

3. the times or the special circumstances under which the medication is to be administered; and

4. any other special related information regarding the administration of the metered dose inhaler.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use~~)~~

J. ~~J.~~ Epinephrine Use and Supply

A student who has experienced or is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer epinephrine by auto-injector while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities if the school has been provided with written parental and physician authorization. The parent or guardian must provide the District with a written authorization and contract to carry that are both signed and dated by the student (if applicable), parent or guardian, and the physician. The written approval by the physician must include:

1. the times or the special circumstances under which the medication is to be administered; and

2. any other special related information regarding the administration of the epinephrine auto-injected.

The School District shall be indemnified by the parent of a student who is authorized to carry an epinephrine auto-injector for any and all liability with respect to the student's use of an epinephrine auto-injector pursuant to this policy.

The District and its employees and agents, including the physician who provides the standing protocol for school epinephrine auto-injectors, are not liable for any injury arising from the use of an epinephrine auto-injector administered by trained school personnel who follow the adopted protocol and whose professional opinion is that the student is having an anaphylactic reaction:

1. unless the trained school personnel's action is willful and wanton;

2. notwithstanding that the parents or guardians of the student to whom the epinephrine is administered have not been provided notice or have not signed a statement acknowledging that the School District is not liable; and

3. regardless of whether authorization has been given by the student's parents or guardians or by the student's physician, physician's assistant, or advanced registered nurse practitioner.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

K. ~~K~~. Diabetes Management

The District may not assign a student who has diabetes to a particular school on the basis that the student has diabetes, that the school does not have a full-time school nurse, or that the school does not have trained diabetes personnel.

Diabetic students whose parent and physician provide their written authorization to the school Principal may carry diabetic supplies and equipment on their person and attend to the management and care of their diabetes while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, to the extent authorized by the parent and physician and within the parameters set forth by State Board of Education rule. The written authorization shall identify the diabetic supplies and equipment that the student is authorized to carry and shall describe the activities the child is capable of performing without assistance, such as performing blood-glucose level checks and urine ketone testing, administering insulin through the insulin-delivery system used by the student, and treating hypoglycemia and hyperglycemia.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to carry diabetic supplies or equipment for any and all liability with respect to the student's use of such supplies and equipment pursuant to this policy.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

L. ~~L.~~ Use of Prescribed Pancreatic Enzyme Supplements

A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities, IF the school has been provided a written authorization and contract to carry that are both signed and dated by the student (if applicable), parent or guardian, and physician, and provide the prescription label containing the following:

1. name of the medication;

2. the prescribed dosage;

3. the times or the special circumstances under which the medication is to be administered; and

4. any other special related information regarding the administration of the medication.

The District and its employees and volunteers shall be indemnified by the parent of a student who is authorized to use prescribed pancreatic enzyme supplements for any and all liability with respect to the student's use of the supplements under this policy.

(see also Policy 5330.01 - Self-Administered Medication and Epinephrine Use)

M. ~~M~~. Involuntary Examinations of Students

Before a Principal contacts a law enforcement officer for possible removal of a student from school for involuntary examination, the Principal must verify that the school has used de-escalation strategies and initiated outreach to a mobile response team, unless the Principal reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others.

The Principal shall make a reasonable attempt to notify a parent of a student before the student is removed from school, school transportation, or a school-sponsored activity to be taken to a receiving facility for an involuntary examination pursuant to F.S. 394.463. Reasonable attempt to notify means the exercise of reasonable diligence and care by the Principal to make contact with the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. At a minimum, the Principal must take the following actions:

1. Use available methods of communication to contact the student's parent, guardian, or other known emergency contact including, but not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student;

2. Document the method and number of attempts made to contact the student's parent, guardian, or other known emergency contact, and the outcome of each attempt.

The Principal who successfully notifies any other known emergency contact may share only the information necessary to alert such contact that the parent or caregiver must be contacted. All such information must be in compliance with Federal and State law.

The Principalprincipal or the principal's designee may delay the required notification for no more than twenty-four (24) hours after a student is removed if:

1. the Principalprincipal or principal's designee deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect. (see also Policy 2410 - School Health Services); or

2. the Principal reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

(see also Policy 2410 - School Health Services)

N. ~~N~~.Sun-protective Measures in School

A student may possess and use a topical sunscreen product while on school property or at a school-sponsored event or activity without a physician's note or prescription if the product is regulated by the United States Food and Drug Administration for over-the-counter use to limit ultraviolet light-induced skin damage. It will be the responsibility of the student to apply the sunscreen and not the responsibility of school staff.

Discipline

A. Suspension

A student may be suspended only as provided by the policy of the District. A good faith effort must be made to immediately inform the parent by telephone of the student's suspension and the reason. Each suspension and the reason must be reported in writing within twenty-four (24) hours to the parent by United States mail. A good faith effort must be made to use parental assistance before suspension unless the situation requires immediate suspension. (see also Policy 5610 - Removal, Suspension, and Expulsion of Students)

A student with a disability may only be recommended for suspension or expulsion in accordance with the State Board of Education rules.

B. Expulsion

Public school students and their parents have the right to written notice of a recommendation of expulsion, including the charges against the student and a statement of the right of the student to due process. (see also Policy 5610 - Removal, Suspension, and Expulsion of Students)

Safety

Students who have been victims of certain felony offenses by other students, as well as the siblings of the student victims, have the right to be kept separated from the student offender, both at school and during school transportation.

Educational Choice

A. Public School Choices

Parents may seek whatever public school options are applicable and available to students in the School District.

These options may include:

1. controlled open enrollment
2. virtual instruction programs
3. charter schools
4. magnet schools
5. alternative schools
6. special programs
7. auditory-oral education programs
8. advanced placement
9. dual enrollment
10. International Baccalaureate
11. CAPE digital tools

12. CAPE industry certifications

13. **early college**~~**collegiate**~~ high school programs
14. Advanced International Certificate of Education

15. credit by examination or demonstration of competency

16. the Florida Virtual School

Options also include the public educational choice options of the Hope Scholarship Program (see Policy 2371 - Hope Scholarships), the Opportunity Scholarship Program and the McKay Scholarships for Students with Disabilities Program**, the Family Empowerment Scholarship Program, and the Florida Tax Credit Scholarship Program**. (see also Policy 2370 - Educational Options, Policy 2370.01 - Virtual Instruction, and Policy 5113 - School Choice Options Provided by the No Child Left Behind Act)

B. Private Educational Choices

Parents may seek private educational choice options under certain programs established under F.S. Chapter 1002.

C. Home Education

The parent may choose to place the student in a home education program, in accordance with State law. (see also Policy 9270 - Home-Education Programs)

D. Private Tutoring

The parent of a student may choose to place the student in a private tutoring program in accordance with State law.

E. Reading Scholarships

The parent of a student in **kindergarten**~~**grades 3**~~ through **grade** 5 who **has a substantial reading deficiency identified under F.S. 1008.25(5)(a) or** scored below a Level 3 on the third or fourth grade Statewide, standardized English Language Arts (ELA) assessment in the prior school year may seek a reading scholarship in accordance with State law.

By September 30th of each year, the District will notify the parent of each student in **kindergarten**~~**grades 3**~~ through **grade**5 who **has a substantial reading deficiency identified under F.S. 1008.25(5)(a) or** scored below a Level 3 on the Statewide, standardized ELA assessment in the prior school year of the process to request and receive a reading scholarship, subject to available funds.

F. Request to Transfer to Different Classroom Teacher

Although parents do not have a right to choose a specific classroom teacher, parents may request that their child be transferred to a different classroom teacher. As part of the request, the parent must state with specificity the grounds supporting the request. Requests must be in writing and must be provided to the Principal.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal or his/her designee. Within two (2) weeks of receiving a completed written request, the Principal or his/her designee shall notify the parent in writing as to whether the request is approved or denied. If denied, the Principal or his/her designee shall specify the reasons for the denial.

G. Request to Transfer to In-Field Classroom Teacher

A parent whose student is assigned an out-of-field teacher may request that their child be transferred to an in-field classroom teacher within the school and grade in which the student is currently enrolled. Although parents do not have a right to choose a specific classroom teacher, parents may request that their child be transferred. As part of the request, the parent must complete a written request and provide it to the Principal.

All requests for a student to be transferred to another classroom teacher shall be considered by the Principal. Within two (2) weeks of receiving a request in writing, the Principal shall notify the parent in writing as to whether the request is approved or denied.

If an in-field teacher for the student's course and grade level is employed by the school and the transfer would not violate maximum class size requirements, the request shall be approved. The student shall be transferred no later than two (2) weeks from the date the written request is received.

If denied, the Principal shall specify the reasons for the denial.

Parents may request student participation in Academically Challenging Curriculum to Enhance Learning (ACCEL) options, including whole grade promotion, midyear promotion or subject matter acceleration. If the parent selects one of these ACCEL options and the student meets eligibility and procedural requirements in the student progression plan, the student will have the opportunity to participate in the ACCEL option.

Nondiscrimination

All education programs, activities, and opportunities offered by the District are available without discrimination on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), color, ethnicity, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes"). (see also Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity and Policy 2260.01 - Section 504/ADA Prohibition Against Discrimination Based on Disability)

Exceptional Students ~~with Disabilities~~

A. Notice and Due Process

Parents of students with disabilities and parents of students in residential care facilities are entitled to notice and due process. (see also Policy 2460 - Exceptional Student Education)

B. Graduation

Students with disabilities are provided the opportunity to meet the graduation requirements for a standard high school diploma. Certain students with disabilities may be awarded a special diploma upon high school graduation. (see also Policy 2623 - Student Assessment)

C. Meetings with District Personnel

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at any meeting with District personnel.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend any meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents or eligible students on school grounds shall sign-in at the front office of such school as a guest.

Parents, or eligible students, and District personnel shall sign Form SO-SS-161 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged, or attempted to discourage the parents, or eligible student from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

Blind Students

Students who are blind have the right to an individualized written education program and appropriate instructional materials to attain literacy.

Limited English Proficient Students

Limited English proficient students have the right to receive English for Speakers of Other Languages (ESOL) instruction designed to develop the student's mastery of listening, speaking, reading, and writing in English as rapidly as possible. The students' parents have the right of parental involvement in the ESOL program.

Students with Reading Deficiencies

Each elementary school shall regularly assess the reading ability of each K-3 student. The parent of any K-3 student who exhibits a reading deficiency shall be immediately notified of the student's deficiency with a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading; shall be consulted in the development of a progress monitoring plan; and shall be informed that the student will be given intensive reading instruction until the deficiency is corrected.

Pledge of Allegiance

A student will be excused from reciting the pledge of allegiance or the Declaration of Independence, upon written request by the student's parent, in accordance with State law. See also Policy 8800, Religious/Patriotic Ceremonies and Observances.

Student Records

A. Each parent has an equal right of access, right to waive access, right to challenge and hearing and right of privacy in the education records of **their~~his or her~~** student who is a minor or a dependent adult pursuant to law, unless the school has received a certified copy of an enforceable court order that provides to the contrary. (see also Policy 8330 - Student Records)

B. A student is not required to provide **their~~his/her~~** social security number as a condition for enrollment or graduation. (see also Policy 8330 - Student Records)

C. The school will not collect, obtain or retain information on the political affiliation, voting history, religious affiliation or biometric information of a student, parent or siblings.

Student Report Cards

Students and their parents have the right to receive student report cards on a regular basis that clearly depict and grade the student's academic performance in each class or course, the student's conduct, and the student's attendance.

Student Progress Reports

Parents shall be informed at regular intervals of the academic progress and other needed information regarding their child, including ways they can help their child to succeed in school. (see also Policy 5420 - Reporting Student Progress)

Student Accountability and School Improvement Rating Reports

Parents of public school students are entitled to an easy-to-read report card about the school's grade designation or, if applicable, school's improvement rating, and the school's accountability report, including the school financial report.

High School Athletics

A. Eligibility

A student is eligible in the school in which **they~~s/he~~** first enroll~~s~~ each school year, the school in which the student makes himself/ herself a candidate for an athletic team by engaging in practice or tryouts before enrolling, or the school to which the student has transferred with approval of the Board, in accordance with State law. (see also Policy 2431 - Interscholastic Athletics)

B. Medical Evaluation

Students must satisfactorily pass a medical evaluation each year before participating in athletics, unless the parent objects in writing based on religious tenets or practices, in accordance with State law. (see also Policy 2431 - Interscholastic Athletics)

Extra-Curricular Activities

A. Eligibility

Students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities. (see also Policy 2430 - District-Sponsored Clubs and Activities)

B. Home Education Students

Home education students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies, or may develop an agreement to participate at a private school.

C. Charter School Students

Charter school students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the school to which the student would be assigned or could choose to attend according to Board policies unless such activity is provided by the student's charter school.

D. Florida Virtual School Full-Time Students

Florida Virtual School full-time students who meet specified academic and conduct requirements are eligible to participate in extra-curricular activities at the public school to which the student would be assigned or could choose to attend according to Board policies.

Instructional Materials

A. Core Courses

Each student is entitled to sufficient instructional materials in the core courses of mathematics, language arts, social studies,

science, reading, and literature.

B. Curricular Objectives

The parent of each student has the right to receive effective communication from the school Principal as to the manner in which instructional materials are used to implement the school's curricular objectives.

C. Sale of Instructional Materials

Instructional materials purchased by the District or a Florida College System institution board of trustees on behalf of dual enrollment students is available to the dual enrollment students free of charge.

D. Dual Enrollment Students

Instructional materials purchased by the District or a Florida College System institution board of trustees on behalf of dual enrollment students is available to the dual enrollment students free of charge.

E. Parent Access to Instructional Materials

Parents have the ability to access their child's instructional materials and may object to the use of a specific instructional material or contest the adoption of instructional material (See Policy 2520, Selection and Adoption of Instructional Materials).

Juvenile Justice Programs

Students who are in juvenile justice programs have the right to receive educational programs and services, in accordance with State law.

Parental Input and Meetings

A. Meetings with School District Personnel

Parents may be accompanied by another adult of their choice at a meeting with School District personnel.

B. District Educational Facilities Program

Parents and other members of the public have the right to receive proper public notice and opportunity for public comment regarding the District's educational facilities work program, in accordance with State law.

C. Parent-Teacher Associations and Organizations

Parents have the right to participate in parent-teacher associations and organizations that are sanctioned by the Board or by the Florida Department of Education.

Transportation

A. Transportation to School

Students are provided with transportation to school in accordance with the provisions of State law. (see also Policy 8600 - Transportation)

B. Hazardous Walking Conditions

Students in grades K-6 are provided transportation if they are subjected to hazardous walking conditions, in accordance with State law.

C. Parental Consent

Each parent of a public school student must be notified in writing and give written consent before the student may be transported in a privately owned motor vehicle to a school function in accordance with State law. (see also Policy 8660 - Transporting Students by Private Vehicles)

Orderly, Disciplined Classrooms

Students will be in orderly, disciplined classrooms conducive to learning without the distraction caused by disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students. (see also Policy 5600 - Student Discipline)

Economic Security Report

Prior to registration, each middle school and high school student or the student's parent will be provided a two (2) page summary of the Department of Economic Opportunity's economic security report of employment and earning outcomes and electronic access to

the report.

Safe Schools

In accordance with notification procedures adopted by the Superintendent, timely notification will be provided to the parents/guardians of District students who are likely to be impacted by critical incidents, threats, unlawful acts and significant emergencies that occur on school grounds, while using school transportation, or during school-sponsored activities.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9).

Parental Notification of Arrests of Employees

Notwithstanding F.S. 1012.31(3)(a)1 and 1012.796(4), within twenty-four (24) hours after a law enforcement agency provides the Superintendent with ~~written~~ notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

F.S. 1002.394

F.S. Chapter 1014

Revised 2/27/18
Revised 2/5/19
Revised 2/11/20
Revised 2/23/21
Revised 7/20/21
Revised 11/16/21

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Legal

F.S. 39.201
F.S. 381.0056
F.S. 394.463
F.S. 1000.05
F.S. 1002.20
F.S. 1002.22
F.S. 1002.385
F.S. 1002.39
F.S. 1002.395
F.S. 1002.40
F.S. 1002.41
F.S. 1002.411
F.S. 1002.43
F.S. 1003.01(13)
F.S. 1003.02
F.S. 1003.21
F.S. 1003.22
F.S. 1003.3101
F.S. 1003.32
F.S. 1003.42
F.S. 1003.44

F.S. 1003.4505

F.S. 1003.47

F.S. 1003.52

F.S. 1003.53

F.S. 1003.55

F.S. 1003.56

F.S. 1003.57

F.S. 1003.58

F.S. 1006.062(7)

F.S. 1006.07

F.S. 1006.09

F.S. 1006.13

F.S. 1006.15

F.S. 1006.20

F.S. 1006.21

F.S. 1006.22

F.S. 1006.23

F.S. 1006.28

F.S. 1006.40

F.S. 1007.271

F.S. 1008.22

F.S. 1008.25

F.S. 1008.386

F.S. 1012.42

Last Modified by Jill Kolasa on September 1, 2022

Book	Policy Manual
Section	Revised Special Update May 2022
Title	MANDATORY REPORTING OF MISCONDUCT
Code	po8141 MG 7/27/2022
Status	
Adopted	June 13, 2017
Last Revised	March 8, 2022

8141 - **MANDATORY REPORTING OF MISCONDUCT**

The School Board recognizes its responsibilities to effectively address employee misconduct and, where determined appropriate, to provide a measured disciplinary response consistent with due process.

For purposes of this policy, the term "employee(s)" include all employees of the District and school officers as defined in F.S. 1012.01.

Reporting Misconduct

All employees are required to report to the Superintendent alleged misconduct by District employees which affects the health, safety, or welfare of a student, including misconduct that involves engaging in or soliciting sexual, romantic, or lewd conduct with a student.

If the alleged misconduct to be reported is regarding the Superintendent, the District employee shall report the alleged misconduct to the Board attorney. Failure to report such alleged misconduct shall result in appropriate disciplinary action (F.S. 1012.796(d)). The report shall be made in accordance with Policy 9130 - Public Complaints.

The Superintendent shall investigate any allegation of misconduct by District employees which affects the health, safety, or welfare of a student, including misconduct that involves engaging in or soliciting sexual, romantic, or lewd conduct with a student, and shall report the alleged misconduct to the Department of Education as required in F.S. 1012.796, 1001.51(12)(b), 1001.42(7)(b), and must notify the Florida Department of Education of the result of the investigation and whether the misconduct warranted termination, regardless of whether the person resigned or was terminated before the conclusion of the investigation.

The Superintendent shall report to law enforcement agencies with jurisdiction any misconduct that would result in disqualification from educator certification or employment as set forth in F.S. 1012.315.

Staff alleged to have committed such misconduct shall be reassigned pending the outcome of a misconduct investigation.

Parental Notification of Alleged Misconduct

Within thirty (30) days of the date on which the District learns of misconduct by any employee of the District that affects the health, safety, or welfare of a student, including misconduct that involves engaging in or soliciting sexual, romantic, lewd conduct with a student, or any conduct that would result in disqualification from educator certification or employment as provided in F.S. 1012.315, the parent of a student who was subjected to or affected by such misconduct shall receive written notification informing the parent of the following:

A. the alleged misconduct, including which allegations have been substantiated, if any;

B. whether the District reported the misconduct to the FLDOE if required by F.S. 1012.796;

C. the sanctions imposed by the District against the employee, if any; and

D. support the District will make available to the student subjected to or affected by the misconduct.

Parental notification shall be provided consistent with the provisions set forth in Policy 1590, Policy 3590, and Policy 4590, including the statutory requirement that school administrators and instructional staff members be provided ten (10) days notice before the disclosure of derogatory material.

Parental Notification of Arrests of Employees

Notwithstanding F.S. 1012.31(3)(a)1 and 1012.796(4), within twenty-four (24) hours after a law enforcement agency provides the Superintendent with notification pursuant to F.S. 1012.797 that a District employee has been arrested for a felony or a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance, the Principal shall notify parents of enrolled students who had direct contact with the employee and include, at a minimum, the name and specific charges against the employee.

Filing a Complaint with the Department of Education

If it is alleged that an instructional staff member, educational support personnel, or administrator has committed a violation as provided in F.S. 1012.795, and defined by rule of the State Board of Education, the Superintendent shall file with the Department of Education a legally sufficient complaint within thirty (30) days after the date on which the subject matter of the complaint came to the attention of the Superintendent, regardless of whether the subject of the complaint is still an employee of the District. A complaint is legally sufficient if it contains ultimate facts that show a violation has occurred as provided in F.S. 1012.795 and defined by rule of the State Board of Education. The Superintendent shall include all known information relating to the complaint with the filing of the complaint. This paragraph does not limit or restrict the power and duty of the Department of Education to investigate complaints, regardless of the District's untimely filing, or failure to file, complaints and follow-up reports (F.S. 1012.796(e)).

Report of Resignation or Termination

If the Superintendent determines that a legally sufficient complaint of misconduct by an instructional staff member or an administrator who holds a certificate issued by the Florida Department of Education, or by any educational support personnel that affects the health, safety, or welfare of a student and the misconduct warrants termination, the staff member may resign or be terminated and the Superintendent must immediately report the misconduct to the Department of Education in the format prescribed by the Department even if the instructional staff member, educational support personnel, or administrator resigns or is terminated before the conclusion of the District's investigation. The Department shall maintain each report of misconduct as a public record in the instructional personnel's certification files (F.S. 1012.796(d)).

Transmittal of False or Incorrect Report

The Superintendent shall not knowingly sign and transmit to any State official a report that the Superintendent knows to be false or incorrect.

The superintendent may not knowingly sign and transmit to any State official a report that the superintendent knows to be false or incorrect or knowingly fail to complete the investigation of any allegation of misconduct, that affects the health, safety, or welfare of a student, that would be a violation of F.S. 800.101 or that would be a disqualifying offense under F.S. 1012.315, or any allegation of sexual misconduct with a student. The superintendent may not knowingly fail to report the alleged misconduct to the Florida Department of Education as required in F.S. 1012.796, or knowingly fail to report misconduct to the law enforcement agencies with jurisdiction over the conduct pursuant to Board policy under F.S. 1001.42.

Pursuant to F.S. 1001.42(7), a Board member may not knowingly sign and transmit to any State official a report of alleged misconduct by instructional personnel, educational support personnel, or school administrators which affects the health, safety, or welfare of a student which the Board member knows to be false or incorrect.

Requirement of Disclosure of Employee Misconduct

The Board, Superintendent, or any other District employee, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel, educational support personnel, or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel, or educational support personnel, or administrators with employment references or discuss the personnel's performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel, or educational support personnel, or administrators that affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced (F.S. 1001.42(6)).

Posting Requirements

Pursuant to F.S. 1006.061(2), this policy shall be posted in a prominent place at each school site and on each school's internet website, so that the policy and procedures for reporting alleged misconduct by instructional personnel, educational support personnel, or school administrators that affects the health, safety, or welfare of a student; the contact person to whom the report is made; and the penalties imposed on instructional personnel, educational support personnel, or school administrators who fail to report suspected or actual child abuse or alleged misconduct by other instructional personnel, educational support personnel, or school administrators is effectively communicated to all.

Liability

Employees who report misconduct which affect the health, safety, or welfare of a student may be entitled to certain statutory liability protections as set forth in F.S. 39.203 and 768.095.

Revised 2/5/19
Revised 3/8/22

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Legal	F.S. 1012.797
	F.S. 1001.42(6)
	F.S. 1001.42(7)(b)
	F.S. 1001.51(12)(b)
	F.S. 1006.061(2)
	F.S. 1012.795
	F.S. 1012.796
	F.S. 1012.796(d)
	F.S. 1012.796(e)
Cross References	F.S. 1012.797

Last Modified by Matthew Goldrick on July 28, 2022

Book	Policy Manual
Section	Revised po2520 and 2522 only
Title	SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS
Code	po2520 GM9.2.22
Status	
Adopted	June 13, 2017
Last Revised	March 8, 2022

2520 - **SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS**

The School Board adopts courses of study pursuant to State law and Policy 2220. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library, or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.12, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available.

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students, and/or their parents/guardians shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, including graduation ceremonies, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school Principal.

A student or his/her parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping **plus ten percent (10%)**.

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

~~**Process for Parents and Residents to Contest Adoption of Instructional Materials**~~
~~**The following individuals may file an objection to the adoption of a specific instructional material:**~~

A. ~~**parents of students in the District; and**~~

B. ~~**residents of the county.**~~

~~**For purposes of this policy, "resident" means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.**~~
~~**Filing a Petition**~~
~~**A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).**~~

~~**Timeframe for Hearing**~~

~~**When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.**~~

~~**Hearing Officers**~~

~~**Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected by the Board from a list of candidates provided by the Superintendent.**~~
~~**Procedures for Hearings**~~

~~Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:~~

A. ~~The petitioner may make an opening statement.~~

B. ~~The District's representative may make an opening statement.~~

C. ~~The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.~~

D. ~~The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.~~

E. ~~The petitioner may make a closing statement.~~

F. ~~The District representative may make a closing statement.~~

~~Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.~~

~~Hearings under this policy are not subject to the provisions of F.S. Chapter 120.~~

~~Parent Objection to Instructional Material Used in Classrooms~~

~~Parents may object to the use by their child of a specific instructional material in the classroom. as set forth in Florida law. Parents should make any such objection in writing to the principal, at least ten (10) days before the intended use of the material, identifying the specific instructional material and stating the basis for the objection. The principal will review the parent objection and may meet with the teacher or parents, or both, in an attempt to resolve the objection, using an alternative instructional material for the child. If the objection is not resolved to the parents' satisfaction, the principal shall refer the matter to the appropriate District-level curriculum supervisor. The decision of the District-level curriculum supervisor shall be final.~~

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The Principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-5 students who **are reading below grade level and to improve the literacy skills of students in K-12** ~~**score below a level 3 in the preceding year's statewide English Language Arts Assessment (ELA), or having a substantial reading deficiency**~~. The **District** ~~**school district must**~~ notify parents of eligible students **upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading** ~~**in writing and provide them with the application form, which must allow for the selection of specific book topics or genres for the student**~~. The district must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing

through at least June. ~~**However, for the 2021-2022 school year only, delivery may begin no later than December 31, 2021.**~~ The district must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

Revised 2/27/18
Revised 3/8/22

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Legal	F.S. 119.071
	F.S. 212.183
	F.S. 1001.215
	F.S. 1002.22
	F.S. 1003.485
	F.S. 1006.28
	F.S. 1006.28 through 1006.42
	F.S. 1008.22
	F.S. 1008.25(5) (a)
	F.S. 1008.25 (5) (c)
	F.S. 1014.05
	F.A.C. 6A-6.03028
	34 C.F.R. Part 300

Last Modified by Maria Cain on September 2, 2022

Book	Policy Manual
Section	Revised po2520 and 2522 only
Title	CHALLENGES TO ADOPTION OR USE OF INSTRUCTIONAL, LIBRARY, OR READING LIST MATERIALS
Code	po2522 GM9.2.22
Status	

New Policy - Vol. 23, No. 1

2522 - **CHALLENGES TO ADOPTION OR USE OF INSTRUCTIONAL, LIBRARY, OR READING LIST MATERIALS**

The following individuals may contest the adoption of a specific instructional material, or object to the use of specific material used in a classroom, made available in a school library, or included on a reading list:

A. parent of a student in the district; and

B. resident of the county.

For purposes of this policy, "parent" means a parent of a student enrolled in the District's schools. "Resident" means a person residing in the county who has maintained their residence in Florida for the preceding year, has has purchased a home that is occupied by them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Contest of School Board's Adoption

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material, on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

~~**[DRAFTING NOTE - F.S. 1006.28 mandates that the hearing provide sufficient procedural protections to allow each petitioner an adequate and fair opportunity to be heard and present evidence to the hearing officer. Importantly, however, F.S. 1006.28 is relatively silent as to how the hearing must be conducted or what is meant by "an adequate and fair opportunity to be heard and present evidence." In the "Procedures for Hearings" section that follows this drafting note, we have proposed procedures that we believe meet the intent of F.S. 1006.28. If the Board does not desire to adopt Neola's proposed Procedures for Hearings, we strongly encourage you to consult with board legal counsel to develop hearing procedures that comply with the intent and requirements of F.S. 1006.28.]**~~

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that the instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, the material shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Objections to Material Used in Classrooms, Made Available in School Library, or Included On a Reading List

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school library, or included on a reading list, based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

~~**[DRAFTING NOTE - F.S. 1006.28 requires school boards to adopt a policy regarding an objection by a parent or a resident of the county to the use of specific instructional material, which clearly describes a process to handle all objections and provides for resolution. Neola has created three options for consideration by the Board as to how to resolve such objections; however, the Board may elect to create its own process regarding how objections by a parent or a resident may be resolved.]**~~

~~**[OPTION 1]**~~

All challenges under this policy shall be addressed as follows:

A. The complaint is to be addressed to the **School Principal**, in writing, and shall include:

1. author;

2. title;

3. publisher;

4. the complainant's familiarity with the material challenged;

5. sections challenged, by page and item;

6. whether the challenged material contains content that is pornographic or prohibited under F.S. 847.012, is not suited to student needs and their ability to comprehend the material presented, or is inappropriate for the grade level and age group for which the material is used.

B. Upon receipt of the information, the **Principal** ~~**(shall)**~~ **may** after advising the **Assistant Superintendent of Teaching and Learning** of the complaint, and upon the **Assistant Superintendent** approval, appoint a review committee which may consist of one (1) or more instructional staff members including **Media Specialist, District Official, Curriculum Member, Principal, Community Member and Teacher** one (1) or more Board members; one (1) or more lay persons knowledgeable in the area.

C. The committee, in evaluating the questioned material, shall be guided by the following criteria: the appropriateness of the material for the age and maturity level of the students with whom it is being used, the accuracy of the material, the objectivity of the material, the use being made of the material.
D. The material in question may be withdrawn from use pending the committee's recommendation to the Superintendent.
E. The committee's recommendation shall be reported to the Superintendent in writing within **15** business days following the formation of the committee. The Superintendent will advise the complaint, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.
F. The Board will review the case, including all evidence proffered by the complainant, during a publicly noticed Board meeting. The Board shall announce during the meeting whether the challenged material meets the requirements of this Policy. The complainant shall submit any additional evidence for the Board's consideration no later than **14** days before the meeting at which the Board will consider the challenge.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

The Board shall discontinue use of any material challenged under this policy if it contains content that is pornographic or prohibited under F.S. 847.012, is not suited to student needs and their ability to comprehend the material presented, or is inappropriate for the grade level and age group for which the material is used.

The decision of the Board shall be final.

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Legal

F.S. 119.071

F.S. 212.183

F.S. 1001.215

F.S. 1002.22

F.S. 1003.485

F.S. 1006.28

F.S. 1006.28 through 1006.42

F.S. 1008.22

F.S. 1008.25(5) (a)

F.S. 1008.25 (5) (c)

F.S. 1014.05

F.A.C. 6A-6.03028

34 C.F.R. Part 300

Last Modified by Maria Cain on September 2, 2022

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 7. 23-1037 10/25/2022

Title and Board Action Requested
Citizen Input on agenda items for this meeting (Green Form)

Executive Summary
Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to an item for this meeting.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 4: Communication & Community Engagement

Financial Impact
There is no financial impact

Hernando County School Board
CITIZEN INPUT
GREEN SPEAKER FORM

Part 1: The Process

- This is the opportunity for the public to address items on the Board's Agenda. Speakers who wish to address any matter of relevance to the operation of schools not included on the agenda, additional time will be reserved for Citizen Input at the end of the meeting's agenda.
- Each speaker will have three (3) minutes for each section of Citizen Input.
- Speakers must complete this *Citizen Input Speaker* form.
- Submit the completed form with any attachments you wish to share with the Board to the Board Secretary *prior* to speaking. The Board may not accept documents submitted while the speaker is providing input.
- The public is reminded that it may also address the Board with regard to items appearing on the agenda for public hearing at the time of the public hearing.

**Note: The Board typically does not respond to remarks or questions made during Citizen Input.*

- Inquiries or comments made during Citizen Input may be followed up with the citizen and reported back to the Board by the Superintendent or his/her staff as soon as possible.
- Although the Board encourages citizen participation, it must also be understood that no immediate action will be taken on items presented during the public comment portion of the meeting.
- If Board action is needed, the matter may be placed on the agenda of an upcoming meeting for further consideration.

Part II: Decorum

- Profanity is strictly prohibited.
- The negative use of any student's name, or references made to other students or families, is strictly discouraged.

PLEASE PRINT ALL INFORMATION BELOW:

Failure to complete this form or to sign below will prevent the Citizen Input form from being presented to the Board Chair.

LEGAL NAME: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

☑Please check if this matter pertains to a School Board agenda item for this meeting. Agenda item number(s) being addressed: _____

_____

_____

Reminders:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board should be attached to this form.
- The Chairperson may deny all forms submitted after the close of the Citizen's Input section of the agenda.

My signature is confirmation that I have read, understand and agree to abide by the guidelines listed above:

Signature of speaker: _____

Chairperson's Approval of form: _____

Chairperson's Denial of form based on Guideline No. _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____

Hernando School District

School Board Regular Meeting

Agenda Item # 8. 23-1026 10/25/2022

Title and Board Action Requested
Approval of the Personnel Recommendations

Executive Summary
The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the Personnel Recommendations as attached.

My Contact
Ray Pinder
Director of Human Resources
352-797-7070 Ext. 445
pinder_r@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 2: People

Financial Impact
See Attachments.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Leaves
   Jenna Barbee – Teacher, WWK8 – From 10/10/2022 through 11/16/2022 (Personal Childcare)
   Allyson Truman – Teacher, FES – From 9/1/2022 through 5/31/2023 (Intermittent)

2. Instructional Appointments and Approval of Probationary Contract - 2
   Crystal Cox – Teacher, WWHS – 9/26/2022
   Carman Waugh – Speech and Language Pathologist, ESE – 9/19/2022

   Approve Out-of-Field Teachers
   Fellicia Dellea – Teacher, CK8 – 8/3/2022
   Tonya Mateuszczyk – Teacher, CK8 – 8/3/2022
   Tess Parrott – Teacher, CK8 – 10/3/2022
   Joanna Williams – Teacher, CK8 – 8/3/2022

3. Instructional Transfers – 1
   Inna Federow – From Teacher, EK8 – to Teacher, FWSHS – 9/19/2022

4. Instructional Separations – 2
   Angela Irivn – Teacher, WWHS – 9/16/2022 (Resignation)
   Robert Schou – Teacher, NCTHS – 10/7/2022 (Resignation)

5. Administrative Leave
   Scott Piesik – Principal, SES – From 9/15/2022 through 12/8/2022

6. Non-instructional and Professional/Technical/Supervisory Leaves
   Jason Earle – Paraprofessional, CHS – From 8/22/2022 through 11/15/2022
   Tiffany Roberts – Secretary II, CK8 – From 10/10/2022 through 10/25/2022
   Lonnie Roush – FNS Assistant, WWK8 – From 8/24/2022 through 9/30/2022

   Return From Leave Early
   Kevin Kaelin – 9/26/2022
   Maureen Keiper – 10/6/2022

7. Non-instructional and Professional/Technical/Supervisory Appointments – 10
   Jahaira Arnold – Sub Bus Attendant, Transportation – 9/26/2022
   Michelle Catalano – Paraprofessional, EK8 – 9/19/2022
   Gary Coddington – Vehicle Technician, Transportation – 9/26/2022
   Stephanie Hanley – Paraprofessional, WES – 9/21/2022
   Joanna Montanez – Sub Bus Attendant, Transportation – 9/26/2022
   Giovani Rivera – Environmental Services Technician, DES – 9/26/2022
   Jose Rodriguez – Bus Operator, Transportation – 9/26/2022
   George Slider – District Technology Support Specialist, TIS – 9/19/2022
   Monique Steenkamp – Accounting Clerk, Finance – 9/26/2022
   Timothy Stone – Vehicle Technician, Transportation – 9/26/2022

8. Non-instructional and Professional/Technical/Supervisory Transfers – 7
   Alexis Brown – From Teacher, WWK8 – To Grant Accounting Compliance Specialist, Finance – 9/19/2022
   Javien Maner – From Environmental Services Technician, HHS – To Environmental Services Technician, EES – 9/26/2022

Ronald Ralph – From Maintenance Vehicle Technician II, Maintenance – To Maintenance Vehicle Technician III, Maintenance – 9/19/2022
Janice Roy – From Paraprofessional, PGES – To LPN, Student Services – 9/19/2022
Roberto Tejera – From AC Mechanic I, Maintenance – To AC Mechanic II, Maintenance – 9/19/2022
Kathryn Viola – From Computer Lab Manager, Academic Services – To Help Desk Trainer, TIS – 9/19/2022

9. Non-instructional and Professional/Technical/Supervisory Separations – 10
Evelyn Barker – Paraprofessional, SHES – 10/5/2022 (Probationary Release)
Michelle Catalano – Paraprofessional, EK8 – 9/23/2022 (Resignation)
Rachel Clayton – Secretary II, WWHS – 10/14/2022 (Resignation)
Penny Ibarra – FNS Assistant, WWHS – 9/30/2022 (Resignation)
Juanita Padilla – Paraprofessional, DSPMS – 10/31/2022 (Retirement)
Kevin Page – Semi Skilled Craftsman, Maintenance – 10/20/2022 (Resignation)
Joni Richards – FNS Assistant, WWHS – 10/14/2022 (Retirement)
Jeff Roth – Electrician II, Maintenance – 10/20/2022 (Resignation)
Sandra Schotborgh – Paraprofessional, FES – 10/5/2022 (Resignation)
Lisa Shores – Data Entry Operator, SES – 10/12/2022 (Resignation)

10. Other
Additional Duty, and/or Additional Days/Hours
Janea Brown – Wellness Specialist, Risk & Benefits (Web Manager) – 10/04/2022 – 60 total hrs. (General)
Michelle Fox – Elementary Assistant, FES (Title I Compliance Work) – 10/1/2022 – 190 total hrs. (Title I)
John Imhof – Coordinator of IB, FWSHS (Extended Essay Advisor) – 8/10/2022 – 20 total hrs. (IB District Funds)
Christopher Leko – Teacher, FWSHS (Extended Essay Advisor) – 8/10/2022 – 10 total hrs. (IB District Funds)
Kendra Malcolm-Baker – Teacher, FWSHS (Extended Essay Advisor) – 8/10/2022 – 22 total hrs. (IB District Funds)
Becky Pusta – Teacher, FWSHS (Theory of Knowledge Coordinator) – 8/10/2022 – 30 total hrs. (IB District Funds)
Becky Vonada – Teacher, FWSHS (Extended Essay Advisor) – 8/10/2022 – 8 total hrs. (IB District Funds)
Robert Wilson – Teacher, FWSHS (Extended Essay Advisor) – 8/10/2022 – 14 total hrs. (IB District Funds)

Approve Teacher(s), Title I (Title I Facilitation) 10/15/2022 – 38 total hrs. (Title I)
Melinda Cook
Patricia Gibson
Kristi Jernigan
Shannon Leibler
Erica Mobley
Jennifer Mousel

Approve Teacher(s), DES (Facilitated Lesson Planning) 9/12/2022 – 10 total hrs. (Title I)
Antionette Aboagye
Annmarie Asbel
Jeanne Berstein
Raymond Benckert
Joseph Branscomb
Amybeth Breden
Danielle Costa
Julie Dibble
Garrett Donaghy
Marcia Falkinburg
Heather Flaschenriem
Carmen Fontanez

Jessica Gracy
Kimberly Hanna
Lisa Hard
Michael Iannaccone
Rosette Javier
Lynda Karczewski
Renee Koulouris
Susan Lara
Christina Lewis
Alicia Mack
Sophia Makohon-Pidhorodeckyi
Charles Maggard
Robin Mashburn
Shea McAuley
Kimberly McMullin
Lynn Merritt
Marianne Montesani
Dawn Patella
Brenda Piazza
Erin Pintye
Miranda Schildbach
Amanda Smoak
Barbara Stanton
Jennifer Wagner

Approve Teacher(s), EES (Facilitated Planning) 9/23/2022 – 56 total hrs. (UniSig)
Sodette Clarke
Katlyn Kline
Ingrid Thomas

Approve Teacher(s), FWSHS (CAS Coordinator) 8/10/2022 – 30 total hrs. (IB District Funds)
Erin Edwards
Kendra Malcolm-Baker
Matthew Perlegis
Robert Wilson

Approve Teacher(s), FWSHS (Extended Essay Advisor) – 8/10/2022 – 2 total hrs. (IB District Funds)
Kathleen DiLorenzo
Thomas Gupton
Dennis McNerney

Approve Teacher(s), FWSHS (Extended Essay Advisor) – 8/10/2022 – 4 total hrs. (IB District Funds)
Beth Rubin
Vanessa Sufficool

Approve Teacher(s), FWSHS (Extended Essay Advisor) – 8/10/2022 – 6 total hrs. (IB District Funds)
Chris Auricchio
Sarah Bell
Matthew Perlegis
Becky Pusta
Dan Scott
Maria Sufficcol

Approve Teacher(s), FWSHS (Extended Essay Advisor) – 8/10/2022 – 30 total hrs. (IB District Funds)
Kendra Malcolm-Baker
Beth Rubin

Approve Environmental Service Technician(s), Maintenance (EST Training) – 9/28/2022 – 50 total hrs. (ESSER II)
Neil Donlon
Luis Saldana
Dana Wielk

11. Supplements - see attached list(s)

Running Total (Per Attached List) 2022-2023 School Year

$	1,998,176.70	Instructional
$	95,285.24	Noninstructional
$	2,093,461.94	Sub-Total
$	434,602.70	Benefits (20.76%)
$	2,528,064.64	Total

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2022/2023			
		Board Action 10/25/2022	
Bates-Miranda, Suzanne	Academic Services	County History Fair Coordinator- Secondary 50%	$ 649.00
Buckey, Ashley	Academic Services	District Student Council Faculty 50%	$ 540.00
Carr, Rebecca	Academic Services	County Science Fair Coordinator- Secondary	$ 1,298.00
Clark, Damien	Academic Services	County History Fair Coordinator- Secondary 50%	$ 649.00
Hunt, Victoria	Academic Services	District Student Council Faculty 50%	$ 540.00
Markham, Ruth	Academic Services	County Science Fair Coordinator- Elementary	$ 1,000.00
De Jesus, Alyssa	CHS	Cheerleading Coach- JV	$ 1,230.00
Ellis, Tyson	CHS	Golf Coach- Varsity Boys	$ 1,443.00
Bates-Miranda, Suzanne	FWSHS	Beta Club Sponsor 50%	$ 540.00
Imhof, John	FWSHS	Dept. Head- AP (18)	$ 2,086.00
Reyes, Sarah	FWSHS	Lunch Duty	$ 1,000.00
Albert, Luke	HHS	Head Basketball Coach- Varsity Girls	$ 2,542.00
Bittinger, Kevin	HHS	Extra Class Supplement eff. 8/22/22	$ 3,313.86
Brancato, Kevin	HHS	Extra Class Supplement eff. 8/22/22	$ 3,313.86
Greene, Janice	HHS	DECA Sponsor	$ 1,080.00
Lewis, Mason	HHS	National Technical Honor Society	$ 1,080.00
Lewis, Mason	HHS	Extra Class Supplement eff. 8/22/22	$ 3,546.43
Lisk, Sue	HHS	Extra Class Supplement eff. 8/22/22	$ 3,546.43
Mobley, Dwayne	HHS	Extra Class Supplement eff. 8/22/22	$ 3,313.86
Nicholson, Michael	HHS	Extra Class Supplement eff. 8/22/22	$ 3,546.43
Provost, Michael	HHS	Extra Class Supplement eff. 8/22/22	$ 3,313.86
Franz, Sean	PMS	Lunch Duty	$ 1,000.00
Pelfrey, Kelly	PMS	Lunch Duty	$ 1,000.00
Audette, Louis	WWK8	Band Director eff. 9/12/22	$ 1,897.60
Audette, Louis	WWK8	Dramatic Performance	$ 823.00
Audette, Louis	WWK8	Vocal Music Performance- Middle	$ 1,080.00
Torres, Debbie	WWK8	Extra Class Supplement eff. 10/4/22	$ 2,948.93
Paulo, Nancy	PMS	Cancel- Lunch Duty	$ (1,000.00)
Jordan, Timothy	WWHS	Cancel- Team Leader Science (6) eff. 9/19/22	$ (1,156.32)
		Total From Previous Agenda 10/11/22	$ 1,952,011.76
		Total Instructional Supplement/Differentiated Pay	**$1,998,176.70**

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2022/2023			
		Board Action 10/25/2022	
Merschbach, Jennifer	Assessment	Degree Supp. PTS eff. 9/19/22	$ 694.79
Milan Babilonia, Karina	EK8	Invasive Procedures	$ 750.00
Wolfe, Jennifer	EK8	Invasive Procedures	$ 750.00
Baquero Sierra, Maria	HHS	Translator	$ 647.50
Ralph, Ronald	Maintenance	Crew Chief eff. 9/19/22	$ 796.80
Hannaway, Charlotte	HHS	Cancel- School Health Professional CNA	$ (1,400.00)
Roth, Jeff	Maintenance	Cancel- Crew Chief eff. 10/21/22	$ (697.72)
		Total From Previous Agenda 10/11/22	$ 93,743.87
		Total Noninstructional/PTS/Adm. Supplements	$ 95,285.24

Agenda Item # 9. 23-1023 10/25/2022

Title and Board Action Requested

Ratify changes to the contract between Hernando United School Workers (HUSW) and the Hernando County School District and approve the bonus MOUs agreed to in the last bargaining session.

Executive Summary

The Executive Director of Business Services, on behalf of the Superintendent, requests approval to ratify the changes to the contract between the Hernando United School Workers (HUSW) and the Hernando County School Board (HCSB). Attached are the TA's and MOU's agreed to during the last bargaining cycle.

Tentative agreement was reached with HUSW regarding an increase to the Board contribution for health insurance and hiring bonuses for bus vehicle technicians, retention bonuses for bus vehicle technicians that were employed in the 2021-22 and returned in the 2022-23 school year, bonuses for bus operators taking on additional runs due to extreme bus operator shortages and retention bonus payments for all positions of $550.00; all to be paid with ESSER III funds.

Financial Impact: The cost of the health insurance contribution has already been recognized and approved at a previous board meeting. The approximate cost of the bonuses $1,400,000 ESSER III funds.

My Contact

Lisa Becker
Executive Director of Business Services
becker_l@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 2: People

Financial Impact

Financial Impact: The cost of the health insurance contribution has already been recognized and approved at a previous board meeting. The approximate cost of the bonuses is $0 for general fund and $1,400,000 ESSER III funds. If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Ratification Summary

T.A. #1, 09/21/22 – Article XVIII – Benefits (see attached)

MOU 08/23/22 – Bus vehicle technician hiring bonus (see attached)

MOU 08/23/22 – Bus vehicle technician retention bonus (see attached)

MOU 08/23/22– Bus vehicle technician double overtime (see attached)

MOU 08/23/22 – Bus operator additional run bonus (see attached)

MOU 09/21/22 – Retention bonus (see attached)

MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND
THE HERNANDO UNITED SCHOOL WORKERS ("HUSW" or "Union")

The Hernando County School District and Hernando United School Workers recognize the need to recruit and hire Transportation Department vehicle technicians during our current, unprecedented, extreme staff shortages. In an effort to aide in this endeavor, the Hernando County School District shall pay a one-time hiring bonus payment of $20,000 to each Transportation Department vehicle technician hired after the signing of this agreement and as defined below. This payment is non-recurring and does not become part of the non-instructional employee's base salary.

It is agreed by the HCSD and HUSW, that:

1. The Hernando County School District shall pay the hiring bonus of $20,000 after the new employee successfully works 30 work days. The one-time bonus shall be paid in two payments as described herein. The first payment of $15,000 shall be paid in the payroll run following the new hires successful completion of 30 day work days and the balance of $5,000 shall be paid on the last day of the employee's 2022-23 contract, provided the employee works through the end of their 2022-23 contract date which is June 30, 2023.
2. The payment shall be considered a bonus and shall be taxed accordingly.
3. The payment is not eligible under the Florida Retirement System (FRS).
4. In order to be eligible for this bonus, the Transportation Department vehicle technician new hire must have been hired after the signing of this agreement.
5. Bonus does not apply to a Transportation Department vehicle technician that resigns employment in 22-23 after receiving the retention bonus and reapplies and is re-hired in 22-23.
6. The HCSD may discontinue the hiring bonus at any time for any reason.

In addition, any previously employed Transportation Department vehicle technician employee seeking reemployment as a Transportation Department vehicle technician, will be granted placement on the salary schedule at their last hourly rate plus the hourly rate increase for the 22-23 fiscal year.

This agreement shall expire June 30, 2023.

L Becker — 8/23/2022

For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services — Date

Lozach Burnett — (@ 22.35) (23 Aug 22 mo 8 week)

For the Union — Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND
THE HERNANDO UNITED SCHOOL WORKERS ("HUSW" or "Union")

The Hernando County School District and Hernando United School Workers recognize the dedication and loyalty of our Transportation Department vehicle technicians during our current, unprecedented, extreme staff shortages. In an effort to retain the current Transportation Department vehicle technicians, the school district shall pay a one-time premium pay bonus payment of $25,000 to each of the Transportation Department vehicle technicians as defined below. This payment is non-recurring and does not become part of the non-instructional employee's base salary.

It is agreed by the HCSD and HUSW, that:

1. The Hernando County School District shall pay the eligible Transportation Department vehicle technicians the $25,000 premium pay bonus in two payments as described herein. The first payment of $15,000 shall be paid on the next payroll run following the signing of this MOU and the balance of $10,000 shall be paid on the last day of the employee's 2022-23 contract, provided the employee works through the end of their 2022-23 contract date of June 30, 2023.
2. The payment shall be considered earned income and shall be taxed accordingly.
3. The payment is eligible under the Florida Retirement System (FRS).
4. In order to be eligible for this payment, the Transportation Department vehicle technician employee must have been employed as of August 26, 2022.

This agreement shall expire June 30, 2023.

L Becker — 8/23/2022

For the Board, Chief Negotiator — Date
Lisa Becker, Executive Director of Business Services

Josiah Burnes — 022235 23 AUG 22 MO

For the Union — Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND
THE HERNANDO UNITED SCHOOL WORKERS ("HUSW" or "Union")

The Hernando County School District and Hernando United School Workers recognize the dedication and loyalty of our staff during our current, unprecedented, extreme staff shortages. During the term of this Agreement, the Hernando County School District shall pay overtime for authorized hours worked (in excess of 40 hours per workweek) by those approved non-instructional staff who are performing mechanical/repair work on school busses, at a rate of two times the regular rate of pay (instead of the standard time and one-half).

For the purposes of this MOU, bus mechanical/repair work will be defined as any work performed normally performed by a Transportation Department vehicle technician.

It is agreed by the HCSD and HUSW, that:

1. Payment of overtime shall be included in the non-instructional employee's pay and paid per the current payroll schedule.
2. The overtime pay shall be considered earned income and shall be taxed accordingly.
3. The overtime pay is eligible under the Florida Retirement System (FRS).

This agreement shall expire June 30, 2023

L Becker
For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services

8/23/2022
Date

Logan Burnett
For the Union

(D 22235)
(T) Aug 22 2:20
Date

MEMORANDUM OF UNDERSTANDING – REVISED 9/8/2022
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND
THE HERNANDO UNITED SCHOOL WORKERS ("HUSW" or "Union")

This MOU will replace the one signed on 8/23/2022 and be effective retro to 8/29/2022

The Hernando County School District and Hernando United School Workers recognize the dedication and loyalty of our bus operators during our current, unprecedented, extreme staff shortages. During the term of this agreement, in an effort to retain our Transportation Department bus operators, the school district shall pay a premium pay bonus payment of $25.00 to each bus operator for each additional AM &/or PM run assignment picked up in a day; this is in addition to their normal daily routes and hourly rate of pay. An example of a run is a portion of a route, which encompasses multiple school runs, and you agree to cover one of the school runs in this route. Examples of routes are HS/ES/MS or K8, HS/ES or ES/MS or K8 or HS/MS or K8. Generally there are two to three runs in a route.

It is agreed by the HCSD and HUSW, that:

1. This payment is non-recurring and does not become part of the non-instructional employee's base salary, however the bus operator may pick up uncovered runs in the AM and PM, if available, while we continue to have staff shortages, uncovered bus routes and this agreement is in effect.
2. Utility bus operators will be eligible for each additional run they cover, over 3 runs, in the AM and will be eligible for each additional run they cover, over 3, runs in the PM. So for example if a utility bus operator covers 4 runs in the AM and 3 in the PM they will be eligible for $25.00 bonus pay that day. If they cover 4 runs in the AM and 4 in the PM, they will be eligible for $50.00 bonus pay that day.
3. The payment shall be considered a bonus and shall be taxed accordingly.
4. The payment is not eligible under the Florida Retirement System (FRS).
5. The bonuses, as accrued, shall be paid in our normal payroll cycle.
6. The HCSD may discontinue this bonus, and therefore this MOU, at any time for any reason.

In addition, any previously employed Transportation Department bus operator employee seeking reemployment as a bus operator, will be granted placement on the salary schedule at their last hourly rate plus the hourly rate increase for the 22-23 fiscal year.

This agreement will expire on June 30, 2023, unless otherwise terminated sooner, as provided above in this agreement.

L Becker — 9/8/2022

For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services — Date

Lojack Bu — 10 days 50 Sept 22 - H 8 WEEK

For the Union — Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
HERNANDO COUNTY SCHOOL DISTRICT ("District")
AND
THE HERNANDO UNITED SCHOOL WORKERS ("HUSW" or "Union")

The Hernando County School District and Hernando United School Workers recognize the dedication and loyalty of our staff. During the term of this agreement, in an effort to reward and retain our staff, the school district shall pay a premium pay bonus payment of $550.00 to each bargaining unit employee.

It is agreed by the HCSD and HUSW, that:

1. This payment is non-recurring and does not become part of the non-instructional employee's base salary.
2. The payment shall be considered a bonus and shall be taxed accordingly.
3. The payment is not eligible under the Florida Retirement System (FRS).
4. Employee must be employed at the time the bonuses are paid out.
5. The bonuses shall be paid to employees by the end of the fiscal year.

This agreement shall expire June 30, 2023.

L Becker — 9/21/2022

For the Board, Chief Negotiator — Date
Lisa Becker, Executive Director of Business Services

Christopher O'Brien — 9-21-2022

For the Union — Date
Vice President

ARTICLE XVIII
BENEFITS

Section 4: **Health/Medical Insurance.** The Board's contribution shall not exceed $~~550.73~~682.04 per month, per employee, for those employees who "opt" in, and this shall be negotiated annually. Employer agrees to renegotiate health insurance premiums for bargaining unit members if another bargaining unit receives a Board contribution in excess of the one stated in this contract. The effective date of insurance for all new hired employees will be the 1st of the month following a 60 day wait period effective January 1, 2015. Any funding received by the District as a result of the insurance profit sharing program will be negotiated to offset health insurance costs for bargaining unit members.

TA #1 9-21-2022

L Becker — 9/21/2022

For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services — Date

Christopher O'Brien — 9-21-2022

For the Union
Vice President — Date

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: ESSER III Funds

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
4450E	5XXX-8XXX	1960	9300	99930	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 2,500,000	$	$ 0	$ 2,500,000	$ 1,400,000	$ 1,100,000

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ◉

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 10. 23-1024 10/25/2022

Title and Board Action Requested
Ratify changes to the contract between Hernando Classroom Teachers Association (HCTA) and the Hernando County School District and approve salary increase and performance pay and one-time retention bonuses.

Executive Summary
The Executive Director of Business Services, on behalf of the Superintendent, requests approval to ratify the changes to the contract between the Hernando Classroom Teachers Association (HCTA) and the Hernando County School District. Attached are the TA's and MOU's agreed to during the last bargaining cycle.

Florida Statute 1012.22 requires that instructional employees receive a salary increase based on their evaluation rating. Tentative agreement was reached with HCTA regarding performance pay and also includes a market adjustment. The performance agreement includes Highly Effective ratings receiving a $100 increase and Effective ratings receiving a $50 increase.

In an effort to remain competitive with salaries and to satisfy Florida Statute 1012.22, tentative agreement was reached with HCTA to increase the minimum base salary to $49,000. All newly hired teachers, hired as of 8/3/2022, will receive a salary increase of $1,500. All returning instructional staff, those who worked in the 21-22 school year and were re-appointed to and returned to work in the 22-23 school year, will receive a salary increase of $3,000.00.

The salary increases will be an annualized increase based on the employee's contract start date. To be eligible for the increase, the employee must be employed in this classification as of the Board approved date.

Additionally, all instructional bargaining unit members who worked in the 21-22 school year and returned at the beginning of the 22-23 school year will receive a $550.00 one-time retention bonus. To be eligible for the bonus, the employee must be employed in this classification as of the date the bonuses are paid. The funds used to cover this one-time bonus will be from the ESSER III grant.

My Contact
Lisa Becker
Executive Director of Business Services
becker_l@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 2: People

Financial Impact
The cost for this agenda item is $ 5,518,456.00 for general fund including fringes and $355,000.00 for special revenue fund including fringes, and $1,100,000.00 ESSER III funds, see attached.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Ratification Summary

T.A. #1, 06/21/22 – Appendix B – Athletic Department – Equity Supplements (see attached)

T.A. #2, 06/21/22 – President Release Language (see attached)

T.A. #3, 06/21/22 – eSchool Part-time Completer Pay bonus (see attached)

T.A. #4, 09/21/22 – Financial Package (see attached)

T.A. #5, 09/21/22 – Appendix A – Salary Instructional Personnel (see attached)

T.A. #6, 09/21/22 – Placement Salary Schedule for New Hires (see attached)

T.A. #7, 09/21/22 – Article XVI – Insurance (see attached)

T.A. #8, 09/21/22 – Appendix C – Athletic Supplements (see attached)

MOU 06/21/22 – Evaluation/EMART (see attached)

MOU 08/25/2022 – UniSig Grant for EES (see attached)

APPENDIX C
Supplemented Pay Rates Athletic Department

5) **To meet equity requirements**, two additional allocations of differentiated rates may be assigned to a sport as follows:

a. one head coach at ~~$1,401~~1443.00 and one assistant coach at $~~830~~855.00

OR

b. two assistant coaches at $~~830~~855.00 each Note: These allocations of differentiated pay are NOT to replace existing differentiated pay allocations.

TENTATIVE APPROVAL # 1

L Becker — 06/21/2022

For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services — Date

Susan Jackson — 6/21/22

For the Union — Date

ARTICLE II
Association and Professional Rights

2.292(C) Release Time Language – Upon approval of the Board, the duly elected Association President and/or designated officer(s) shall be released from his/her regular duties to perform the duties of the Association for his/her designated term. Said release shall be of any portion up to full-time basis, contingent upon the ability of the bargaining agent to satisfy the fiscal obligation of said release. The following expectations shall apply:

A. The Board shall serve as the fiscal agent for the payment of his/her salary, fringe benefits and fixed charges, provided the union reimburses the Board 100% of any and all sums paid, excluding millage or other special revenue sources, to or on behalf of said designated officer(s) for the release-time duties.

TA #2 06-21-2022

L Becker — 06/21/2022

For the Board, Chief Negotiator — Date
Lisa Becker, Executive Director of Business Services

Susan Jackson — 6/21/22

For the Union — Date

HCTA Counter-Proposal

August 25, 2022

APPENDIX I
HERNANDO eSCHOOL

...

3. Part-time teachers will teach an average of 30 students.

Upon initial hire, ~~T~~teachers will be paid ~~an initial~~ training supplement of $75.00 and $25.00 for each prep beyond the first one assigned.

Part-time Teachers will not be assigned more than three (3) virtual instruction courses per semester.

Part-time Teachers are considered to be employed "at will" and teaching assignments with e-school can be removed at the discretion of the principal.

In addition, teachers will receive a $100~~75.00~~ completer bonus per successful student completion per semester. A successful student completion occurs when a student completes a course with a grade of "A", "B", "C" or "D" within the School Board adopted student calendar. Bonus will not apply to FRS service and will be taxed at bonus pay rate.

...

TA # 3

L Becker — 8/25/2022

For the Board, Chief Negotiator — Date
Lisa Becker, Executive Director of Business Services

Lisa Massey — 8/25/22

For the Union — Date

HCSB Economic Counter Proposal - Revised

9/13/2022 - Revised 9/21/2022

The Board shall provide $4,811,078 to improve salaries for returning instructional staff by $3,000 each. $412,999 shall be provided to increase the minimum base salary to $49,000.

Athletic supplement adjustments: $61,735

eSchool completer pay bonus: $75,656

TOTAL RECURRING GENERAL FUND OBLIGATION: $5,361,468

Pay for Performance: Instructional staff receiving Highly Effective summative ratings shall receive $100 and those receiving Effective shall receive $50. (Estimated 1,000 HE and 600 Effective, approximately $156,988 w/fringe)

In order to encourage hiring, the Board shall provide up to $138,000 from non-recurring ESSER funds to provide a one-time recruitment bonus for teaching experience to be paid to new hires in full at completion of the 2022-23 contract.

For 5-9 years of verified teaching experience: $250
For 10+ years of verified teaching experience: $500

To encourage retention, the Board shall provide up to $882,000 from non-recurring ESSER funds to provide a one-time retention bonus of $550 for returning instructional staff.

TOTAL NON-RECURRING ESSER OBLIGATION: $1,020,000

These estimates are based on the following numbers:

1,328 returning instructional staff – returning instructional staff defined as those staff were employed as of 6/1/2022, earned year of experience, and returned at beginning of 22-23 school year.

The Board's bi-weekly contribution to health insurance, beginning 1/1/2023, shall increase from $275.36 per employee to $341.02; an increase of $65.66 bi-weekly per employee.

Revised TA #4

L Becker — 9/21/2022

For the Board, Chief Negotiator — Date
Lisa Becker, Executive Director of Business Services

Lisa Massena — 9/21/22

For the Union — Date

APPENDIX A
Salary Instructional Personnel

Employees begin each year with a base salary that is the amount they were paid in the previous year. There is no cap on the salary schedule.

The placement schedule will be updated to reflect negotiated cost of living and/or market adjustments annually.

Performance pay, cost of living increases and/or market adjustments will be **annually negotiated based on the available budget as determined by the School Board**. The calculation used for performance pay will **be** in compliance **with** Florida Statute and the formula will be Highly Effective = x, and Effective = .50x **based on the overall evaluation rating**.

Retroactivity. If retroactivity is an issue, pay increases will be retroactive to the beginning of the individual's employment contract year for all employees who are employed on the date of ratification by both parties of the Agreement between Hernando Classroom Teachers' Association and the Hernando County School Board.

~~The Board shall provide an increase of $1,380 to all bargaining unit members to bring the minimum base salary to $47,500 plus $50 for Effective and $100 for Highly Effective performance pay. The Board will also round everyone up to the nearest $50 increment for the 2021-2022 school year. Both parties agree annual increases will continue as flat amounts rather than percentages.~~

~~The Board will provide a $650 retention bonus from non-recurring funds at the end of the 2021-2022 school year for all instructional staff who complete the school year in Hernando County Schools. Bargaining unit members who work one day more than half the year will receive the full $650.00 and those who do not work one day more than half the year will receive half or $325.00. Teachers must work until the last day of their contract in order to receive the bonus. Teachers on leave for the entire year will not qualify for the bonus. The bonus will be paid in a separate check after the last day of the contract but prior to the last paycheck of the contract year.~~

~~The health insurance rates will not go up for the 2022 calendar year.~~

For the 22-23 school year, the Board shall provide an increase of $3,000 to all returning instructional staff who earned a year of service in the 21-22 school year and shall provide an increase of $1,500 to the minimum base salary bringing it up to $49,000. The Board shall pay $50 for Effective and $100 for Highly Effective performance pay.

The Board will provide a one-time retention bonus of $250 for each newly hired instructional staff with 5-9 years of verified teaching experience and $500 for each newly hired instructional staff with 10+ years of verified teaching experience. The Board will also provide a one-time retention bonus to all returning instructional staff of $550. Returning instructional staff are defined as having been employed as of 6/1/2022, earned a year of experience in the 21-22 school year and returned at the beginning of the 22-23 school year.

The Board has agreed to increase their bi-weekly contribution for health insurance to $341.02 beginning 1/1/2023. An increase of $65.66 bi-weekly.

L Becker — 9/21/2022 — TA #5 09-21-2022

For the Board, Chief Negotiator — Date
Lisa Becker, Executive Director of Business Services

Lisa Masseria — 9/21/22

For the Union — Date

PLACEMENT SCHEDULE FOR NEW HIRES
INSTRUCTIONAL PERSONNEL
2022-2023

	Years of Experience	Base Salary
PLI000	0-10	$49,000
PLI011	11-20	$49,500

NOTE: This schedule is for placement only. There is no movement on this salary structure. Anyyears beyond 10 are for qualified military experience and current employees with continuous employment returning to the bargaining unit with more than 10 years of teaching experience only.

TA #6 9-21-2022

L Becker
For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services

9/21/2022
Date

Lisa Massero
For the Union

9/21/22
Date

ARTICLE XVI
Insurance

16.10 A comprehensive group medical insurance plan which should include maternity, major medical, out-patientdiagnostic benefits, and term life insurance benefits shall be made available under the following conditions:

1) The Board shall contribute to ~~pay~~ the employee's single (individual) coverage cost not to exceed ~~$550.73~~$682.04 per month, effective January 1, ~~2015~~2023.

TA #7 9-21-2022

L Becker 9/21/2022

For the Board, Chief Negotiator — Date

Lisa Becker, Executive Director of Business Services

Lisa Massey 9/21/22

For the Union — Date

TA #8

APPENDIX C
Supplemented Pay Rates – Athletic Department

1) All differentiated pay, except Athletic Director, will be paid upon completion of activity, or with the last check, upon written authorization of the principal. (Athletic Director differentiated pay amount will be prorated).

2) Bargaining unit members who have earned a combined rating of Unsatisfactory on their most recent evaluation, will be ineligible to receive supplement pay under Appendices B and C, with noted exceptions in Appendix B.

3) All practice hours, scheduled contests, and numbers of coaches and assistants will be established to meet TITLE IX requirements. If a sufficient number of students do not qualify, the differentiated pay will be canceled. In this event, the activity will be combined for boys and girls under one coach with the supplement for either the boys or girls activity (not both).

4) Interscholastic contests/games/meets, etc., are required for justification of the differentiated pay rate.

5) **To meet equity requirements**, two additional allocations of differentiated rates noted at the bottom of the table in #6, may be assigned to a sport as follows:

a. one head coach at $1,590.75~~1,401.00~~ and one assistant coach at $945.00~~830.00~~
OR
b. two assistant coaches at $945.00~~830.00~~ each
Note: These allocations of differentiated pay are NOT to replace existing differentiated pay allocations.

6)

ATHLETIC ACTIVITY	Grades 6-8	#	Grades 9-12	#
Athletic Director: *	$1,760.85	1	$4,622.10	1
Baseball:				
Varsity Coach			$2,735.25	1
Assistant Varsity or JV Coach			$1,590.75	1
Basketball:				
Head Varsity Coach (boys)			$2,735.25	1
Head Varsity Coach (girls)			$2,735.25	1
Head JV Coach (boys)			$1,590.75	1
Head JV Coach (girls)			$1,590.75	1
TRUE FLEX (team sports, not limited to Basketball)			$1,590.75	1
TRUE FLEX (team sports, not limited to Basketball)			$1,590.75	1
Head Middle School Coach (boys)	$1,515.15	1		
MS Asst Head/JV Coach (boys)	$1,354.50	1		
Head Middle School Coach (girls)	$1,515.15	1		
MS Asst Head/JV Coach (girls)	$1,354.50	1		

Cheerleading:				
COMPETITIVE CHEER			$2,735.25	1
Varsity Coach - Sideline			$2,413.95	1
Assistant/Jr. Varsity Coach			$1,590.75	1
Middle School Coach	$1,179.15	1		
Cross Country:				
Head Varsity Coach (boys & girls)			$1,590.75	1
Assistant/Jr. Varsity Coach (boys & girls)			$945.00	1
Football: **				
Head Varsity Coach			$4,200.00	1
Associate Head Coach			$2,100.00	1
Assistant Varsity Coach			$1,890.00	3
Head JV Coach			$1,890.00	1
Assistant JV Coach			$1,795.50	1
Head Middle School Coach	$1,627.50	1		
Assistant Middle School Coach	$1,354.50	2		
Golf:				
Varsity Coach (boys)			$1,590.75	1
Varsity Coach (girls)			$1,590.75	1
Middle School Coach (boys and girls)	$945.00	1		
Soccer:				
Varsity Coach (boys)			$2,735.25	1
Varsity Coach (girls)			$2,735.25	1
Assistant Varsity or JV Coach (boys)			$1,590.75	1
Assistant Varsity or JV Coach (girls)			$1,590.75	1
Softball:				
Varsity Coach			$2,735.25	1
Assistant Varsity or JV Coach			$1,590.75	1
Middle School Coach	$1,515.15	1		
Swimming:				
Varsity Coach (boys and girls)			$1,590.75	1
Assistant Varsity or JV Coach (boys and girls)			$945.00	1
Tennis:				
Varsity Coach (boys)			$1,590.75	1
Varsity Coach (girls)			$1,590.75	1
Middle School Coach (boys & girls)	$945.00	1		

Track:				
Head Varsity Coach (boys)			$2,735.25	1
Head Varsity Coach (girls)			$2,735.25	1
Assistant Varsity or JV Coach (boys)			$1,590.75	1
Assistant Varsity or JV Coach (girls)			$1,590.75	1
Middle School Coach (boys)	$1,515.15	1		
Middle School Coach (girls)	$1,515.15	1		
Volleyball:				
Varsity Coach			$2,735.25	1
Assistant Varsity or JV Coach			$1,590.75	1
Middle School Coach	$1,515.15	1		
Weightlifting:				
Varsity Coach (boys)			$1,590.75	1
Varsity Coach (girls)			$1,590.75	1
Wrestling:				
Varsity Coach			$2,735.25	1
Assistant Varsity or JV Coach			$1,590.75	1
Female Only Sports - new sports not already receiving a supplement above:				
Varsity Coach			$1,590.75	1
Assistant Varsity or JV Coach			$945.00	1
Equity - 2 supplements for Gender Equity				
Head Coach			$1,590.75	1
Assistant Coach			$945.00	1
OR				
Assistant Coach			$945.00	1
Assistant Coach			$945.00	1
* The Athletic Director shall coordinate the scheduling of all school athletic contests and athletic facilities.				
** Twenty percent (20%) of the differentiated pay rate will be retained for spring practice.				

~~ATHLETIC ACTIVITY~~	~~GRADES 6-8~~	~~#~~	~~GRADES 9-12~~	~~#~~
~~Athletic Director: *~~	~~$1,123.00~~	~~1~~	~~$3,830.00~~	~~1~~
~~Baseball:~~				
~~Varsity Coach~~			~~$2,542.00~~	~~1~~
~~Assistant Varsity or JV Coach~~			~~$1,443.00~~	~~1~~

~~Basketball:~~

~~Head Varsity Coach (boys)~~			~~$2,542.00~~	~~1~~
~~Head Varsity Coach (girls)~~			~~$2,542.00~~	~~1~~
~~Head JV Coach (boys)~~			~~$1,443.00~~	~~1~~
~~Head JV Coach (girls)~~			~~$1,443.00~~	~~1~~
~~Athletic Trainer or Assistant Coach~~			~~$1,443.00~~	~~1~~
~~Athletic Trainer or Assistant Coach~~			~~$1,443.00~~	~~1~~
~~Head Middle School Coach (boys)~~	~~$1,443.00~~	~~2~~		
~~Head Middle School Coach (girls)~~	~~$1,443.00~~	~~2~~		

~~Cheerleading:~~

~~Varsity Coach~~			~~$2,299.00~~	~~2~~
~~Jr. Varsity Coach~~			~~$1,230.00~~	~~1~~
~~Middle School Coach~~	~~$1,123.00~~	~~1~~		

~~Cross Country:~~

~~Varsity Coach (boys)~~			~~$1,443.00~~	~~1~~
~~Varsity Coach (girls)~~			~~$1,443.00~~	~~1~~

~~Football: **~~

~~Head Varsity Coach~~			~~$3,421.00~~	~~1~~
~~Assistant Varsity Coach~~			~~$1,710.00~~	~~4~~
~~Head JV Coach~~			~~$1,710.00~~	~~1~~
~~Assistant JV Coach~~			~~$1,710.00~~	~~1~~
~~Head Middle School Coach~~	~~$1,443.03~~	~~1~~		
~~Assistant Middle School Coach~~	~~$1,016.00~~	~~2~~		

~~Golf:~~

~~Varsity Coach (boys)~~			~~$1,443.00~~	~~1~~
~~Varsity Coach (girls)~~			~~$1,443.00~~	~~1~~
~~Middle School Coach (boys and girls)~~	~~$855.00~~	~~1~~		

~~Soccer:~~

~~Varsity Coach (boys)~~			~~$2,542.00~~	~~1~~
~~Varsity Coach (girls)~~			~~$2,542.00~~	~~1~~
~~Assistant Varsity or JV Coach (boys)~~			~~$1,443.00~~	~~1~~
~~Assistant Varsity or JV Coach (girls)~~			~~$1,443.00~~	~~1~~

~~Softball:~~

~~Varsity Coach~~			~~$2,542.00~~	~~1~~
~~Assistant Varsity or JV Coach~~			~~$1,443.00~~	~~1~~
~~Middle School Coach~~	~~$1,443.00~~	~~1~~		

~~Swimming:~~

~~Varsity Coach (boys and girls)~~			~~$1,443.00~~	~~1~~
~~Assistant Varsity or JV Coach (boys and girls)~~			~~$855.00~~	~~1~~

~~Tennis:~~

~~Varsity Coach (boys)~~			~~$1,443.00~~	~~1~~
~~Varsity Coach (girls)~~			~~$1,443.00~~	~~1~~

Middle School Coach (boys)	$855.00	1
Middle School Coach (girls)	$855.00	1

Track:

Head Varsity Coach (boys)	$2,542.00	1
Head Varsity Coach (girls)	$2,542.00	1
Assistant Varsity or JV Coach (boys)	$1,443.00	1
Assistant Varsity or JV Coach (girls)	$1,443.00	1
Middle School Coach (boys)	$1,443.00	1
Middle School Coach (girls)	$1,443.00	1

Volleyball:

Varsity Coach	$2,542.00	1
Assistant Varsity or JV Coach	$1,443.00	1
Middle School Coach	$1,443.00	1

Weightlifting:

Varsity Coach (boys)	$1,443.00	1
Varsity Coach (girls)	$1,443.00	1

Wrestling:

Varsity Coach	$2,542.00	1
Assistant Varsity or JV Coach	$1,443.00	1

* The Athletic Director shall coordinate the scheduling of all school athletic contests and athletic facilities.

** Twenty percent (20%) of the differentiated pay rate will be retained for spring practice.

It is agreed by the parties that employees receiving athletic supplements for the 2022-2023 school year shall be held harmless in the implementation of the updated supplement schedule. Any season which has already begun and which might be adversely affected by changes to the supplement schedule shall be paid according to the 2021-2022 schedule.

for the Board

for the Union

9/21/2022

Date

MEMORANDUM OF UNDERSTANDING

Between

The Hernando County School Board

And

The Hernando Classroom Teachers' Association

The following Memorandum of Understanding (MOU) is an agreement between the Hernando County School Board (HCSB) and the Hernando Classroom Teachers' Association (HCTA) to fully implement the changes to the 2022-23 Instructional Evaluation Manual as recommended by the EMART committee. HCSB and HCTA have reached tentative agreement on the attached changes to the Evaluation Manual.

Until official ratification, final School Board approval, and acceptance from the Florida Department of Education (FLDOE) parties agree that the changes can be fully implemented in order to ensure that teachers are aware of how they will be evaluated for the 2022-23 school year.

The changes to the Evaluation Manual are accepted as listed in the attached documents.

L Becker — 06/21/2022

For the Board, Chief Negotiator, Lisa Becker, Executive Director of Business Services — Date

Lisa Massena — 6/21/22

For the Union — Date

MEMORANDUM OF UNDERSTANDING – REVISED 8/25/2022

This MOU will replace the one signed on 8/2/2022

Between
The Hernando County School Board
And
The Hernando Classroom Teachers' Association

The parties hereby enter into this Memorandum of Understanding acknowledging an agreement to the following language regarding D schools.
The school currently impacted by the language is Eastside Elementary School for the school year 2022-23.

The state Turnaround School Supplemental Services Application (TSSSA) includes strategies the school district will implement to identify, recruit, retain and reward instructional personnel. To support recruitment and reward instructional excellence, EES would offer premium pay up to $15,000.00 or up to a $7,500.00 for each teacher who is already working at or is hired by September 15, 2022 to work at EES that meet the following eligibility criteria:

To be eligible a teacher must:

- Have a 2022 3-year aggregate state VAM or the new state VAM calculation which contains 2018-19, 2020-21 or 2021-22 school year as Highly Effective and Effective, **whichever is best**. Algebra I teachers can use a one-year state VAM from 2021 or 2022;
- Have 10 assessments/observations within the state VAM; and
- Teach at a Title I school identified with a school grade of D or F as of September 15, 2022.

All expenditures must be consistent with the approved allocation, as well as applicable state and federal laws, regulations and guidance.

- If an eligible teacher teaches part-time, the allocation shall be pro-rated.
- An eligible teacher does not have to be teaching a VAM grade level or subject to receive this allocation.
- Amendments will not be accepted due to the program's processes and deadline.
- Disburse funds in two equal installments, based on a teacher completing the district-approved schedule of semesters. For example, disburse half of the funds to an eligible teacher at the completion of the first semester and then disburse the remainder at the completion of the second semester.
- Allocations may be pro-rated based on the employment dates of the teacher. However, a teacher must begin employment at an eligible school by September 15, 2022.
- The district's fringe cost will be taken from the premium payment so as to eliminate any cost to the general fund.

The premium pay will not be paid for teachers who started after September 15, 2022 or left Eastside Elementary School prior to the end of the fund disbursement schedule shown above. All disbursements are dependent upon procuring UniSIG grant funds and will be paid in two equal installments per schedule above.

L Becker
For the Board, Chief Negotiator
Lisa Becker, Executive Director of Business Services

8/25/2022
Date

Susan Jackson
For the Union

8/25/22
Date

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name	ESSER III Funds					
Account Number	4450E	5XXX-8XXX	1960	9300	99930	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 2,500,000	$	$ 0	$ 2,500,000	$ 1,100,000	$ 1,400,000

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name	General Funds - Performance Pay					
Account Number	1100	51XX-6XXX	1200/1300	Various	Various	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 156,988	$	$ 0	$ 156,988	$ 156,988	$ 0

B. Item Currently Not Budgeted -**

	Fund	Function	Object	Cost Center	Project	Sub Project
Funding Source	Various Funds - Fund Balances					
Account Name	General Fund and Special Revenue - Instructional Salaries & Fringes					
Account Number	11XX/42XX	51XX-6XXX	1200/1300	Various	Various	

Amount $ 5,716,468

	Fund	Function	Object	Cost Center	Project	Sub Project
Funding Source						
Account Name						
Account Number						

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ◉

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 11. 23-1025 10/25/2022

Title and Board Action Requested

Approval of the Market Adjustment of 3.5% for School Principals and District Based Administrative employees and 5% for School Assistant Principals and performance pay for School Based Administrative Employees for 2022-2023.

Executive Summary

The Executive Director of Business Services, on behalf of the Superintendent of Schools, hereby requests the Board approve a Market Adjustment of 3.5% for School Principals and District Based Administrative employees and 5% for School Assistant Principals and performance pay for School Based Administrative Employees for 2022-2023.

Also approve the attached placement salary schedules recognizing the market adjustment.

My Contact

Lisa Becker
Executive Director of Business Services
(352)797-7000 Ext. 402
becker_l@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 2: People

Financial Impact

The cost for this agenda item is approximately $338,833.00, see attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

DISTRICT-BASED ADMINISTRATOR PLACEMENT SALARY RANGE
This is for placement only
2022-2023

Assistant Director, Fire Official/Plans Examiner, Senior Recruiter & Public Information Officer 249 days	Director Level Positions 249 days	Executive Director Level Positions 249 days	Assistant Superintendent Level Positions 249 days
$77,981 - $89,679	$85,619 - $98,465	$93,972 - $108,068	$103,012 - $118,465

For those hired into Administrative Positions prior to July 1, 2011:
For each advanced degree beyond educational requirements listed in the job description add: $1,000

For those hired into Administrative Positions after July 1, 2011 in a position that requires Florida Educator Certificate:
For each advanced degree beyond educational requirements listed in the job description that is held in the individual's area of certification add: $1,000

For those hired into Administrative Positions after July 1, 2011 in a position that does not require a Florida Educator Certificate:
For each advanced degree beyond educational requirements listed in the job description add: $1,000

NOTE: 01/10/12 Board did not grant a year of experience or step increase for this classification of employees. However, new hires and current employees transferring will receive experience credit for the 10-11 school year.

Board Approved:

SCHOOL-BASED ADMINISTRATOR PLACEMENT SALARY RANGE - 2022-2023

PAP	PEP	PMP	PHP
e-school, Alt. Ed Principal 249 days	Elem Principal 249 days	K8 & Mid Principal 249 days	High Principal 249 days
$76,612 - $88,104	$80,445 - $92,512	$84,937 - $97,677	$88,659 - $101,958

PEAL	PEAR	PMAL	PMAR	PHAL	PHAR
Elem Asst Principal 216 days	Elem Asst Principal 249 days	K8 & Middle Asst. Principal 216 days	K8 & Middle Asst. Principal 249 days	High Asst. Principal 216 days	High Asst. Principal 249 days
$61,068 - $70,226	$70,397 - $80,955	$62,260 - $71,574	$71,772 - $82,509	$64,558- $74,218	$74,421 - $85,556

Degree :

$ 1,000 Each advanced degree beyond the degree required in the job description (if hired after 7/1/11, the advanced degree must be in the individual's area of certification to qualify for the adjustment)

Additional Academic Responsibilities:

$ 1,000 ESE Cluster Site (as designated by the ESE Department)

$ 1,200 Lead Principal

Board Approved:

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: General Fund, Special Revenue & Food Service Fund

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	11XX/411X421X	Various	1XXX/2XXX	Various	Various	00000

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 338,833.00	$	$	$ 338,833.00	$ 338,833.00	$ 0

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 12. 23-1021 10/25/2022

Title and Board Action Requested
Approve new job descriptions from Superintendent's Re-org.

Executive Summary
The Executive Director of Business Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the new job descriptions for the new positions approved in the Superintendent's Re-org approved by the Board on June 14, 2022, agenda item #22-0695.

My Contact
Lisa Becker
Executive Director of Business Services
becker_l@hcsb.k12.fl.us
352-797-7000 ext. 402

2018-23 Strategic Focus Area
Pillar 2: People

Financial Impact
No financial impact.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

BUDGET ANALYST

Required Qualifications:

- B.A. Degree in Accounting
- Minimum of two (2) years of governmental accounting and/or budgeting experience
- Two (2) additional years of experience relative to job responsibilities may substitute for the above degree requirement
- Knowledge of law, rules and regulations pertaining to school financial systems
- Knowledge of administrative computer applications as related to departmental job functions

Desired Qualifications:

- Knowledge of law, rules and regulations pertaining to school financial systems
- Knowledge of administrative computer applications as related to departmental job functions

Performance Responsibilities:

- Support the Director of Budget in managing all operations and functions consistent with District priorities and goals
- Assist with the development of the annual budget
- Analyze budget documents to identify discrepancies to ensure compliance with related policies and procedures and advise of budget changes and reclassifications if needed
- Prepare required reports on various projects, grants, and categorical programs throughout the fiscal year
- Post budget transfers as requested by schools and departments
- Create new projects and account strips in Skyward as needed; maintain/edit account strips and project codes
- Independently compose and prepare monthly budget to actual reports for Director of Budget to review and for distribution to the departments
- Prepare quarterly budget amendment reports for Board approval
- Review and reconcile payroll liability accounts monthly and annually
- Prepare journal entries for budget adjustment and amendments
- Prepare annual calculations for salary increases
- Prepare end of year compensated absence report
- Act in a lead capacity and review work of and provide training to staff
- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others

- All work responsibilities are subject to having performance goals and/or targets established
- Maintain focus and attention
- Other duties as assigned by the Director of Budget
- Keep Director of Budget informed of potential problems or unusual events
- Sustain focus and attention
- Perform other duties as directed by Director of Budget

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports to the Director of Budget &/or designee

Evaluation:

Evaluated by the Director of Budget &/or designee

Terms of Employment:

12- month employment

Salary:

Salary based upon approved salary schedule – Professional/Technical/Supervisory Category D

Job Code:

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

COORDINATOR OF HUMAN RESOURCES

Required Qualifications:

- Bachelor's Degree in Education or Business
- Experience in Human Resources
- Excellent oral and written communication skills

Desired Qualifications:

- Knowledge of Florida Statutes, School Board Policies and human resource procedures
- Computer skills
- Employee relations or human resources experience
- Master's Degree in Educational Leadership or Business
- Previous supervisory experience

Performance Responsibilities:

- Assist in Performing the planning, development and administrative functions of the human resources department
- Be responsible for coordination of the reappointment process
- Administer established procedures to conduct applicant and employee background checks
- Provide assistance to administrators in the recruitment and selection of personnel
- Maintain personnel files on prospective, present and former employees
- Provide assistance and act as a resource to administrators in the retention of personnel
- Process paperwork on teacher interns to schools for placement, maintain updated database of placement locations, set up files and return required paperwork to colleges
- Assist with coordinating recruitment activities
- Supervise and evaluate all personnel that report directly to this position
- Assist with overseeing the daily operation of the Human Resources Department
- Investigate allegations/complaints regarding substitute employees and make a determination of eligibility of continued employment
- Oversee the Teacher Certification and the Alternative Certification Programs
- Oversee the daily operations of the support complex
- Maintain SOP's and update and add new SOP's as needed
- Update the employee handbook annually
- Create agenda items as needed for the Human Resources Department and present as needed to the Board
- Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action

- Keep the Director of Human Resources abreast of all ongoing situations, programs, changes and practices in the areas of assigned responsibility.
- Sustain focus and attention
- Perform other duties as assigned by the Director of Human Resources

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Human Resources and/or designee

Evaluation:

Annual evaluation done by the Director of Human Resources and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category F

Job Code:

77308

Board Approved:

Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

FINANCIAL ANALYST

Required Qualifications:

- B.A. Degree in Accounting
- Minimum of two (2) years of governmental accounting and/or budgeting experience
- Two (2) additional years of experience relative to job responsibilities may substitute for the above degree requirement
- Knowledge of law, rules and regulations pertaining to school financial systems
- Knowledge of administrative computer applications as related to departmental job functions

Desired Qualifications:

- Knowledge of law, rules and regulations pertaining to school financial systems
- Knowledge of administrative computer applications as related to departmental job functions

Performance Responsibilities:

- Assist in the fiscal operation of the District in accordance with established principles and procedures, including the development, maintenance, and documentation of fiscal procedures and audit controls, developing schedules and reports as needed by the Director of Finance
- Plan and organize accounting activities, including assigning priorities and deadlines, coordinating workflow to meet deadlines, and coordinate training of personnel
- Perform various accounting and data-entry activities related to general accounting, accounts payable, grants, capital projects, and internal service funds, in accordance with established principles and procedures while maintaining confidentiality
- Provide guidance to support staff and assist employees performing bookkeeping activities by resolving finance related issues
- Monitor and review district finance systems, analyze district accounting data, and perform reviews as necessary
- Prepare journal entries and maintain applicable ledgers, including various project ledgers
- Prepare and reconcile bank deposits
- Prepare receivable invoices and statements
- Analyze and maintain budgets, expenditures, and prospective plans for Debt Service and Capital Projects
- Analyze and balance the general ledger accounts monthly and annually
- Audit vendor invoices, approve for payment, generate, and analyze check runs
- Supervise staff in the absence of the Director

- Act in a lead capacity and review work of and provide training to staff
- Develop and maintain the District chart of accounts
- Analyze Charter School financial statements and review applications for compliance
- Maintain, update, and submit monthly reports as required by outside agencies
- Review and monitor local, state, and federal grants including financial reporting
- Sustain focus and attention
- Keep Director of Finance informed of any areas of concern
- Perform other duties as assigned by Director of Finance

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports to the Director of Finance &/or Designee

Evaluation:

Evaluated by the Director of Finance &/or Designee

Terms of Employment:

12- month employment

Salary:

Salary based upon approved salary schedule – Professional/Technical/Supervisory Category D

Job Code:

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

Lead Certification & Data Specialist

Required Qualifications:

- High School Diploma with a minimum of 4 years certification experience that provides the required knowledge, skills, and abilities to perform the essential duties and responsibilities of the position
  OR
- Associate degree or equivalent from an accredited institution (2 years of college coursework) with a minimum of 2 years of certification experience that provides the required knowledge, skills, and abilities to perform the essential duties and responsibilities of the position
- Minimum of 4 years Human Resources Experience
- Experience with Employee Management Software
- Experience in analyzing data to make data-driven decisions
- Experience in communicated with a variety of audiences, orally and in writing, including electronic media

Desired Qualifications:

- Knowledge of Florida Statutes, School Board Policies and human resource procedures
- Computer skills

Performance Responsibilities:

- Provide supervision of Data & Certification Specialist and oversee work
- Serve as team lead for employees responsible for providing guidance to instructional and administrative personnel for obtaining and maintaining certification
- Oversee, train, and delegate work to appropriate staff; and make recommendations for employment and procedures
- Establish and maintain collaborative working relationships with all stakeholders
- Plan, organize, and coordinate activities related to certification of personnel, ensuring accuracy and compliance with district, state, and federal guidelines
- Develop and implement certification policies and procedures to increase effectiveness and efficiency of certification services and make process improvements as appropriate
- Develop and implement on-boarding policies and strategies to improve Human Resource procedures
- Counsel and assist out-of-field teachers to ensure compliance with state legislation, while minimizing the number of out-of-field teachers in the District
- Collaborate with Professional Development to assist out-of-field teachers to ensure compliance with state legislation is completed

- Collaborate with Professional Development to assist endorsement programs
- Advise administrators regarding personnel certification status to recommend course placement options
- Advise administrators regarding personnel certification status as to recommendation for reappointment
- Communicate certification requirements, including any changes in district, state or federal guidelines, to various stakeholders
- Collaborate with district- and school-based administrators to identify areas of need related to teacher certification in order to provide recommended plans for retention
- Collaborate with management staff on the creation or modification of job descriptions, assist in updating job description files, and prepare related documentation for Board approval
- Update and maintain pay related control records with administrative staff and direct data entry staff of updates that need to be implemented in the district employee data system.
- Assist with annual compensation management activities, including compiling data, preparing reports, updating related system information, and auditing changes for accuracy
- Serve as a liaison to coordinate certification procedures between Human Resources, schools, departments, instructional employees and the Florida Department of Education
- Analyze applicants' and employees' certification eligibility to ensure compliance with Florida Educator Certification requirement.
- Resolve discrepancies and exceptions on all matters pertaining to teacher certification in personnel systems
- Oversee development and preparation of a variety of certification reports for ongoing customer needs
- Oversee the upkeep of all employee data entry within the employee management system.
- Update and maintain certification records within the District's employee data system
- Collaborate with Professional Development and Human Resources to retain and better assist all instructional staff
- Collaborate and assist to recruit and retain and better assist all HCSD staff
- Collaborate and assist with the selection and implementation of any and all employee management data systems
- Collaborate and assist all instructional, noninstructional, professional technical and administrative paperwork
- Assist in the preparation of updates in data sheets for all employees
- Collaborate and assist with the reappointment process
- Complete Audits of Data, Certification, & Human Resources procedures at our Charter Schools
- Keep the Director of Human Resources and the Coordinator of Human Resources informed of potential issues and unusual events
- Sustain focus and attention
- Perform other duties as assigned by Director of Human Resources and/or designee

Physical Demands:

Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently to lift, carry, push, pull or move objects

Reports to:

Reports directly to the Director of Human Resources and/or designee

Evaluation:

Annual evaluation done by the Director of Human Resources and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category D

Job Code:

77337

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

MANAGER OF ENVIRONMENTAL SERVICES

Required Qualifications:

- Associate degree and five (5) years of successful experience in related field or high school diploma or equivalent and seven (7) years of experience
- Minimum five (5) years of experience in a managerial or supervisory role over ten (10) or more personnel
- Knowledge of materials, methods and practices associated with custodial and other aspects of building maintenance
- Florida driver's license

Desired Qualifications:

- Bachelor's degree
- Five (5) years of experience in a managerial or supervisory capacity over twenty-five (25) or more personnel
- Project management experience
- Possess extremely good verbal and written communication skills
- Ability to speak clearly and concisely in phone conversations and video conferences
- Ability to supervise other employees
- Ability to work with minimal direct supervision on a flexible schedule, which may include days and/or nights
- Knowledge of Florida Inventory of School Houses (FISH)

Performance Responsibilities:

- Maximize customer services to assist schools
- Ensure there is adequate personnel, space and equipment for performance of routine duties and special projects
- Monitor environmental services staff throughout the district to ensure a high quality of standards is maintained and complies with expectations
- Evaluate custodial operations through site reviews to determine efficiency of operation, cleanliness of facilities and appearance of grounds and building. Identify and inform administrators of underperforming sites and develop a corrective action, as needed
- Review findings with the school administrators on a regular basis
- Implement procedures and train employees in regard to custodial routines and work flow
- Implement, update and administer environmental services technician (EST) training courses
- Prepare and submit all required reports in a timely and complete manner, with a high degree of clarity to the Executive Director of Support Operations
- Ensure appropriate levels of materials, supplies and tools are maintained to assure the work can be completed Conduct inspections regarding sanitation, environmental, and work tasks on a routine basis to ensure consistent quality and completeness of work

- Maintain a district wide recycling program
- Assist with district environmental efforts as part of a team or committee
- Act as liaison, when needed, with site based environmental services personnel for assignment and completion of maintenance
- Act as liaison with the safety officer and environmental services staff to ensure expedient and proper assignment and completion of work tasks related to safety issues
- Manage minor construction and maintenance projects primarily related to, but not limited to flooring
- Assist with FISH data gathering and verification
- Oversee product selection of supplies and equipment
- Maintain equipment inventory for each site and recommend maintenance and replacement program
- Maintain files and supplies in assigned spaces in a neat and orderly fashion at all times
- Assist, when needed, in coordinating custodial duties and assignments with all site administrators and the Executive Director of Support Operations
- Coordinate meetings with vendors and suppliers to review new and existing custodial products
- Coordinate stocking of custodial supplies with the Purchasing Department
- Submit an annual capital equipment request list
- Set up and manage bi-annual custodial meetings and distribute minutes
- Assist in hiring of staff, when required
- Perform other duties as assigned by the Executive Director of Support Operations and/or designee

Reports to:

Reports directly to the Executive Director of Support Operations and/or designee

Evaluation:

Annual evaluation done by the Executive Director of Support Operations and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule – Professional/Technical/Supervisory Category E

Job Code:

81013

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

TRANSPORTATION FLEET MAINTENANCE MANAGER

Required Qualifications:

- High school diploma or equivalent
- Minimum of Ten (10) years experience in the repair of gasoline and diesel engines
- Previous supervisory experience
- Must possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements or obtain CDL with proper endorsements within sixty (60) days of hire date
- Must possess a Bus Inspection Certification or obtain within one (1) year after hire date
- Medical Examination Report for Commercial Driver Fitness Determination

Desired Qualifications:

- Associates Degree
- Experience in management of a transportation budget in excess of $10 million

Performance Responsibilities:

- Provide the director information about fleet maintenance needs in assisting the director with preparing the annual transportation operating and capital budgets
- Provide information to the director related to hiring, disciplinary actions and termination of fleet maintenance personnel assigned to the department
- Participate in confidential conferences, employee grievances and formal complaints with the director
- Advise the director in the evaluation of bids for repair parts, supplies and miscellaneous chemicals
- Supervise and evaluate all personnel who report to this position
- Responsible formation of on-going technician training programs and communicating concerns regarding fleet maintenance personnel to the director
- Assess vehicles and tools for determination of replacement
- Prepare specifications for purchase of new vehicles for the district
- Monitor the performance of vehicle technicians through ongoing open communications with the Shop Foremen
- Inform assigned personnel of responsibilities required by federal, state and local laws, rules, policies and practices
- Advise the director in the evaluation of bids for repair parts/supplies and miscellaneous chemicals

- Arrange repairs by contract vendors for district vehicles in accordance with approved bids
- Develop and maintain records necessary for efficient and cost-effective management of the Transportation Fleet Maintenance
- Arrange for members of the fleet maintenance staff to attend workshops or seminars designed to improve their efficiency and skills
- Work with diverse groups in a professional and courteous manner, and communicate effectively both orally and in writing
- Assist with any county emergency i.e. hurricane evacuation activities
- Supervise assigned personnel, conduct annual performance evaluations and make recommendations for appropriate employment action
- Maintain focus and attention
- Perform other duties as assigned by the Director of Transportation and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Transportation and/or designee

Evaluation:

Annual evaluation done by the Director of Transportation and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category E

Job Code:

78013

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

TRANSPORTATION OPERATIONS MANAGER

Required Qualifications:

- High School diploma or equivalent
- Minimum of Seven (7) years of transportation experience
- Previous documented supervisory experience
- Must possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements
- Medical Examination Report for Commercial Driver Fitness Determination

Desired Qualifications:

- Experience with a routing and scheduling system
- Experience with management of a transportation budget in excess of $10 million

Performance Responsibilities:

- Provide the director information about operational needs in assisting the director with preparing the annual transportation operating and capital budgets
- Provide information to the director related to hiring, disciplinary actions and termination of personnel assigned to the department
- Supervise assigned personnel, conduct annual performance evaluations and make recommendations for appropriate employment action
- Participate in confidential conferences, employee grievances and formal complaints with the director
- Responsible for formation of ongoing safety training programs and communicating concerns of, bus operators, attendants, dispatchers, specialists, and office staff
- Assist the director by attending Board Meetings and/or Workshops, when called upon
- Inform assigned personnel of responsibilities required by federal, state and local laws, rules, policies and practices
- Supervise highly complex technical and analytical work involving the design development and implementation of computer applications, projects, and/or systems
- Develop and maintain records necessary for efficient and cost-effective management of the Transportation Department
- Organize, coordinate, and direct appropriate in-service training programs for Transportation Department employees, with special emphasis on training of bus operators
- Develop, implement, monitor and report progress on a common calendar used to coordinate the work of various groups within the Transportation Department. This includes but is not limited to: route planning for the regular, extended school year,

student census and reporting associated with the Florida Education Finance Plan (FEFP), annual evaluations, and school opening activities
- Must understand mapping and demographic strategies
- Organize and direct staff
- Responsible for communicating with both parents and students in the solution of bus problems
- Work with diverse groups in a professional and courteous manner, and communicate effectively both orally and in writing
- Develop and coordinate a program for educating students in appropriate and safe conduct procedures while at bus stops and while being transported
- Act as liaison between schools and the director
- Assist with any county emergency i.e. hurricane evacuation activities
- Maintain focus and attention
- Perform other duties as assigned by the Director of Transportation and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Transportation and/or designee

Evaluation:

Annual evaluation done by the Director of Transportation and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category E

Job Code:

78013

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Non-Exempt, Union

VEHICLE TECHNICIAN ASSISTANT

Required Qualifications:

- High School Diploma or General Education Diploma (GED)
- Must possess a valid Class E Driver's License
- Desire to learn additional tasks through supervised performance of task
- Ability to understand and follow oral and written orders
- Demonstrate a record of safe driving
- Must have one (1) year of experience in automotive maintenance or automotive vocational school

Performance Responsibilities:

- Repair seat backs, bottoms and foam for damage and defects
- Bus tire mounting on rims, deflating returns identifying damage areas
- Clean school bus interiors
- Clean air conditioner filters
- Maintain clean tools and shop area
- Assist Parts Clerk as needed
- Assist Video Clerk as needed
- Assist Vehicle Technicians as needed with repairs
- Perform other duties as assigned by the Shop Foreman and/or designee

Responsibilities and tasks outlined in this document are not exhaustive and may change as determined by the needs of the District

Physical Demands:

Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently and/or up to 20 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Shop Foreman and/or designee

Evaluation:

Annual evaluation done by the Shop Foreman and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule – Non-instructional Level C

Job Code:

78025

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

BUDGET ANALYST

Required Qualifications:

- B.A. Degree in Accounting
- Minimum of two (2) years of governmental accounting and/or budgeting experience
- Two (2) additional years of experience relative to job responsibilities may substitute for the above degree requirement
- Knowledge of law, rules and regulations pertaining to school financial systems
- Knowledge of administrative computer applications as related to departmental job functions

Desired Qualifications:

- Knowledge of law, rules and regulations pertaining to school financial systems
- Knowledge of administrative computer applications as related to departmental job functions

Performance Responsibilities:

- Support the Director of Budget in managing all operations and functions consistent with District priorities and goals
- Assist with the development of the annual budget
- Analyze budget documents to identify discrepancies to ensure compliance with related policies and procedures and advise of budget changes and reclassifications if needed
- Prepare required reports on various projects, grants, and categorical programs throughout the fiscal year
- Post budget transfers as requested by schools and departments
- Create new projects and account strips in Skyward as needed; maintain/edit account strips and project codes
- Independently compose and prepare monthly budget to actual reports for Director Budget to review and for distribution to the departments
- Prepare quarterly budget amendment reports for Board approval
- Review and reconcile payroll liability accounts monthly and annually
- Prepare journal entries for budget adjustment and amendments
- Prepare annual calculations for salary increases
- Prepare end of year compensated absence report
- Act in a lead capacity and review work of and provide training to staff
- Meet professional obligations through efficient work habits such as, meeting deadlines, honoring schedules, coordinating resources and meetings in an effective and timely manner, and demonstrate respect for others

- All work responsibilities are subject to having performance goals and/or targets established
- Maintain focus and attention
- Other duties as assigned by the Director of Budget
- Keep Director of Budget informed of potential problems or unusual events
- Sustain focus and attention
- Perform other duties as directed by Director of Budget

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports to the Director of Budget &/or designee

Evaluation:

Evaluated by the Director of Budget &/or designee

Terms of Employment:

12- month employment

Salary:

Salary based upon approved salary schedule – Professional/Technical/Supervisory Category D

Job Code:

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

COORDINATOR OF HUMAN RESOURCES

Required Qualifications:

- Bachelor's Degree in Education or Business
- Experience in Human Resources
- Excellent oral and written communication skills

Desired Qualifications:

- Knowledge of Florida Statutes, School Board Policies and human resource procedures
- Computer skills
- Employee relations or human resources experience
- Master's Degree in Educational Leadership or Business
- Previous supervisory experience

Performance Responsibilities:

- Assist in Performing the planning, development and administrative functions of the human resources department
- Be responsible for coordination of the reappointment process
- Administer established procedures to conduct applicant and employee background checks
- Provide assistance to administrators in the recruitment and selection of personnel
- Maintain personnel files on prospective, present and former employees
- Provide assistance and act as a resource to administrators in the retention of personnel
- Process paperwork on teacher interns to schools for placement, maintain updated database of placement locations, set up files and return required paperwork to colleges
- Assist with coordinating recruitment activities
- Supervise and evaluate all personnel that report directly to this position
- Assist with overseeing the daily operation of the Human Resources Department
- Investigate allegations/complaints regarding substitute employees and make a determination of eligibility of continued employment
- Oversee the Teacher Certification and the Alternative Certification Programs
- Oversee the daily operations of the support complex
- Maintain SOP's and update and add new SOP's as needed
- Update the employee handbook annually
- Create agenda items as needed for the Human Resources Department and present as needed to the Board
- Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action

- Keep the Director of Human Resources abreast of all ongoing situations, programs, changes and practices in the areas of assigned responsibility.
- Sustain focus and attention
- Perform other duties as assigned by the Director of Human Resources

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Human Resources and/or designee

Evaluation:

Annual evaluation done by the Director of Human Resources and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category F

Job Code:

77308

Board Approved:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

FINANCIAL ANALYST

Required Qualifications:

- B.A. Degree in Accounting
- Minimum of two (2) years of governmental accounting and/or budgeting experience
- Two (2) additional years of experience relative to job responsibilities may substitute for the above degree requirement
- Knowledge of law, rules and regulations pertaining to school financial systems
- Knowledge of administrative computer applications as related to departmental job functions

Desired Qualifications:

- Knowledge of law, rules and regulations pertaining to school financial systems
- Knowledge of administrative computer applications as related to departmental job functions

Performance Responsibilities:

- Assist in the fiscal operation of the District in accordance with established principles and procedures, including the development, maintenance, and documentation of fiscal procedures and audit controls, developing schedules and reports as needed by the Director of Finance
- Plan and organize accounting activities, including assigning priorities and deadlines, coordinating workflow to meet deadlines, and coordinate training of personnel
- Perform various accounting and data-entry activities related to general accounting, accounts payable, grants, capital projects, and internal service funds, in accordance with established principles and procedures while maintaining confidentiality
- Provide guidance to support staff and assist employees performing bookkeeping activities by resolving finance related issues
- Monitor and review district finance systems, analyze district accounting data, and perform reviews as necessary
- Prepare journal entries and maintain applicable ledgers, including various project ledgers
- Prepare and reconcile bank deposits
- Prepare receivable invoices and statements
- Analyze and maintain budgets, expenditures, and prospective plans for Debt Service and Capital Projects
- Analyze and balance the general ledger accounts monthly and annually
- Audit vendor invoices, approve for payment, generate, and analyze check runs
- Supervise staff in the absence of the Director

- Act in a lead capacity and review work of and provide training to staff
- Develop and maintain the District chart of accounts
- Analyze Charter School financial statements and review applications for compliance
- Maintain, update, and submit monthly reports as required by outside agencies
- Review and monitor local, state, and federal grants including financial reporting
- Sustain focus and attention
- Keep Director of Finance informed of any areas of concern
- Perform other duties as assigned by Director of Finance

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports to the Director of Finance &/or Designee

Evaluation:

Evaluated by the Director of Finance &/or Designee

Terms of Employment:

12- month employment

Salary:

Salary based upon approved salary schedule – Professional/Technical/Supervisory Category D

Job Code:

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

Lead Certification & Data Specialist

Required Qualifications:

- High School Diploma with a minimum of 4 years certification experience that provides the required knowledge, skills, and abilities to perform the essential duties and responsibilities of the position
  OR
- Associate degree or equivalent from an accredited institution (2 years of college coursework) with a minimum of 2 years of certification experience that provides the required knowledge, skills, and abilities to perform the essential duties and responsibilities of the position
- Minimum of 4 years Human Resources Experience
- Experience with Employee Management Software
- Experience in analyzing data to make data-driven decisions
- Experience in communicated with a variety of audiences, orally and in writing, including electronic media

Desired Qualifications:

- Knowledge of Florida Statutes, School Board Policies and human resource procedures
- Computer skills

Performance Responsibilities:

- Provide supervision of Data & Certification Specialist and oversee work
- Serve as team lead for employees responsible for providing guidance to instructional and administrative personnel for obtaining and maintaining certification
- Oversee, train, and delegate work to appropriate staff; and make recommendations for employment and procedures
- Establish and maintain collaborative working relationships with all stakeholders
- Plan, organize, and coordinate activities related to certification of personnel, ensuring accuracy and compliance with district, state, and federal guidelines
- Develop and implement certification policies and procedures to increase effectiveness and efficiency of certification services and make process improvements as appropriate
- Develop and implement on-boarding policies and strategies to improve Human Resource procedures
- Counsel and assist out-of-field teachers to ensure compliance with state legislation, while minimizing the number of out-of-field teachers in the District
- Collaborate with Professional Development to assist out-of-field teachers to ensure compliance with state legislation is completed

- Collaborate with Professional Development to assist endorsement programs
- Advise administrators regarding personnel certification status to recommend course placement options
- Advise administrators regarding personnel certification status as to recommendation for reappointment
- Communicate certification requirements, including any changes in district, state or federal guidelines, to various stakeholders
- Collaborate with district- and school-based administrators to identify areas of need related to teacher certification in order to provide recommended plans for retention
- Collaborate with management staff on the creation or modification of job descriptions, assist in updating job description files, and prepare related documentation for Board approval
- Update and maintain pay related control records with administrative staff and direct data entry staff of updates that need to be implemented in the district employee data system.
- Assist with annual compensation management activities, including compiling data, preparing reports, updating related system information, and auditing changes for accuracy
- Serve as a liaison to coordinate certification procedures between Human Resources, schools, departments, instructional employees and the Florida Department of Education
- Analyze applicants' and employees' certification eligibility to ensure compliance with Florida Educator Certification requirement.
- Resolve discrepancies and exceptions on all matters pertaining to teacher certification in personnel systems
- Oversee development and preparation of a variety of certification reports for ongoing customer needs
- Oversee the upkeep of all employee data entry within the employee management system.
- Update and maintain certification records within the District's employee data system
- Collaborate with Professional Development and Human Resources to retain and better assist all instructional staff
- Collaborate and assist to recruit and retain and better assist all HCSD staff
- Collaborate and assist with the selection and implementation of any and all employee management data systems
- Collaborate and assist all instructional, noninstructional, professional technical and administrative paperwork
- Assist in the preparation of updates in data sheets for all employees
- Collaborate and assist with the reappointment process
- Complete Audits of Data, Certification, & Human Resources procedures at our Charter Schools
- Keep the Director of Human Resources and the Coordinator of Human Resources informed of potential issues and unusual events
- Sustain focus and attention
- Perform other duties as assigned by Director of Human Resources and/or designee

Physical Demands:

Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently to lift, carry, push, pull or move objects

Reports to:

Reports directly to the Director of Human Resources and/or designee

Evaluation:

Annual evaluation done by the Director of Human Resources and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category D

Job Code:

77337

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

MANAGER OF ENVIRONMENTAL SERVICES

Required Qualifications:

- Associate degree and five (5) years of successful experience in related field or high school diploma or equivalent and seven (7) years of experience
- Minimum five (5) years of experience in a managerial or supervisory role over ten (10) or more personnel
- Knowledge of materials, methods and practices associated with custodial and other aspects of building maintenance
- Florida driver's license

Desired Qualifications:

- Bachelor's degree
- Five (5) years of experience in a managerial or supervisory capacity over twenty-five (25) or more personnel
- Project management experience
- Possess extremely good verbal and written communication skills
- Ability to speak clearly and concisely in phone conversations and video conferences
- Ability to supervise other employees
- Ability to work with minimal direct supervision on a flexible schedule, which may include days and/or nights
- Knowledge of Florida Inventory of School Houses (FISH)

Performance Responsibilities:

- Maximize customer services to assist schools
- Ensure there is adequate personnel, space and equipment for performance of routine duties and special projects
- Monitor environmental services staff throughout the district to ensure a high quality of standards is maintained and complies with expectations
- Evaluate custodial operations through site reviews to determine efficiency of operation, cleanliness of facilities and appearance of grounds and building. Identify and inform administrators of underperforming sites and develop a corrective action, as needed
- Review findings with the school administrators on a regular basis
- Implement procedures and train employees in regard to custodial routines and work flow
- Implement, update and administer environmental services technician (EST) training courses
- Prepare and submit all required reports in a timely and complete manner, with a high degree of clarity to the Executive Director of Support Operations
- Ensure appropriate levels of materials, supplies and tools are maintained to assure the work can be completed Conduct inspections regarding sanitation, environmental, and work tasks on a routine basis to ensure consistent quality and completeness of work

- Maintain a district wide recycling program
- Assist with district environmental efforts as part of a team or committee
- Act as liaison, when needed, with site based environmental services personnel for assignment and completion of maintenance
- Act as liaison with the safety officer and environmental services staff to ensure expedient and proper assignment and completion of work tasks related to safety issues
- Manage minor construction and maintenance projects primarily related to, but not limited to flooring
- Assist with FISH data gathering and verification
- Oversee product selection of supplies and equipment
- Maintain equipment inventory for each site and recommend maintenance and replacement program
- Maintain files and supplies in assigned spaces in a neat and orderly fashion at all times
- Assist, when needed, in coordinating custodial duties and assignments with all site administrators and the Executive Director of Support Operations
- Coordinate meetings with vendors and suppliers to review new and existing custodial products
- Coordinate stocking of custodial supplies with the Purchasing Department
- Submit an annual capital equipment request list
- Set up and manage bi-annual custodial meetings and distribute minutes
- Assist in hiring of staff, when required
- Perform other duties as assigned by the Executive Director of Support Operations and/or designee

Reports to:

Reports directly to the Executive Director of Support Operations and/or designee

Evaluation:

Annual evaluation done by the Executive Director of Support Operations and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule – Professional/Technical/Supervisory Category E

Job Code:

81013

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

TRANSPORTATION FLEET MAINTENANCE MANAGER

Required Qualifications:

- High school diploma or equivalent
- Minimum of Ten (10) years experience in the repair of gasoline and diesel engines
- Previous supervisory experience
- Must possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements or obtain CDL with proper endorsements within sixty (60) days of hire date
- Must possess a Bus Inspection Certification or obtain within one (1) year after hire date
- Medical Examination Report for Commercial Driver Fitness Determination

Desired Qualifications:

- Associates Degree
- Experience in management of a transportation budget in excess of $10 million

Performance Responsibilities:

- Provide the director information about fleet maintenance needs in assisting the director with preparing the annual transportation operating and capital budgets
- Provide information to the director related to hiring, disciplinary actions and termination of fleet maintenance personnel assigned to the department
- Participate in confidential conferences, employee grievances and formal complaints with the director
- Advise the director in the evaluation of bids for repair parts, supplies and miscellaneous chemicals
- Supervise and evaluate all personnel who report to this position
- Responsible formation of on-going technician training programs and communicating concerns regarding fleet maintenance personnel to the director
- Assess vehicles and tools for determination of replacement
- Prepare specifications for purchase of new vehicles for the district
- Monitor the performance of vehicle technicians through ongoing open communications with the Shop Foremen
- Inform assigned personnel of responsibilities required by federal, state and local laws, rules, policies and practices
- Advise the director in the evaluation of bids for repair parts/supplies and miscellaneous chemicals

- Arrange repairs by contract vendors for district vehicles in accordance with approved bids
- Develop and maintain records necessary for efficient and cost-effective management of the Transportation Fleet Maintenance
- Arrange for members of the fleet maintenance staff to attend workshops or seminars designed to improve their efficiency and skills
- Work with diverse groups in a professional and courteous manner, and communicate effectively both orally and in writing
- Assist with any county emergency i.e. hurricane evacuation activities
- Supervise assigned personnel, conduct annual performance evaluations and make recommendations for appropriate employment action
- Maintain focus and attention
- Perform other duties as assigned by the Director of Transportation and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Transportation and/or designee

Evaluation:

Annual evaluation done by the Director of Transportation and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category E

Job Code:

78013

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

TRANSPORTATION OPERATIONS MANAGER

Required Qualifications:

- High School diploma or equivalent
- Minimum of Seven (7) years of transportation experience
- Previous documented supervisory experience
- Must possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements
- Medical Examination Report for Commercial Driver Fitness Determination

Desired Qualifications:

- Experience with a routing and scheduling system
- Experience with management of a transportation budget in excess of $10 million

Performance Responsibilities:

- Provide the director information about operational needs in assisting the director with preparing the annual transportation operating and capital budgets
- Provide information to the director related to hiring, disciplinary actions and termination of personnel assigned to the department
- Supervise assigned personnel, conduct annual performance evaluations and make recommendations for appropriate employment action
- Participate in confidential conferences, employee grievances and formal complaints with the director
- Responsible for formation of ongoing safety training programs and communicating concerns of, bus operators, attendants, dispatchers, specialists, and office staff
- Assist the director by attending Board Meetings and/or Workshops, when called upon
- Inform assigned personnel of responsibilities required by federal, state and local laws, rules, policies and practices
- Supervise highly complex technical and analytical work involving the design development and implementation of computer applications, projects, and/or systems
- Develop and maintain records necessary for efficient and cost-effective management of the Transportation Department
- Organize, coordinate, and direct appropriate in-service training programs for Transportation Department employees, with special emphasis on training of bus operators
- Develop, implement, monitor and report progress on a common calendar used to coordinate the work of various groups within the Transportation Department. This includes but is not limited to: route planning for the regular, extended school year,

student census and reporting associated with the Florida Education Finance Plan (FEFP), annual evaluations, and school opening activities
- Must understand mapping and demographic strategies
- Organize and direct staff
- Responsible for communicating with both parents and students in the solution of bus problems
- Work with diverse groups in a professional and courteous manner, and communicate effectively both orally and in writing
- Develop and coordinate a program for educating students in appropriate and safe conduct procedures while at bus stops and while being transported
- Act as liaison between schools and the director
- Assist with any county emergency i.e. hurricane evacuation activities
- Maintain focus and attention
- Perform other duties as assigned by the Director of Transportation and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Transportation and/or designee

Evaluation:

Annual evaluation done by the Director of Transportation and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category E

Job Code:

78013

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA: Non-Exempt, Union

VEHICLE TECHNICIAN ASSISTANT

Required Qualifications:

- High School Diploma or General Education Diploma (GED)
- Must possess a valid Class E Driver's License
- Desire to learn additional tasks through supervised performance of task
- Ability to understand and follow oral and written orders
- Demonstrate a record of safe driving
- Must have one (1) year of experience in automotive maintenance or automotive vocational school

Performance Responsibilities:

- Repair seat backs, bottoms and foam for damage and defects
- Bus tire mounting on rims, deflating returns identifying damage areas
- Clean school bus interiors
- Clean air conditioner filters
- Maintain clean tools and shop area
- Assist Parts Clerk as needed
- Assist Video Clerk as needed
- Assist Vehicle Technicians as needed with repairs
- Perform other duties as assigned by the Shop Foreman and/or designee

Responsibilities and tasks outlined in this document are not exhaustive and may change as determined by the needs of the District

Physical Demands:

Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently and/or up to 20 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Shop Foreman and/or designee

Evaluation:

Annual evaluation done by the Shop Foreman and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule – Non-instructional Level C

Job Code:

78025

Board Approved:
Revised:

NON-INSTRUCTIONAL SALARY SCHEDULE 2022-2023

Position	Level	Placement Hourly Rate	Placement Hourly Rate with AA Degree
Bus Attendant	A	$ 15.00	$ 15.45
Food & Nutrition Assistant	A	$ 15.00	$ 15.45
Office Clerk	A	$ 15.00	$ 15.45
Lunchroom Aide	A	$ 15.00	$ 15.45
Utility Bus Attendant	A	$ 15.00	$ 15.45
Environmental Services Technician I	B	$ 15.10	$ 15.55
Paraprofessional I (as indicated on Salary Schedule)	B	$ 15.10	$ 15.55
Paraprofessional Clinic	B	$ 15.10	$ 15.55
Courier	C	$ 15.20	$ 15.65
Food & Nutrition Assistant I	C	$ 15.20	$ 15.65
Maintenance Helper	C	$ 15.20	$ 15.65
Print Shop Helper	C	$ 15.20	$ 15.65
Warehouse - Delivery Worker	C	$ 15.20	$ 15.65
Environmental Services Technician II	D	$ 15.30	$ 15.75
Food & Nutrition Summer Assistant	D	$ 15.30	$ 15.75
Job Coach	D	$ 15.30	$ 15.75
Paraprofessional II (as indicated on Salary Schedule)	D	$ 15.30	$ 15.75
Paraprofessional - Media	D	$ 15.30	$ 15.75
Teen Parent Nursery Assistant	D	$ 15.30	$ 15.75
Media Technician	E	$ 15.40	$ 15.85
Secretary I	E	$ 15.40	$ 15.85
Support Staff Springs Coast Environmental Education	E	$ 15.40	$ 15.85
Transportation Field Trip Secretary	E	$ 15.40	$ 15.85
Environmental Services Technician III	F	$ 15.50	$ 15.95
Food & Nutrition Assistant II	F	$ 15.50	$ 15.95
Paraprofessional - Deaf/Hard of Hearing	F	$ 15.50	$ 15.95
Paraprofessional - ESE	F	$ 15.50	$ 15.95
Speech/Language (ESE/SLP) Assistant	F	$ 15.50	$ 15.95
School Health Professional (Clinic Assistant)	G	$ 15.60	$ 16.05
Secretary II	H	$ 15.70	$ 16.15
Food & Nutrition Assistant III	H	$ 15.70	$ 16.15
Lawn Turf Maintenance I	J	$ 15.80	$ 16.25
Semi-Skilled Craftsman	J	$ 15.80	$ 16.25
Data Entry Operator	K	$ 15.90	$ 16.35
Secretary III	K	$ 15.90	$ 16.35
Bus Service Recorder	M	$ 16.00	$ 16.45
Camera Technician	M	$ 16.00	$ 16.45

NON-INSTRUCTIONAL SALARY SCHEDULE 2022-2023

Dispatcher	M	$ 16.00	$ 16.45
Teen Parent Head of Nursery	M	$ 16.00	$ 16.45
Transportation Parts Inventory Control Clerk	M	$ 16.00	$ 16.45
Attendance Assistant/Service Transporter	N	$ 16.10	$ 16.55
Bookkeeper Elem/Mid School	N	$ 16.10	$ 16.55
In School Suspension Monitor	N	$ 16.10	$ 16.55
Pre-Kindergarten Assistant Title I	N	$ 16.10	$ 16.55
Property Accounting Specialist	N	$ 16.10	$ 16.55
Property Inventory Specialist	N	$ 16.10	$ 16.55
Bookkeeper Federal Programs (Title I)	O	$ 16.20	$ 16.65
Bookkeeper High School	O	$ 16.20	$ 16.65
Bookkeeper - Maintenance	O	$ 16.20	$ 16.65
Lawn Turf Maintenance II	O	$ 16.20	$ 16.65
Food & Nutrition Services Summer Single Site Lead	P	$ 16.30	$ 16.75
Graphics Design	P	$ 16.30	$ 16.75
Maintenance Warehouse Inventory Specialist I	P	$ 16.30	$ 16.75
Lawn Turf Maintenance III	Q	$ 16.40	$ 16.85
Maintenance Warehouse Inventory Specialist II	Q	$ 16.40	$ 16.85
Computer Lab Manager	R	$ 16.50	$ 16.95
Parent Liaison	R	$ 16.50	$ 16.95
Bus Operator	S	$ 16.60	$ 17.05
Offset Press Technician / Press Room Technician	S	$ 16.60	$ 17.05
Utility Bus Operator	S	$ 16.60	$ 17.05
Athletic Turf Maintenance I	T	$ 16.70	$ 17.15
Indoor Air Quality Technician I	T	$ 16.70	$ 17.15
Parent Academy Liaison - Title I	T	$ 16.70	$ 17.15
Spray Technician/Vegetation Control I	T	$ 16.70	$ 17.15
Transportation Parts Inventory Control Specialist	T	$ 16.70	$ 17.15
Air Condition Mechanic I	V	$ 16.80	$ 17.25
Athletic Turf Maintenance II	V	$ 16.80	$ 17.25
Carpenter I	V	$ 16.80	$ 17.25
Electrician I	V	$ 16.80	$ 17.25
Electronics Technician I	V	$ 16.80	$ 17.25
Energy Management Technician I	V	$ 16.80	$ 17.25
Food Service Technician I	V	$ 16.80	$ 17.25
General Construction/Heavy Equipment Operator I	V	$ 16.80	$ 17.25
Indoor Air Quality Technician II	V	$ 16.80	$ 17.25
Irrigation Systems Technician I	V	$ 16.80	$ 17.25
Painter I	V	$ 16.80	$ 17.25
Plumber I	V	$ 16.80	$ 17.25

NON-INSTRUCTIONAL SALARY SCHEDULE 2022-2023

Spray Technician/Vegetation Control II	V	$ 16.80	$ 17.25
Air Condition Mechanic II	W	$ 16.90	$ 17.35
Athletic Turf Maintenance III	W	$ 16.90	$ 17.35
Carpenter II	W	$ 16.90	$ 17.35
Electrician II	W	$ 16.90	$ 17.35
Electronics Technician II	W	$ 16.90	$ 17.35
Energy Management Technician II	W	$ 16.90	$ 17.35
Food Service Technician II	W	$ 16.90	$ 17.35
General Construction/Heavy Equipment Operator II	W	$ 16.90	$ 17.35
Indoor Air Quality Technician III	W	$ 16.90	$ 17.35
Irrigation Systems Technician II	W	$ 16.90	$ 17.35
Maintenance Equipment Technician I	W	$ 16.90	$ 17.35
Maintenance Vehicle Technician I	W	$ 16.90	$ 17.35
Painter II	W	$ 16.90	$ 17.35
Plumber II	W	$ 16.90	$ 17.35
Telecommunications Technician	W	$ 16.90	$ 17.35
Carpenter III	X	$ 17.00	$ 17.45
General Construction/Heavy Equipment Operator III	X	$ 17.00	$ 17.45
Irrigation Systems Technician III	X	$ 17.00	$ 17.45
Maintenance Equipment Technician II	X	$ 17.00	$ 17.45
Maintenance Vehicle Technician II	X	$ 17.00	$ 17.45
Painter III	X	$ 17.00	$ 17.45
Plumber III	X	$ 17.00	$ 17.45
Air Condition Mechanic III	Y	$ 17.10	$ 17.55
Electrician III	Y	$ 17.10	$ 17.55
Electronics Technician III	Y	$ 17.10	$ 17.55
Energy Management Technician III	Y	$ 17.10	$ 17.55
Fire Alarm/Communications System Manager	Y	$ 17.10	$ 17.55
Food & Nutrition Services Multi-site Lead Assistant/Summer	Y	$ 17.10	$ 17.55
Food Service Technician III	Y	$ 17.10	$ 17.55
Maintenance Equipment Technician III	Y	$ 17.10	$ 17.55
Maintenance Vehicle Technician III	Y	$ 17.10	$ 17.55
Maintenance Warehouse Inventory Specialist III	Y	$ 17.10	$ 17.55
Vehicle Technician	Y	$ 17.10	$ 17.55

Board Approved: 06/28/22

PLACEMENT SALARY STRUCTURE FOR PROFESSIONAL/TECHNICAL/SUPERVISORY EMPLOYEES
2022-2023

	PTB	PTC	PTD	PTE	PTF	PTG
	Category B	Category C	Category D	Category E	Category F	Category G
1	$ 17.30	$ 20.00	$ 26.25	$ 30.50	$ 33.55	$ 36.60
2	$ 17.60	$ 20.30	$ 26.55	$ 30.80	$ 33.85	$ 37.00
3	$ 17.90	$ 20.60	$ 26.85	$ 31.10	$ 34.15	$ 37.40
4	$ 18.20	$ 20.90	$ 27.15	$ 31.40	$ 34.45	$ 37.80
5	$ 18.50	$ 21.20	$ 27.45	$ 31.70	$ 34.75	$ 38.20
6	$ 18.80	$ 21.50	$ 27.75	$ 32.00	$ 35.25	$ 38.60
7	$ 19.10	$ 21.80	$ 28.05	$ 32.30	$ 35.55	$ 39.00
8	$ 19.40	$ 22.10	$ 28.35	$ 32.60	$ 36.10	$ 39.40
9	$ 19.70	$ 22.40	$ 28.65	$ 32.90	$ 36.40	$ 39.80
10	$ 20.00	$ 22.70	$ 28.95	$ 33.20	$ 36.70	$ 40.50
11	$ 20.30	$ 23.00	$ 29.25	$ 33.50	$ 37.00	$ 40.90

For an advanced degree beyond education requirements listed in job description add $.45 per hour

For a Food & Nutrition Manager who is assigned as a manager at a High School or K8 add $2,000 annually

For a Food & Nutrition Manager who is assigned as a dual manager (serving multiple locations) add $5,000 annually

For a Food and Nutrition Assistant Manager who is assigned as a dual assistant manager or serves with a manager serving as a dual manager add $2,600 annually

For a Food & Nutrition Manager who is identified as a FNS Trainer (must be willing to take on additional duties to train dietetic interns for a couple of days and supervise interns for a couple of weeks within that school year). Add $500 annually

NOTE: This schedule is for placement only. There is no movement on this salary structure.

Board Approved: 8/30/2022

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 13. 23-1022 10/25/2022

Title and Board Action Requested

Approve revised job description for Coordinator of Risk, Benefits & Wellness.

Executive Summary

The Executive Director of Business Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the revised job description for the Coordinator of Risk, Benefits & Wellness. The position is being moved on the salary schedule from PTS E to PTS F commensurate with the responsibilities of the position.

My Contact

Lisa Becker
Executive Director of Business Services
becker_l@hcsb.k12.fl.us
352-797-7000 ext. 402

2018-23 Strategic Focus Area

Pillar 2: People

Financial Impact

No financial impact to General Fund, the $4,541.00 will be paid with wellness funds, see attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

~~MANAGER~~ COORDINATOR OF RISK, BENEFITS AND ~~COMPLIANCE~~WELLNESS

Required Qualifications:

- Bachelor's Degree in Business Administration or related field and a minimum of three (3) years experience in risk management and/or employee benefits/insurance OR Associate's Degree in Business Administration or related field and a minimum of five (5) years experience in risk management and/or employee benefits/insurance

Desired Qualifications:

- Employee benefit insurance and/or risk management experience
- Associate in Risk Management (ARM) Certification
- Basic knowledge of OSHA safety standard
- Knowledge of state requirements for educational facilities regulations
- Knowledge of federal and state laws and regulations regarding personnel compliance and employee relations

Performance Responsibilities:

- Survey, identify, analyze, and evaluate elements of risk in all phases of School Board operations
- Recommend and implement the most advantageous methods of dealing with all elements of risk of loss for such features as frequency, severity, probability, direct results, and contingent results
- Evaluate effectiveness of various means of risk protection
- Prepare and deliver all information to sites referencing risk management issues
- Respond to information requests from staff, parents and community related to the District's risk management program
- Complete census report annually for life, health, and dental insurance
- Monitor renewals for insurance contracts of third party administrator, student malpractice insurance, underground fuel tanks, student accident insurance, and catastrophic insurance
- Administer School Board Risk Management programs including property, casualty, automobile, workers' compensation, liability, fidelity and employee health, life, disability, wellness, flexible benefit plans, retirement and employee assistance programs
- Pursue recovery of damages to School Board property due to third party negligence
- Perform reviews of losses to determine areas of loss and means of reduction
- Provide training on policies and procedures related to employee benefits and risk management
- Attend legal proceedings including workers' compensation and liability mediation hearings
- Review and revise annually, valuation of all School Board owned property and update property insurance
- Assist in obtaining documents and information related to claims &/or lawsuits involving the District's risk management program

- Act as ~~a voting member~~appeal officer of the Safe Driver Review Committee
- Serve as Chairperson for the Insurance Committee
- Supervise assigned personnel, conduct annual performance evaluations and make recommendations for appropriate employment action
- Perform other duties as assigned by the ~~Director of Human Resources~~Executive Director of Business Services and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Executive Director of Business Services ~~Director of Human Resources~~ and/or designee

Evaluation:

Annual evaluation done by the Executive Director of Business Services ~~Director of Human Resources~~ and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category ~~E~~F

Job Code:

75034

Board Approved: 08/18/98
Revised: 01/20/09, 03/03/09, 07/27/10, 05/17/11, 06/10/14, 6/23/2015

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

COORDINATOR OF RISK, BENEFITS AND WELLNESS

Required Qualifications:

- Bachelor's Degree in Business Administration or related field and a minimum of three (3) years experience in risk management and/or employee benefits/insurance OR Associate's Degree in Business Administration or related field and a minimum of five (5) years experience in risk management and/or employee benefits/insurance

Desired Qualifications:

- Employee benefit insurance and/or risk management experience
- Associate in Risk Management (ARM) Certification
- Basic knowledge of OSHA safety standard
- Knowledge of state requirements for educational facilities regulations
- Knowledge of federal and state laws and regulations regarding personnel compliance and employee relations

Performance Responsibilities:

- Survey, identify, analyze, and evaluate elements of risk in all phases of School Board operations
- Recommend and implement the most advantageous methods of dealing with all elements of risk of loss for such features as frequency, severity, probability, direct results, and contingent results
- Evaluate effectiveness of various means of risk protection
- Prepare and deliver all information to sites referencing risk management issues
- Respond to information requests from staff, parents and community related to the District's risk management program
- Complete census report annually for life, health, and dental insurance
- Monitor renewals for insurance contracts of third party administrator, student malpractice insurance, underground fuel tanks, student accident insurance, and catastrophic insurance
- Administer School Board Risk Management programs including property, casualty, automobile, workers' compensation, liability, fidelity and employee health, life, disability, wellness, flexible benefit plans, retirement and employee assistance programs
- Pursue recovery of damages to School Board property due to third party negligence
- Perform reviews of losses to determine areas of loss and means of reduction
- Provide training on policies and procedures related to employee benefits and risk management
- Attend legal proceedings including workers' compensation and liability mediation hearings
- Review and revise annually, valuation of all School Board owned property and update property insurance
- Assist in obtaining documents and information related to claims &/or lawsuits involving the District's risk management program

- Act as appeal officer of the Safe Driver Review Committee
- Serve as Chairperson for the Insurance Committee
- Supervise assigned personnel, conduct annual performance evaluations and make recommendations for appropriate employment action
- Perform other duties as assigned by the Executive Director of Business Services and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Executive Director of Business Services and/or designee

Evaluation:

Annual evaluation done by the Executive Director of Business Services and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category F

Job Code:

75034

Board Approved: 08/18/98
Revised: 01/20/09, 03/03/09, 07/27/10, 05/17/11, 06/10/14, 6/23/2015

PLACEMENT SALARY STRUCTURE FOR PROFESSIONAL/TECHNICAL/SUPERVISORY EMPLOYEES
2022-2023

	PTB	PTC	PTD	PTE	PTF	PTG
	Category B	Category C	Category D	Category E	Category F	Category G
1	$ 17.30	$ 20.00	$ 26.25	$ 30.50	$ 33.55	$ 36.60
2	$ 17.60	$ 20.30	$ 26.55	$ 30.80	$ 33.85	$ 37.00
3	$ 17.90	$ 20.60	$ 26.85	$ 31.10	$ 34.15	$ 37.40
4	$ 18.20	$ 20.90	$ 27.15	$ 31.40	$ 34.45	$ 37.80
5	$ 18.50	$ 21.20	$ 27.45	$ 31.70	$ 34.75	$ 38.20
6	$ 18.80	$ 21.50	$ 27.75	$ 32.00	$ 35.25	$ 38.60
7	$ 19.10	$ 21.80	$ 28.05	$ 32.30	$ 35.55	$ 39.00
8	$ 19.40	$ 22.10	$ 28.35	$ 32.60	$ 36.10	$ 39.40
9	$ 19.70	$ 22.40	$ 28.65	$ 32.90	$ 36.40	$ 39.80
10	$ 20.00	$ 22.70	$ 28.95	$ 33.20	$ 36.70	$ 40.50
11	$ 20.30	$ 23.00	$ 29.25	$ 33.50	$ 37.00	$ 40.90

For an advanced degree beyond education requirements listed in job description add $.45 per hour

For a Food & Nutrition Manager who is assigned as a manager at a High School or K8 add $2,000 annually

For a Food & Nutrition Manager who is assigned as a dual manager (serving multiple locations) add $5,000 annually

For a Food and Nutrition Assistant Manager who is assigned as a dual assistant manager or serves with a manager serving as a dual manager add $2,600 annually

For a Food & Nutrition Manager who is identified as a FNS Trainer (must be willing to take on additional duties to train dietetic interns for a couple of days and supervise interns for a couple of weeks within that school year). Add $500 annually

NOTE: This schedule is for placement only. There is no movement on this salary structure.

Board Approved: 8/30/2022

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: General Fund Balance

Account Name: Fund Balance

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100	7730	1610	9315	00696	00000

Amount $ 4,541.00

Funding Source _____

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ◉

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 14. 23-1028 10/25/2022

Title and Board Action Requested
Approval of the 2023 Legislative Platform

Executive Summary
The Public Information Officer, on behalf of the Superintendent of Schools, hereby requests approval of the District's 2023 Legislative Platform.

My Contact
Karen Jordan
Public Information Officer
(352) 797-7070 ext. 129

2018-23 Strategic Focus Area
Pillar 4: Communication & Community Engagement

Financial Impact
The cost for this agenda item is $ 0.00, see attached budget sheet. The cost for the previous fiscal year was $ 0.00. If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

HERNANDO SCHOOL DISTRICT

2023 LEGISLATIVE PLATFORM & PRIORITIES

PRIORITY NEEDS

- TRANSPORTATION - Fully fund transportation costs and allow districts to transport elementary students living less than 2 miles from their zoned school.

- FLORIDA RETIREMENT SYSTEM - Protect FRS without burdening employees with additional costs.

- TEACHER RETENTION - Minimize the vacancy crisis by:
  - Extending the timeline for new teachers to complete teacher certification from 3 years to 5.
  - Waiving or reducing the number of months new retirees must wait to return to re-employment with their school district.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 15. 23-0970 10/25/2022

Title and Board Action Requested
Approve the contract and authorize the purchase of property, pending satisfactory Phase 1 Environmental Study and Boundary Survey, located on Eakin Street, Weeki Wachee, Florida from the McKenna Family Trust for $130,000.00.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the contract and authorize the purchase of property, pending satisfactory Phase 1 Environmental Study and Boundary Survey, located on Eakin Street, Weeki Wachee, Florida from the McKenna Family Trust for $130,000.00.

The legal description of property is Parcel ID Number 984055, Lot 14 Hi Way Farms Subdivision, Plat Book 6, Page 22.

My Contact
Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $130,000.00, see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Appraisal of

HERNANDO COUNTY SCHOOL DISTRICT
9.60 Acre (+/-) Parcel

Appraisal Report
P.O. #2022300011

Location of Subject Property:

Eakin Street
Weeki Wachee, Hernando County, Florida

Prepared for:

Brian Ragan, Director
Facilities and Construction
Hernando County School District
8016 Mobley Road
Brooksville, Florida 34601

Prepared by:

Hugh E. Tolle, SRA
Cert Gen RZ 1679
Tolle Appraisal Service, Inc.
835 N.E. Highway 19
Crystal River, Florida 34429

Effective Date of Valuation: Sept. 23, 2022

Report Date: Sept. 27, 2022

Transmittal Letter

Sept. 27, 2022

Brian Ragan, Director
Facilities and Construction
Hernando County School District
8016 Mobley Road
Brooksville, Florida 34601

Re: **Appraisal Report File #22-896; P.O. #2022300011**
Hernando County School District; 9.60 Acre +/- Parcel
Eakin Street, Weeki Wachee, Hernando County, Fla.

Dear Mr. Ragan:

As requested, I have prepared a summary **Appraisal Report** of the subject property being a 9.60 acre +/- vacant parcel located along Eakin Street, Weeki Wachee, Hernando County, Fla. The subject property includes one platted rural residential lot being described as Hi-Way Farms Subdivision, Lot 14, PB 6, PG 22, and is owned by Bernard J. McKenna, Jr., and Alice A. McKenna, Trustees.

The purpose of this report is to estimate Market Value of the fee simple interest in the subject property as of the reports effective valuation date being Sept. 23, 2022.

This appraisal report includes detailed studies of relevant factual data necessary to arrive at the market value estimate of the subject property as of the effective date shown herein. The following report provides the legal description and narrative discussions of the subject's region, neighborhood, and site as required for the conclusion of market value.

The subject property was last inspected and photographed on Sept. 23, 2022, the effective date of valuation. The purpose of the inspection was to study the physical characteristics of the subject property and its inter-relationship with surrounding economic influences. As well, attention has been given to other factors which may impact the market value of the subject within its immediate neighborhood area.

This appraisal report and its contents (including all market studies, analyses, opinions, projections and conclusions) was prepared according to our interpretation of appraisal standards and reporting guidelines provided by the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation and Title XI of FIRREA (Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989). The report complies with reporting guidelines which are required by the Appraisal Institute.

The market value estimate of this appraisal is subject to the Certification of Value and Statement of Assumptions and Limiting Conditions as noted on the following pages. As well, the value findings of this report are predicated upon all contingencies and special conditions stated within the report.

Based upon the market analyses presented within this appraisal report as well as my investigations and studies, it is my opinion that the fee simple estimate of Market Value, As-Is, for the subject property as of Sept. 23, 2022, is:

ESTIMATE OF MARKET VALUE: **$ 154,000**
As-Is

The following report presents all of the relevant factual data which resulted in the estimate of value for the subject property.

Respectfully submitted,

Tolle Appraisal Service, Inc.

Hugh E. Tolle, SRA
Cert Gen RZ 1679

Certification of Value

I certify, to the best of my knowledge and belief, that:

- The statements of fact contained within this appraisal report are believed to be true and correct and I have not knowingly withheld any information concerning the subject property.

- The analyses, opinions, and conclusions of this appraisal are limited only by the reported Statement of Assumptions and Limiting Conditions as noted within this report, and are my personal, unbiased professional analyses, opinions and conclusions.

- I have no specified present or prospective interest in the property that is the subject of this appraisal, and I furthermore, have no specified personal interest or bias with respect to the parties involved; the value findings of this report are not based in whole or in part upon the race, color or national origin of the parties involved or on the present owners or occupants of the properties in the vicinity of the subject property.

- Employment of and compensation for appraising the subject property is not contingent upon the reporting of a predetermined value or direction in value that favors the ause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

- The analyses, opinions, and conclusions of this appraisal report have been prepared in conformity with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation.

- Use of this appraisal report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- I have personally inspected the subject property and have made a visual inspection of all comparable sales which are presented within the report.

- ♦ No one other than myself provided significant professional assistance in the assemblage of data, formulation of analyses, opinions, and conclusions, and preparation of the appraisal report. No change of any item in the appraisal report shall be made by anyone other than myself, and I shall not be responsible for any such unauthorized change(s).

- ♦ As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute for that required of an SRA.

- ♦This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or the amount which would result in approval of a loan.

- ♦ Hugh E. Tolle, SRA, has extensive experience in the appraisal of vacant rural residential parcels in the northwest central Florida area.

- ♦ Hugh E. Tolle has performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

- ♦As a result of my investigation and after careful consideration of facts contained within this report, it is my unbiased opinion that the estimated market value of the subject property, as of Sept. 23, 2022, the effective date of the valuation, is:

ESTIMATE OF MARKET VALUE: **$ 154,000**

As-Is

Report Date: Sept. 27, 2022

Hugh E. Tolle, SRA
Cert Gen RZ 1679

Statement of Assumptions and Limiting Conditions

The value estimates which result from the analyses, opinions, and conclusions of this appraisal report are subject to the following:

1. The contents of this appraisal report are **confidential** and no one other than the client shall use or rely upon this report or a copy thereof, in whole or in part, including conclusions as to the property value, the identity of the appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which I am connected, for any purposes. Exceptions to this include a third party as specified in writing by the client. The expressed written consent of the appraiser must be obtained by all other parties before the representations of the appraisal report, expressed or implied, shall inure to the benefit of the third party.

2. Information, opinions, and estimates provided by sources other than myself which are included within this report are believed to be reliable and accurate. However, I assume no responsibility or liability for inaccurate representations made by others.

3. The content of this appraisal report is to be utilized in total with no portions or fractions thereof being used separately or taken out of context. Redistribution of this report in any other form than in total could be misleading to the reader and misrepresent the conclusions of value presented within the report. I assume no liability for such actions by others.

4. The value conclusions presented within this report are contingent upon competent management of the subject property and business. Knowledgeable management of the property is critical to the success of the operation; it is therefore assumed to be an extension of the highest and best use of the property.

5. I have made a diligent effort to verify each comparable sale presented within the report. However, because some parties to the transaction may reside outside of the region or were unavailable for interviewing, certain sales may have been verified through public records only.

6. No opinion within this report is intended to be expressed for legal matters or that which would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers; although, such matters may be discussed in the report.

7. I have rendered no opinion of title. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed within the report.

8. The value findings of this appraisal are contingent upon the conclusions of a qualified survey of the subject property in terms of size, dimensions of the land and/or improvements, and the location of those improvements on-site. Significant differences between the survey and the representations made by the client and reported herein may result in the need for re-evaluation of the appraisal process as it relates to the subject. Any sketches of the subject (land and/or improvements) presented within the report are for visualization purposes only.

9. Although the flood hazard status for the subject has been stated within the report, it is recommended that more in-depth information be obtained prior to development upon the site.

10. I assume no responsibility for hidden or unapparent conditions of the property, soil structure, or improvements, which would impact the value of the subject. It is incumbent upon the owner of the subject to employ experts for appropriate testing (soil borings, hydrology, seismographic) if such conditions exist. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and the property is not subject to surface entry for the exploration or removal of such materials except as it is expressly stated.

11. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did I become aware of such during the property inspection. I have no knowledge of the existence of such materials on or in the property unless otherwise stated. I am, however, not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde, foam insulation, radon gas, or other hazardous substances or environmental conditions, may affect the value of the property, the value

estimated is predicted on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate if desired.

12. The conclusions presented within this report are warranted as accurate representations of value, subject to the Certification of Value and Statement of Assumptions and Limiting Conditions specified herein, as of the effective date of valuation. I assume no responsibility for economic or physical factors occurring at some later date which may affect the opinions of value herein stated.

13. The conclusions of value presented within the report are opinions and estimates of the appraiser. There is no guarantee, written or implied, that the subject property will sell for the precise estimate(s) of value contained herein.

14. Forecasted projections presented within this report are utilized to assist in the valuation process and are based on current market conditions, anticipated short term supply and demand factors, and a continued stable economy. Therefore, the projections are subject to changes in future conditions that cannot be accurately predicted by the appraiser and could affect the future income or value projections.

15. The distribution of value between land and improvements as noted within the Cost Approach of this appraisal is applicable only within the confines of the conclusion of highest and best use. The separate value conclusions for land and improvements cannot be used in conjunction with any other appraisal and are invalid if so used. If value conclusions are made herein which represent different programs of utilization for the same property, these value conclusions are made separately from each other and cannot be combined as there would be a doubling effect upon the final value.

16. If the value conclusions presented herein are subject to proposed construction, repairs and/or remodeling, timely completion in a workmanlike manner according to the plans and specifications is a contingency of this report. Unforseen adverse conditions that may influence such timely completion, including (but not limited to) weather, labor, materials availability and the like are considered to be non-existent for valuation purposes.

17. Plans and specifications furnished by the client for any proposed construction, and upon which value conclusions of this

report have been predicated, are assumed to show the intent of the builder. I assume no responsibility for their accuracy or for undisclosed modifications. A copy of the plans and specifications are retained in the file memorandum when possible.

18. The market value estimate(s) concluded herein for proposed properties assume full, complete, and timely development in accordance with plans, specifications, and representations made to the appraiser and described within the report. I assume no responsibility when this does not occur or when there are significant variances from the norm in terms of timely completion in accordance with plans and specifications provided to the appraiser. As well, I assume no liability for loss in value of the subject property, or its proposed development, when the developer's practices vary from the representations made to the appraiser and described within the report.

19. If this appraisal is to be used for mortgage loan purposes, the applicable lending procedures must be consistent with acceptable lending practices as promulgated by the Office of Thrift Supervision (formerly the Federal Home Loan Bank Board), The Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation, and the Savings Association Insurance Fund (formerly the Federal Savings and Loan Insurance Corporation). I assume no liability for a loss in value applicable to the subject, or its proposed development, which occurs as a result of lending practices which vary from generally accepted mortgage underwriting guidelines as established by institutions such as the OTM, OCC, FDIC and the SAIF, or when the loan proceeds are diverted to other parties, uses or properties.

20. Expert witness testimony or attendance in court or at any other hearing by Hugh E. Tolle, SRA, is not required by reason of rendering this appraisal unless such arrangements are made at a reasonable time in advance.

21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

22. Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the Appraisal Institute.

23. This appraisal report, including the format style, spreadsheet data and addenda, is the property of the appraisal firm of **Tolle Appraisal Service, Inc., and Hernando County School District** and no portion of the report is to be reproduced without the expressed written permission of **Tolle Appraisal Service, Inc., and Hernando County School District.**

24. The value conclusions of this report are subject to these assumptions and limiting conditions as well as others stated or implied within the report.

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SUBJECT PROPERTY EASTERN BOUNDARY VIEW

SUBJECT PROPERTY TYPICAL INTERIOR VIEW

VIEW OF EAKIN STREET LOOKING SOUTH

VIEW OF WIMBLETON AVENUE LOOKING NORTH

Summary of Salient Facts

Identification of Subject

Hernando County School District; a 9.60 acre +/- vacant rural residential parcel owned by Bernard J. McKenna, Jr., and Alice A. McKenna, Trustees, located on Eakin Street, Weeki Wachee, Hernando County, Fla.

Property Rights Appraised

Fee Simple Interest

Intended Use of Appraisal

Hernando County School District Internal Asset Valuation Purposes

Effective Date of Valuation

Sept. 23, 2022

Site Data -

Size:	9.60 AC/417,950 SF (+/-); per HCPA tax records
Zoning/Land Use:	A/R - Agricultural/Residential
Characteristics:	499 FF on Eakin St and 499 FF on Wimbleton Ave; non-corner parcel; assumed 100% upland.

Flood Zone

Zone X, FIRM #12053C-0156E; 1/15/21 (current survey required)

Highest and Best Use

Rural Residential

Market Value Indicator
via Sales Comparison Approach

Land Value Estimate	$ 154,000
9.60 AC @ $16,000/Acre, Rnd	

Market Value, As-Is **$ 154,000**

Effective Valuation Date

The effective valuation date of this appraisal is **Sept. 23, 2022.** The report date is Sept. 27, 2022.

Purpose and Use of Appraisal

The purpose of this appraisal is to estimate the Market Value, As-Is, of the fee simple interest in the subject property identified herein as of the effective date of the appraisal for Hernando County School District internal asset valuation analysis purposes. Hernando County School District is the client and the intended user of this report.

Scope of Appraisal Assignment

Brian Ragan, Director of Facilities & Construction, Hernando County School District, has employed **Hugh E. Tolle, SRA, Tolle Appraisal Service, Inc.,** to appraise the subject property identified herein for internal asset valuation analysis purposes. The scope of assignment includes physical inspection of subject and the surrounding influences of neighborhood; research the market for comparable sales; analyze the data as it relates to the subject utilizing the Sales Comparison Approach; conclude an estimate of market value, as if vacant, of the fee simple interest from the range of value indicators; and finally, prepare a summary narrative Appraisal Report which explains and documents the analyses of the appraiser.

Property Rights Appraised

The property rights of the subject property is in Fee Simple Interest.

Fee Simple Interest is defined as absolute ownership unencumbered by any other interest or estate. A person who owns all property rights is said to have fee simple title, subject only to limitations of eminent domain, escheat, police power, and taxation.

Definitions of Value

Definitions compiled from The Appraisal of Real Estate, 15th Ed., 2020, The Dictionary of Real Estate Appraisal, 6th Ed., 2015, and USPAP, 2020-2021.

Assessed Value

Assessed value applies in ad valorem taxation and refers to the value of a property according to the property assessment rolls. The assessed value schedule may not conform to market value, but it usually is calculated based on market value.

Market Value

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) buyer and seller are typically motivated;

2) both parties are well informed or well advised, and acting in what they consider their best interests;

3) a reasonable time is allowed for exposure in the open market;

4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Condition number 3 of the preceding definition of Market Value assumes that "a reasonable time is allowed for exposure in the open market". Therefore, it is important to also define Exposure Time.

Exposure Time is defined as: "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective

estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions."

For this report and value findings, the following definitions of value are not inclusive within the definition of market value.

Going Concern Value (Business Value)

The value created by a proven property operation; it is considered a separate entity to be valued with an established business. This value is distinct from the value of real estate only. It includes considering the efficiency of plant operation, know-how of management, and sufficiency of capital. It may be an excess over cost which arises as a result of a complete and well assembled operational production mechanism. A synonym is value in use.

Goodwill or Intangible Value

The advantage which a business has developed due to intangible values applicable to the specific business concern itself, such as name, certain types of patents, trademarks or similar rights or benefits. Primarily, these are of an intangible nature which may not freely be enjoyed by competitors. That part of the value of a going enterprise which is more than the capital investment and is an ingredient of going concern value.

Marketing Time & Exposure Time

Based on discussions with market participants and researching sales data from various sources, the marketing time is, and the exposure time has been approximately up to 12 months for vacant rural residential land parcels that have features similar to the subject property and are competitively priced within the general Brooksville and Weeki Wachee area of northwest Hernando County.

Identification of Market Analysis & Criteria

The market identified for analysis purposes and ultimate conclusion of value herein includes the current and competitive open market in the general northwest central Florida area. Only the Sales Comparison Approach is applicable for valuing the subject property as vacant land for the fee simple interest. The Income Capitalization Approach and the Cost Approach were not deemed appropriate to utilize for this vacant land analysis. The process employed to collect, verify, and analyze relevant data is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make a concerted effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on public records or secondary verification from sources deemed reliable.

Hazardous Waste Conditions

The appraiser is not expert in determining the presence of hazardous substances defined as hazardous or toxic wastes, pollutants, or contaminants (including asbestos, PCB, or raw materials) either used in construction or stored on the property. The appraiser has not been provided with any certification that no hazardous substances are present which would adversely affect market value. A visual inspection did not reveal the existence of any apparent hazardous waste conditions. The subject is being valued as if there are no hazardous waste conditions. If the client desires complete assurance that no hazardous waste conditions exist, then a Phase 1 Environmental Site Assessment (ESA) is recommended.

Subject Boundary Survey

The appraiser was not given a boundary survey and/or jurisdictional wetland survey of the subject property to review. The subject property will be entirely identified as that described within the Hernando County Property Appraiser tax records and the recorded plat of Hi-Way Farms Subdivision found in PB 6, PG 22, public records of Hernando County.

Subject Identification

The subject is identified as the proposed Hernando County School District property being a 9.60 acre +/- vacant rural residential Parcel owned by Bernard J. McKenna, Jr., and Alice A. McKenna, Trustees, being tax parcel #R06-222-18-2570-0000-0140 located along the west R/W of Eakin Street, Weeki Wachee, Hernando County, Fla.

Subject Legal Description

Hi-Way Farms Subdivision, Lot 14, PB 6, PG 22, public records Hernando County, Fla.

Subject Ownership of Record

Bernard J. McKenna, Jr., and Alice A. McKenna, Trustees
5226 Foxhall Court
Weeki Wachee, FL 34607-1409

Subject Sales History

The subject parcel has been under the same basic current ownership for more than five years. According to Hernando County Realtors Association MLS, the subject property does not appear to be broker listed for sale. The client and intended user, Hernando County School District, is considering a possible purchase of the subject property with a potential contract price of $130,000.

2021 Subject Tax Assessment

Parcel Key	Land Value	+	Improvements	=	Assessed Value	2021 Tax
#984055	$ 65,689	+	$ 0.00	=	$ 65,689	$1,426.18

The subject includes one Hernando County tax parcel (#R06-222-18-2570-0000-0140). The overall land area is assessed at $6,843/AC for 2021 which is below market value. The Ad Valorem and Non-Ad Valorem taxation for 2021 was $1,426.18. The proposed TRIM assessed value for 2022 appears to be $72,258. According to Hernando County Tax Collector records, the 2021 taxes were paid in full on 11/22/21 for $1,369.13 (discounted for early payment).

Subject Zoning/Land Use

Hernando County Zoning:

A/R - Agricultural/Residential District

This A/R district is designed to allow the utilization of tracts of land for single-family dwellings while preserving the open character of the land. This zoning district is designed for use in areas which, by virtue of their location, physical characteristics and/or relationship to other land use areas, should be developed carefully and at a low-density to maintain their overall character within the county. Development within this district shall conform to the policies and standards of the adopted Land Development Code of Hernando County, including all of the elements thereof, and shall be designed and developed so as to prevent traffic congestion, provide for the most efficient use of public facilities and services, promote compatibility with surrounding land uses, and preserve the integrity of the nearby residential neighborhoods where they are located.

Hernando County Future Land Use: Residential

The Residential land use areas are those that may be used for a variety of residential type uses within the northwest portion of Hernando County.

Subject Utilities

According to Hernando County Utilities Dept., the subject is located within Weeki Wachee rural area of Hernando County and has no availability of central water and sewer services. Water would be provided by individual well, and sewer by individual septic system. Electricity is provided by Withlacoochee River Electric Coop. Police protection provided by Hernando County Sheriff and fire protection is provided via County fire department.

Subject Flood Zone Data

Zone X, FIRM #12053C-0156E; dtd 1/15/21. (A current boundary survey is required to confirm).

Regional/Neighborhood Analysis

Florida is a peninsula state ranking third in population with 22,251,246 MOL inhabitants (April 2022 U of F estimate) and had boasted one of the nation's fastest growing SMSA's, Fort Myers-Cape Coral (April 2000 US Census). In 1990, there were 240 Floridians per square mile. Density had increased to 316 persons per square mile in 2007. The median age of Florida's population was 36.4 years in 1990 and 37.3 years in 2000. The median age for the U.S. as a whole was 34.3 years in 2000. The continued upward growth pattern is consistent with the national trend of population shifts to the "Sunbelt" states.

Florida's economy has been primarily noted for tourism and agriculture. In recent years the economy has expanded and diversified as "high tech" industries and service businesses have prospered. The state is recognized as having one of the leading business climates due to mild year round temperatures, nonunionized labor and low energy costs. New businesses and industries have attracted many displaced employees from the North. The growth rate has brought its share of problems. Water quality, municipal services, planning development and adequate transportation arteries are all of major concern. Governmental leaders as well as members of the private sector are working together to solve these problems.

Hernando County is a coastal county located in the northwest central portion of Florida. It is considered to be within the Suncoast region which is comprised of Manatee, Hillsborough, Pinellas, Pasco, Hernando and Citrus Counties. Brooksville is located in the central portion of the County and has an average elevation of 175 feet above sea level. Weeki Wachee Springs, located in the Western portion is the only other incorporated community in Hernando County. The County has a land size of 508 square miles or 314,880 acres. Most of its Eastern boundary is the Withlacoochee River, and Gulf of Mexico forms the Western boundary. Hernando County had a total population of 165,569 in 2010 (US Census Bureau) a 26.58% increase over the 2000 estimate of 130,802. The current population is 198,863 (April 2022 estimate).

The neighborhood which has the greatest influence upon the highest and best use of the subject property is best described as the land area lying northwest of the city limits of Brooksville, and south of the Hernando/Citrus County line. This northwest Hernando County neighborhood includes a variety of uses with rural residential development impacting the subject to a large extent. The primary roadways in Hernando County are US Hwy 19, US Hwy 41, Suncoast

Parkway, US Hwy 98, and SR 50 (Cortez Blvd), as well there are many public secondary roadways and interior streets servicing the immediate area. Other roads of importance are Spring Hill Drive, Powell Road, County Line Road, and Mariner Blvd. Brooksville is the county seat of Hernando County, and the court house campus with county offices are located within the Brooksville city limits.

The most rapidly growing areas will primarily be along US Hwy 19, south along US Hwy 41 (Broad Street), along SR 50 (Cortez Blvd), and within the large Spring Hill subdivision. Commercial uses within the area provide needed services for the significant residential base of the neighborhood, and include offices, medical, retail, restaurants, auto dealerships, light industrial, governmental, etc. The subject property lies near the somewhat commercially developing high traffic US Hwy 19 (Commercial Way) roadway north of Weeki Wachee, and west of the Suncoast Parkway.

The agricultural ownerships are located primarily east and south of the neighborhood boundary and extend eastward through the county. The growth of residential development within the Spring Hill area evidences the transition from agricultural to residential use with lands bounding the west side of the neighborhood well positioned for future growth. The majority of agricultural uses include cattle grazing and crop production. The residential and commercial land uses of the neighborhood provide the greatest impact upon the subject. The proximity to the Suncoast Parkway and US Hwy 19, shopping, schools, and employment are the primary influences which make the subject neighborhood popular for residential purposes.

Summary - The subject neighborhood is heavily impacted by the residential, limited commercial uses, public, and recreational amenities located nearby. The subject is located adjacent to the east of the Weeki Wachee High School campus, and near the large Royal Highlands residential subdivision. Hernando County has become a "prime" area for residential construction, particularly retiree, due to proximity to shopping, schools, employment, recreation, US Hwy 19, US Hwy 41, and the Suncoast Parkway with easy access to Tampa/St. Petersburg. The outlook for growth in the immediate future would indicate continued increasing development in northwest Hernando County and the subject's immediate neighborhood as general economic conditions continue to strengthen.

Level "B" Market Analysis

Hernando County had been in a declining market for most general commercial properties (vacant and improved) for about five years after the market drop in 2008 as a result of the past general national recession, but appears to have reached stabilization and is showing continued signs of strengthening. It has been found that sale prices had declined as much as 30% to 50%, or more for general commercial property types within certain areas of Hernando County during the previously mentioned time period.

A search of the current Hernando County Association of Realtors MLS data has shown an increase in vacant rural residential type land listings in Hernando County. The vacant land market listings is reflecting approximately 22 current properties (search ranging in size from 5 acres to 15 acres) for sale on MLS with an average of 300 +/- DOM (days on market) since the last price change. Several of these listings are still overpriced whereby a few have over 500+ DOM without any price changes. The asking prices range from $180,000 to $995,000. Overall, there continues to be a slight oversupply of vacant rural residential land for sale in the general market area.

Since early 2008, there had been a noticeable decline in sales activity when compared to the market run-up between 2003 and 2005. Also, improved commercial rental tenant demand had noticeably declined since early 2008 with a resultant increase in market vacancy. This was also a result of the past soft real estate market and the general national recession.

Upon further analysis of the market area, there continues to be a slight shift in purchasing power from sellers to buyers relative to vacant rural residential land properties. The imbalance between sales and offerings continues to slightly push sale prices downward which favors buyers.

Conclusion -

It would appear that stability has been reached particularly with vacant rural residential land properties that are on or near good roadway locations like the subject, although more time continues to be necessary to positively identify the supply and demand factors due to current economic market conditions. If priced competitively, most of the vacant rural residential land listings available for sale should be absorbed by the market within approximately 12 months.

Site & Improvement Analysis

The subject includes a vacant rural residential lot totaling 9.60 AC/417,950 SF (+/-) located on Eakin Street in northwest Hernando County in the Hi-Way Farms platted subdivision. The parcel size was estimated from the Hernando County Property Appraiser tax records. It is assumed to be correct, but not warranted as such by the appraiser.

Street Improvements

499 FF on the east R/W of Wimbleton Avenue (private dirt/limerock roadway), and 499 FF on the west R/W of Eakin Street (public paved roadway), according to Hernando County Public Works. Non-corner parcel.

Shape/Dimensions

Overall rectangular in shape (see GIS map sketch in addenda).

Zoning/Land Use

According to Hernando County Zoning Dept., the subject has a zoning of A/R (Agricultural/Residential), and future land use of Residential. The A/R zoning category primarily allows a variety of rural residential and agricultural uses. Any development will require permitting review by Hernando County to ensure compliance with the Land Development Code.

Adjacent Land Uses

North: Rural Residential East: Rural Residential
South: Rural Residential West: Weeki Wachee High School

Easements/Encroachments/Restrictions

We were not provided a current title policy or boundary survey to review. Our valuation assumes the subject has clear and marketable title, and no detrimental easement, encroachment, and/or restriction issues.

Site Improvements

The subject is vacant and includes no apparent improvements.

Flood Zone

Zone X, FIRM #12053C-0156E; 1/15/21. A current boundary survey is required to confirm the flood zone designation.

Topography/Vegetation

Slightly sloping down westward with heavy tree coverage. It is assumed the subject is 100% upland topography. The subject appears to include no low-lying wetlands. No wetland jurisdictional survey was provided to the appraiser for review.

Utilities

According to the Hernando County Utilities Dept., the parcel would be serviced by individual well and septic systems. All other power and telephone utilities would be available.

Hazardous Conditions

From visual inspection, the subject does not appear to include any hazardous waste conditions. If client desires complete assurance that no hazardous waste conditions exist, then a Phase 1 Environmental Site Assessment (ESA) is suggested.

Conclusion - The subject includes 9.60 Acres/417,950 SF (+/-) being one non-corner parcel with good public paved road access from and frontage on Eakin Street (499 FF). It includes a Hernando County A/R (Agricultural/Residential) zoning designation and assumed to be 100% developable uplands in topography. The subject property would be considered most conducive for development to a rural residential type use, as vacant.

Highest and Best Use Analysis

The basis of an appropriate conclusion of market value is the identification of the most profitable and competitive use to which a property can be placed. This is accomplished through an analysis of the subject property's highest and best use.

The Appraisal of Real Estate, Fifteenth Edition, Appraisal Institute, defines highest and best use as, "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." Highest and best use analysis considers the subject property as though vacant and as it could be proposed for development, and must meet four tests:

- **Physically Possible**
- **Legally Permissible**
- **Financially Feasible**
- **Maximally Productive**

The criteria of highest and best use are considered sequentially as they build upon each other in the analysis process. Also, the use must fulfill all tests unless there is a reasonable probability that one unacceptable condition can be changed. The following discussion presents the conclusion of highest and best use.

Physically Possible - The location of the 9.60 acre subject property within northwest Hernando County being north of Weeki Wachee, with paved public roadway frontage on Eakin Street would promote many potential uses. The 9.60 acre size and assumed 100% upland topography would allow for a variety of structure sizes. Because the parcel is located within a rural area that includes improved governmental, residential, and limited commercial properties, perhaps a residential use would be most appropriate.

Legally Permissible - The current A/R zoning and residential future land use designation of the subject parcel limits potential uses to those allowable within the Hernando County land development code. This would primarily allow various agricultural or residential uses. The subject parcel configuration includes one platted lot, and could be developed with a residential utility.

Financially Feasible - The financial feasibility of some type of residential development upon the subject parcel lies in current prices for such lands as well as market acceptance for this type of use within the neighborhood. Because of the site's location within a rural area where residential development is located, there is no adverse influence to surrounding properties attributable to this use.

Maximally Productive - Development of the subject property parcel to a rural residential type use would utilize the parcel in a productive manner. There is sufficient land area for construction of at least one structure with associated site improvements on the parcel assuming no low-lying wetland areas. Based on current land use regulations and assumed 100% upland topography, development as a residential use would provide maximum use of the subject parcel.

Conclusion -

The subject parcel conforms to the adjacent lot and roadway boundaries, and residential development is legally permissible. The physical characteristics lend well for this use with assumed 100% upland elevations with good paved public roadway access and non-corner frontage on Eakin Street. The financial feasibility is somewhat reasonable if the parcel was priced competitively. Finally, a rural residential use would utilize the parcel in a productive manner.

Therefore, I have concluded that **Rural Residential** development is representative of the "ideal" highest and best use of the subject property, as vacant. The most likely buyer would be an owner-user.

Sales Comparison Approach

The basic foundation for estimating the value of any type property for ownership is the principle of substitution. The basis for estimating the value of a vacant parcel is to analyze recent sales of comparable parcels in the same market area. The core of this comparative analysis might include a survey of existing, under construction or planned competitive projects on similar type sites. The results of a field investigation are collated and used as a reference point against which adjustments for similarities and dissimilarities to the subject are made. Once the properties are analyzed, the results are then applied to the subject property to give an indication of value.

APPLICATION OF THE SALES COMPARISON APPROACH:

The comparables presented on the following pages provide the best reflection of value for the subject. Because the land sales and/or listings presented herein are comparable to the subject in most respects, specific adjustments are not applied for all differences. In lieu of specific adjustments, the bracketing process will be employed. This process "brackets" the subject between the sales with superior and inferior characteristics with the indication of land value for the subject emphasizing those sales with most similar characteristics with nominal percentage adjustments applied within a sales adjustment grid.

The immediate subject neighborhood and other areas of similar economic influence in rural northwest Hernando County were researched for recent sales and/or active listings of vacant properties considered comparable to the subject in terms of size, location, zoning, and/or other physical characteristics. Five comparable's located within the immediate neighborhood area were found and are presented. These adjusted sale prices provide a range of value from which an indication of the market value of the subject can be concluded.

The use of a price per acre (AC) unit of comparison multiplier was considered most consistent with what is actually occurring in the marketplace for sales of vacant rural residential parcels similar to the subject.

SUBJECT PARCEL VALUATION:

Subject Property: 9.60 AC (417,950 SF)

Sale	ID	Sale Date	Zoning	Size Acres	Ind Price /AC
1	Sievers	10/21	A/R	9.60 AC	$14,063/AC
2	Thorne	6/21	A/R	10.30 AC	$15,146/AC
3	Futrell	6/21	A/R	11.70 AC	$15,000/AC
4	Tschantre	5/22	AG	9.50 AC	$21,158/AC
5	Panther	4/21	A/R	14.40 AC	$ 9,722/AC

Land Sale #1 is located about 1,000' north of subject on the west side of Eakin Street in Weeki Wachee. It is a 9.60 acre non-corner residential parcel with 499 FF (+/-) on Eakin Street and on Wimbleton Ave. It is somewhat similar to the subject in location, utilities access, upland topography, A/R zoning, parcel size, rectangular shape, and roadway site/view.

Land Sale #2 is located about 1,500' southeast of the subject on the east side of Eakin Street in Weeki Wachee. It is a 10.30 acre non-corner residential parcel with about 300 FF (+/-) on paved Eakin Street. It is somewhat similar to the subject in location, utilities access, upland topography, A/R zoning, mostly rectangular shape, parcel size, and roadway site/view.

Land Sale #3 is located about 1,700' south of subject on the south side of Atlanta Ave in Weeki Wachee. It is an 11.70 acre irregular shaped residential parcel with about 322 FF (+/-) on paved Atlanta Ave and has rear access from the end of Hyde Street (limerock) and from Mossfield Road (paved). It is somewhat similar to the subject in location, utilities access, upland topography, A/R zoning, and parcel size. The superior roadway site/view requires a slight downward adjustment. The inferior irregular shape requires a slight upward site configuration adjustment.

Land Sale #4 is located about .40 mile northeast of subject on the west side of Robina Road. This one lot non-corner comparable was 9.50 acres in size and had 665' (+/-) of frontage on non-paved Robina Road. It was considered similar to subject in location, upland topography, AG zoning, rectangular shape, utilities access, and parcel size. The inferior dirt/limerock roadway site/view requires an upward adjustment. This was the most recent sale.

Land Sale #5 is located about 1,200' southeast of the subject on the east side of Eakin Street in Weeki Wachee. It is a 14.40 acre non-corner residential parcel with about 749 FF (+/-) on paved Eakin Street. It is somewhat similar to the subject in location,

utilities access, upland topography, A/R zoning, rectangular shape, and roadway site/view. The larger parcel size requires an upward adjustment (economies of scale).

LAND SALES ADJUSTMENT GRID:

SALE ID	#1 SIEVERS	#2 THORNE	#3 FUTRELL	#4 TSCHANTRE	#5 PANTHER
SALE DATE	10/21	6/21	6/21	5/22	4/21
IND SALES PRICE	$135,000	$156,000	$175,500	$201,000	$140,000
PROPERTY RIGHTS	0.00	0.00	0.00	0.00	0.00
FINANCING	0.00	0.00	0.00	0.00	0.00
SALE CONDITIONS	0.00	0.00	0.00	0.00	0.00
TIME (MKT COND)	0.00	0.00	0.00	0.00	0.00
ADJ SALES PRICE	$135,000	$156,000	$175,500	$201,000	$140,000
SIZE/AC	9.60	10.30	11.70	9.50	14.40
ADJ PRICE/AC	$14,063	$15,146	$15,000	$21,158	$ 9,722
LOCATION	0.00	0.00	0.00	0.00	0.00
SITE/VIEW	0.00	0.00	-0.05	0.05	0.00
SIZE/ECO SCALE	0.00	0.00	0.00	0.00	0.10
TOPOGRAPHY	0.00	0.00	0.00	0.00	0.00
SITE CONFIG.	0.00	0.00	0.05	0.00	0.00
LAND USE/ZONING	0.00	0.00	0.00	0.00	0.00
UTILITIES	0.00	0.00	0.00	0.00	0.00
NET % ADJ	0.00	0.00	0.00	0.05	0.10
ADJ $/AC	$14,063	$15,146	$15,000	$22,216	$10,694

LAND VALUE CONCLUSION -

Range: $10,694/AC to $22,216/AC Mean: $15,424/AC
Median: $15,000/AC

Based on the previous discussion, an indication of value for the subject below $22,216/AC (Land Sale 4), and above $15,146/AC (highest unit indicator of Land Sale's 1, 2, 3, & 5) is reflective of this study. Slight weight will be given towards Land Sale 4 which includes the most recent sale date. Therefore, I have concluded a land value estimate for the subject above the mean of all adjusted sales ($15,424/AC) at **$16,000/AC**, or:

Land Value Estimate **$ 153,600**
$16,000/AC @ 9.60 Acres

INDICATION OF LAND MARKET VALUE **$ 154,000**
VIA SALES COMPARISON APPROACH (rnd)
As-Is

LAND COMPARABLE # 1

COUNTY:	Hernando	
RECORDING:	OR BK/PAGE: 4066/503	
LOCATION:	Eakin Street Weeki Wachee, Fla.	
SALE DATE:	10/2021	
IND. SALE PRICE:	$ 135,000	$ 14,063/AC
FINANCING:	Cash at Closing	
GRANTOR:	Robin Delardi	
GRANTEE:	John Sievers	
LEGAL DESCRIPTION:	Hi-Way Farms Sub, 1st Addtn, Lot 10; HC	
HIGHEST & BEST USE:	Rural Residential	
SITE SIZE:	9.60 Acres (417,950 SF)	
SITE DESCRIPTION:	Non-corner site on west R/W of Eakin St and on east R/W of Wimbleton Ave (499 FF +/-, each); 100% upland area; rectangular shape; no access to central water/sewer.	
ZONING:	A/R (Agricultural/Residential)	
IMPROVEMENTS:	No improvements at sale date.	
COMMENTS:	Located on west side of paved Eakin Street in rural NW Hernando County.	
VERIFIED WITH:	Public Records/HCPA; 9/2022, by Hugh E. Tolle, SRA	
TAX PARCEL:	R06-222-18-2580-0000-0100	

LAND COMPARABLE # 2

COUNTY:	Hernando	
RECORDING:	OR BK/PAGE: 4025/1146	
LOCATION:	Eakin Street Weeki Wachee, Fla.	
SALE DATE:	6/2021	
IND. SALE PRICE:	$ 156,000	$ 15,146/AC
FINANCING:	Cash at Closing	
GRANTOR:	Prasad Sajja, Trustee	
GRANTEE:	Douglas Thorne	
LEGAL DESCRIPTION:	Hi-Way Farms Sub, Lot 9; HC	
HIGHEST & BEST USE:	Rural Residential	
SITE SIZE:	10.30 Acres (448,668 SF)	
SITE DESCRIPTION:	Non-corner site on east R/W of Eakin Street (300 FF +/-); 100% upland area; rectangular shape; no access to central water/sewer.	
ZONING:	A/R (Agricultural/Residential)	
IMPROVEMENTS:	No improvements at sale date.	
COMMENTS:	Located on east side of paved Eakin Street in rural NW Hernando County.	
VERIFIED WITH:	Public Records/HCPA; 9/2022, by Hugh E. Tolle, SRA	
TAX PARCEL:	R06-222-18-2570-0000-0090	

LAND COMPARABLE # 3

COUNTY:	Hernando	
RECORDING:	OR BK/PAGE: 4025/1146	
LOCATION:	Atlanta Ave. Weeki Wachee, Fla.	
SALE DATE:	6/2021	
IND. SALE PRICE:	$ 175,500	$ 15,000/AC
FINANCING:	Cash at Closing	
GRANTOR:	Prasad Sajja, Trustee	
GRANTEE:	James Futrell	
LEGAL DESCRIPTION:	Hi-Way Farms Sub, Lot 8; HC	
HIGHEST & BEST USE:	Rural Residential	
SITE SIZE:	11.70 Acres (509,652 SF)	
SITE DESCRIPTION:	Non-corner site on south R/W of Atlanta Ave (322 FF +/-); 100% upland area; irregular shape; no access to central water/sewer.	
ZONING:	A/R (Agricultural/Residential)	
IMPROVEMENTS:	No improvements at sale date.	
COMMENTS:	Located on south side of paved Atlanta Ave in rural NW Hernando County.	
VERIFIED WITH:	Public Records/HCPA; 9/2022, by Hugh E. Tolle, SRA	
TAX PARCEL:	R06-222-18-2570-0000-0080	

LAND COMPARABLE # 4

COUNTY:	Hernando	
RECORDING:	OR BK/PAGE: 4178/1392	
LOCATION:	Robina Road Weeki Wachee, Fla.	
SALE DATE:	5/2022	
IND. SALE PRICE:	$ 201,000	$ 21,158/AC
FINANCING:	Cash at Closing	
GRANTOR:	Charles McDonald, Trustee	
GRANTEE:	Edward Tschantre	
LEGAL DESCRIPTION:	Gehringer Class 1 Sub, Tract 2; HC	
HIGHEST & BEST USE:	Rural Residential	
SITE SIZE:	9.50 Acres (413,820 SF)	
SITE DESCRIPTION:	Non-corner site on west R/W of Robina Road (665 FF +/-); 100% upland area; rectangular shape; no access to central water/sewer.	
ZONING:	AG (Agricultural)	
IMPROVEMENTS:	No improvements at sale date.	
COMMENTS:	Located on west side of dirt/limerock Robina Road in rural NW Hernando County.	
VERIFIED WITH:	Public Records/HCPA; 9/2022, by Hugh E. Tolle, SRA	
TAX PARCEL:	R06-422-18-7128-0000-0020	

LAND COMPARABLE # 5

COUNTY:	Hernando
RECORDING:	OR BK/PAGE: 3999/0085
LOCATION:	Eakin Street Weeki Wachee, Fla.
SALE DATE:	4/2021
IND. SALE PRICE:	$ 140,000 $ 9,722/AC
FINANCING:	Cash at Closing
GRANTOR:	Sergio Arambulo, et al
GRANTEE:	Panther I, LLC
LEGAL DESCRIPTION:	Hi-Way Farms Sub, Lot's 10 & 11; HC
HIGHEST & BEST USE:	Rural Residential
SITE SIZE:	14.40 Acres (627,264 SF)
SITE DESCRIPTION:	Non-corner site on east R/W of Eakin Street (749 FF +/-); 100% upland area; rectangular shape; no access to central water/sewer.
ZONING:	A/R (Agricultural/Residential)
IMPROVEMENTS:	No improvements at sale date.
COMMENTS:	Located on east side of paved Eakin Street in rural NW Hernando County.
VERIFIED WITH:	Public Records/HCPA; 9/2022, by Hugh E. Tolle, SRA
TAX PARCEL:	R06-222-18-2570-0000-0100

Reconciliation and Final Value Estimate

The Sales Comparison Approach presented has produced the following indication of Market Value for the subject property:

SALES COMPARISON APPROACH $ 154,000

Within the Highest and Best Use analysis section of this report, it was determined that the "ideal" use of the subject property was for a rural residential utilization.

The Sales Comparison Approach presented five vacant land sales of similar properties for comparison to the subject within the immediate neighborhood. Each comparable included individual components of similarity with the subject which provided enough comparability to make this study a strong approach to value. The inherent strength of the Sales Comparison Approach is that it mirrors, to a large extent, the actions of buyers and sellers in the marketplace. In this appraisal, the Sales Comparison Approach provides a reliable indication of value for the subject, and is the most common valuation approach utilized for vacant land properties similar to the subject.

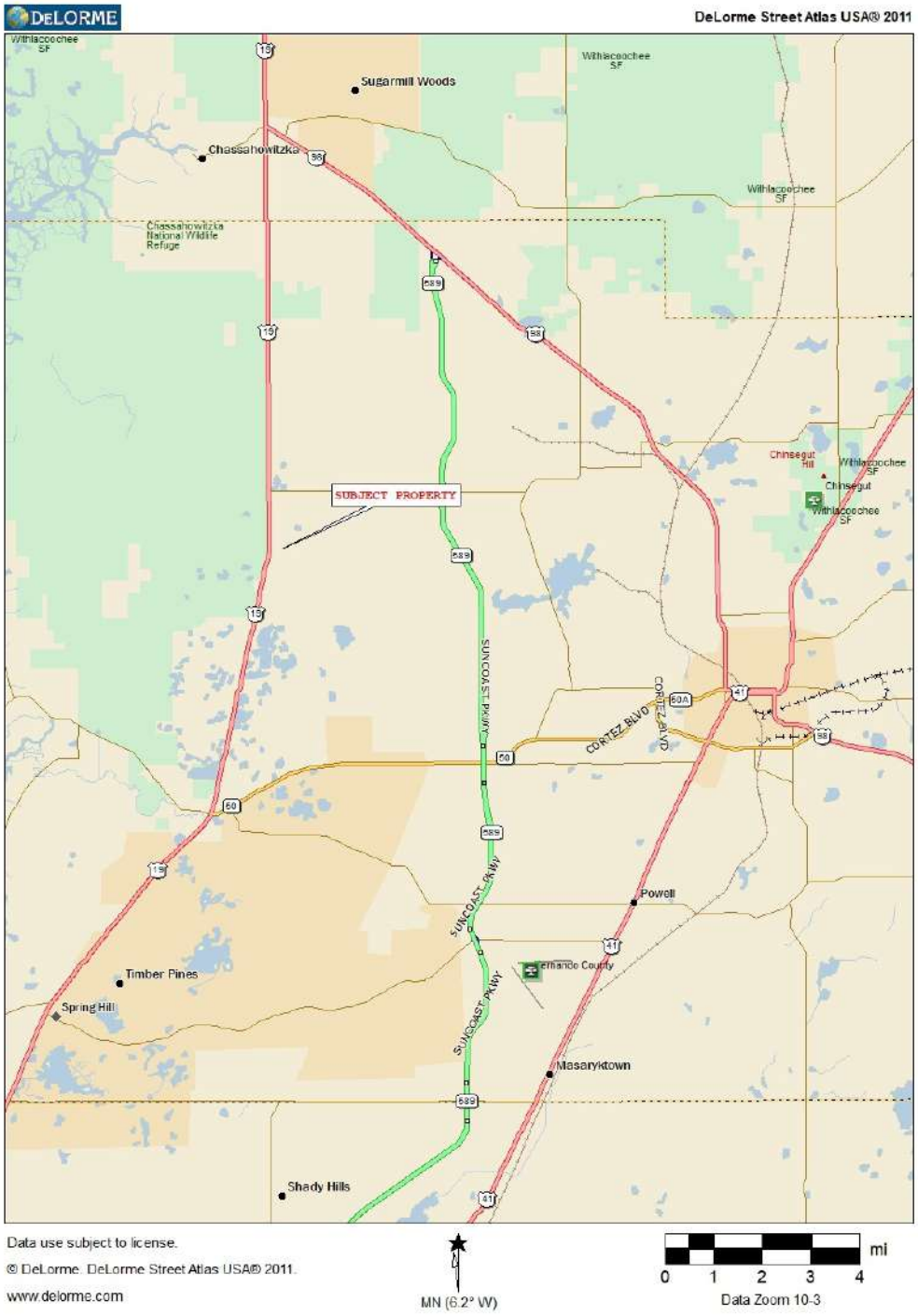
Therefore, based on the investigations and studies as presented within this summary Appraisal Report, it is my opinion that the market value estimate of the fee simple interest in the subject as of Sept. 23, 2022, is:

ESTIMATE OF MARKET VALUE: $ 154,000
As-Is

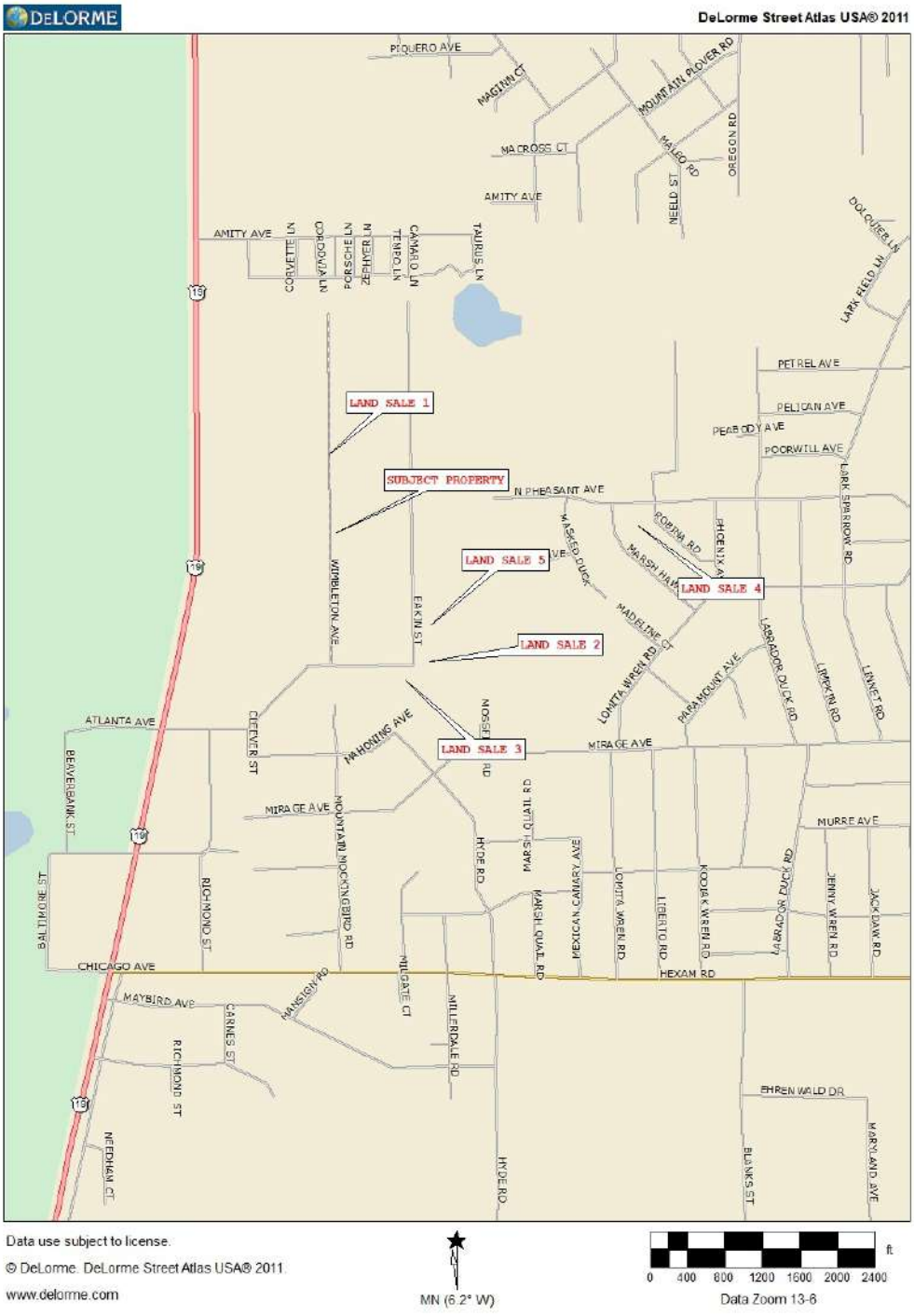
Addenda

LEVY
MARION
CITRUS
SUMTER
HERNANDO
PASCO
Tallahassee
Jacksonville
Gainesville
Daytona Beach
Orlando
Tampa
Clearwater
Saint Petersburg
Lakeland
Sarasota
Fort Myers
Cape Coral
Florida
West Palm Beach
Boca Raton
Fort Lauderdale
Hollywood
Miami
Key West

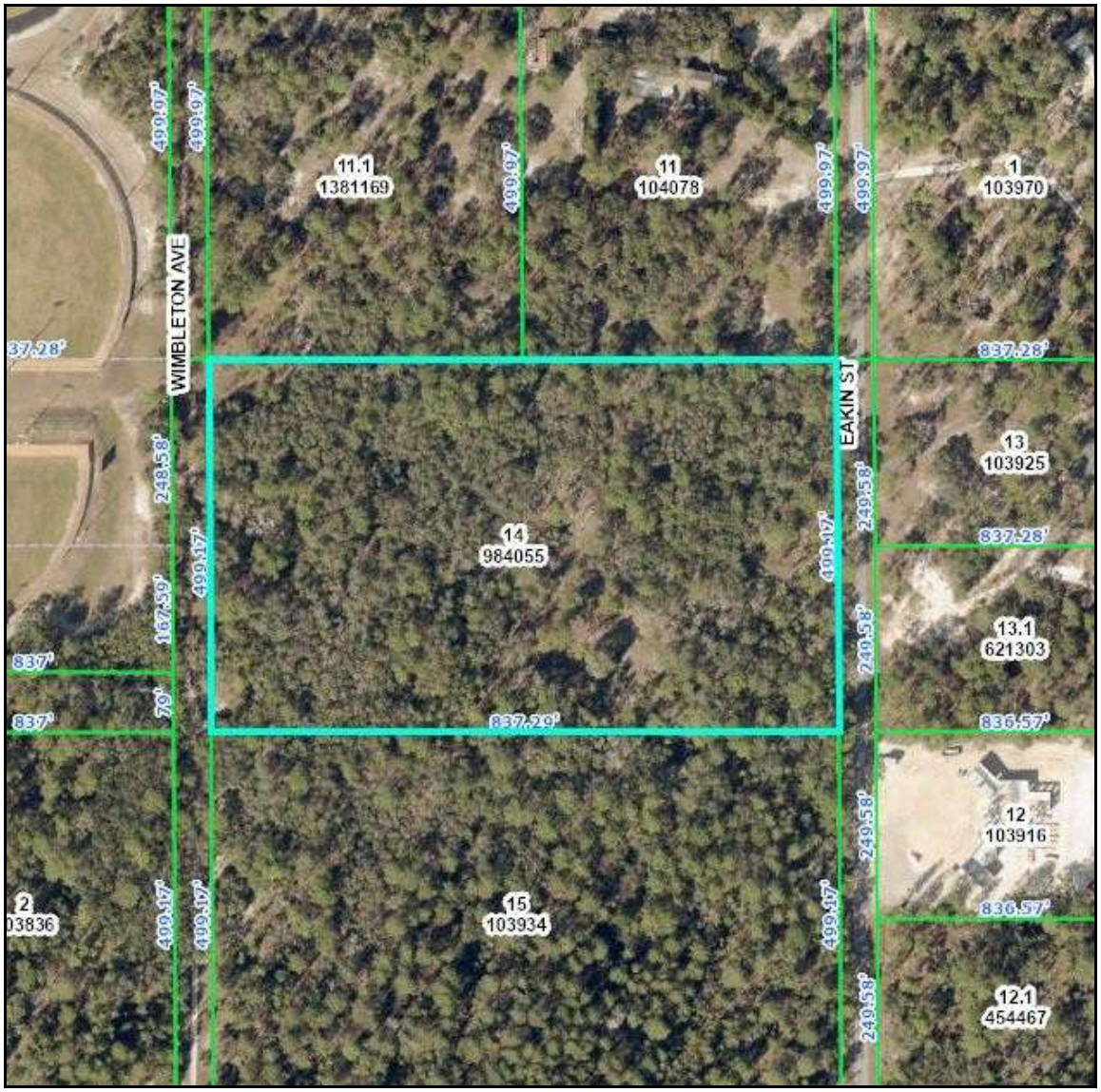
GENERAL NEIGHBORHOOD MAP



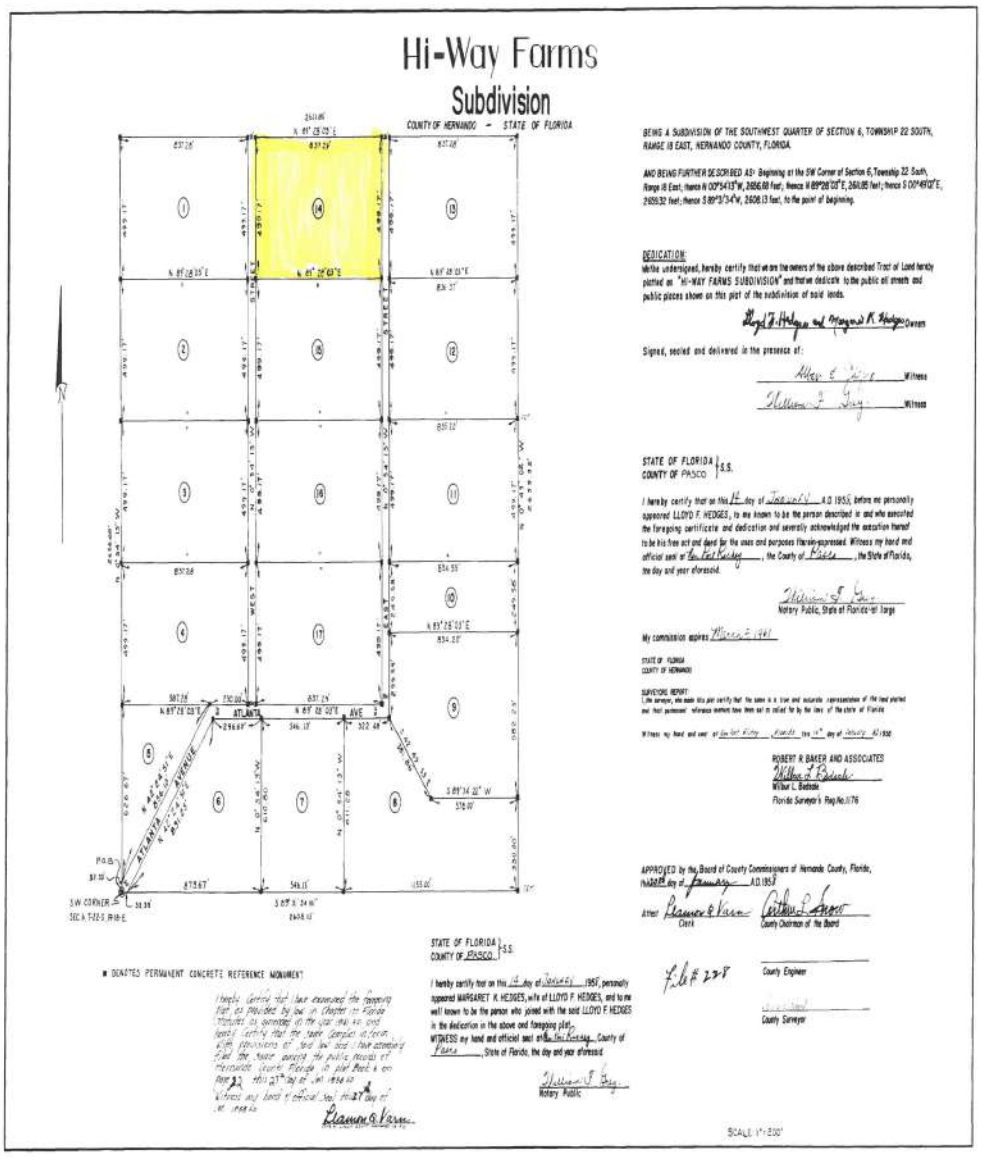
SUBJECT/VACANT LAND SALES LOCATION MAP



SUBJECT PARCEL TAX AERIAL MAP
(Not to Scale....Visual Purposes Only)



SUBJECT PARCEL PLAT MAP
(Not to Scale....Visual Purposes Only)



Hi-Way Farms
Subdivision
COUNTY OF HERNANDO - STATE OF FLORIDA

BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA.

AND BEING FURTHER DESCRIBED AS: Beginning at the SW Corner of Section 6, Township 22 South, Range 18 East; thence N 00°54'13"W, 2656.88 feet; thence N 89°28'03"E, 2661.85 feet; thence S 00°49'02"E, 2659.32 feet; thence S 89°13'34"W, 2606.13 feet, to the point of beginning.

DEDICATION:
We the undersigned, hereby certify that we are the owners of the above described Tract of Land hereby platted as "HI-WAY FARMS SUBDIVISION" and that we dedicate to the public all streets and public places shown on this plat of the subdivision of said lands.

Lloyd F. Hedges and Margaret K. Hedges Owners

Signed, sealed and delivered in the presence of:

Witness

Witness

STATE OF FLORIDA } S.S.
COUNTY OF PASCO }

I hereby certify that on this 14 day of January A.D. 1955, before me personally appeared LLOYD F. HEDGES, to me known to be the person described in and who executed the foregoing certificate and dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed. Witness my hand and official seal at Dade City Florida, the County of Pasco, the State of Florida, the day and year aforesaid.

Notary Public, State of Florida-at Large

My commission expires March 5, 1957

STATE OF FLORIDA
COUNTY OF HERNANDO

SURVEYORS REPORT:
I the surveyor, who made this plat certify that the same is a true and accurate representation of the land platted and that permanent reference monuments have been set as called for by the laws of the state of Florida

Witness my hand and seal at Dade City Florida, this 12th day of January A.D. 1955

ROBERT R BAKER AND ASSOCIATES
Wilbur L. Bedsole
Florida Surveyor's Reg. No. 1176

APPROVED by the Board of County Commissioners of Hernando County, Florida, this 24th day of January A.D. 1955

Attest Clerk

Chairman of the Board

File # 2-5

County Engineer

County Surveyor

STATE OF FLORIDA } S.S.
COUNTY OF PASCO }

I hereby certify that on this 14 day of January 1955, personally appeared MARGARET K. HEDGES, wife of LLOYD F. HEDGES, and to me well known to be the person who joined with the said LLOYD F. HEDGES in the dedication in the above and foregoing plat.
WITNESS my hand and official seal at Dade City, County of Pasco, State of Florida, the day and year aforesaid.

Notary Public

■ DENOTES PERMANENT CONCRETE REFERENCE MONUMENT

I hereby certify that I have examined the foregoing plat as provided by law in Chapter 177 Florida Statutes as amended in the year 1949 and hereby certify that the same complies in form with provisions of said law and that attorneys find the same among the public records of Hernando County Florida in Plat Book 4 on Page 32 this 27th day of Jan 1955 AD
Witness my hand & official seal this 27th day of Jan 1955 AD

SCALE 1" = 200'

QUALIFICATIONS - HUGH E. TOLLE, SRA, REAL ESTATE APPRAISER

United States Air Force, 1974-78
Bachelor of Science Degree, Florida Southern College, 1980
AVP, Operations, Citizens 1st Nat'l Bank Citrus County, 1982-84
MBA Post-Baccalaureate Studies, Florida Southern College, 1987
Appraiser, Tolle Appraisal Service, Inc., 1987 To Present

PROFESSIONAL DESIGNATIONS AND ORGANIZATIONS

Florida State Certified General Appraiser, License #RZ0001679
SRA Member, Appraisal Institute, Mbr #50901
Candidate for Designation, Appraisal Institute (MAI)
FHA Appraiser, License #FLRZ1679
VA Appraiser, #5000533
Florida Real Estate Broker, License #BK452046
Realtors Association of Citrus County
Citrus County Chamber of Commerce

REAL ESTATE EDUCATION AND EXPERIENCE

Florida Licensed Real Estate Broker, 1987 To Present
Special Master, Citrus County Value Adjustment Board, 2003
City of Crystal River Planning Commissioner, 2005 to 2008

APPRAISAL COURSES AND EDUCATION

National Association of Master Appraisers:

Principles of Real Estate Appraisal, Course 627, 7/89
Practice of Real Estate Appraisal, Course 636, 7/89
Writing the Narrative Appraisal, Course 660, 7/89

Society of Real Estate Appraisers:

Introduction to Appraising Real Property, Course 101, 12/87
Applied Residential Property Valuation, Course 102, 10/88
Introduction to Income Capitalization, 12/87
Appraisal Regulations of the Federal Banking Agencies, 11/90

Appraisal Institute:

Report Writing & Valuation Analysis, 2-2, 11/91
Market Extraction - Income Properties, 8/93
Basic Income Capitalization, Course 310, 9/93
Residential Demonstration Appraisal Report Writing, 12/93
Business Enterprise Valuation, 6/99
Private Mortgage Insurance, 6/99
FHA and the Appraisal Process, 11/99
Standards of Professional Practice, Part C, 6/2000
Partial Interest Valuation - Divided, 9/2000
Like Kind Exchange, 2/2001
Highest & Best Use, Course 520, 4/2001
Advanced Sales Comparison & Cost Approach, Course 530, 9/2001
Advanced Applications, Course 550, 10/2003

Professionals Guide to URAR, 10/2005
Subdivision Valuation, 2/2006
Advanced Residential App. & Case Studies, Pt. 1, 10/07
Advanced Residential Report Writing, Pt. 2, 10/07
Residential Market Conditions, 3/09
Condemnation Appraising, 5/09
Appraiser as Expert Witness, 6/09
Litigation Specialized Topics, 4/10
Discounted Cash Flow Model, 2/11
Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets, 3/12
Marketability Studies, 6 Step Process, 3/13
Spreadsheet Programs in RE Appraisals, 9/14
Appraising Airports & Airplane Hangars, 12/14
Income Capitalization, Part A, 3/16
General Demonstration Report Writing, 12/17
Advanced Income Capitalization, 5/18
Advanced Concepts & Case Studies, 5/19
Business Practice & Ethics, 11/21
Florida Appraisal Law Update, 7/22
Uniform Standards of Professional Appraisal Practice, 7/22

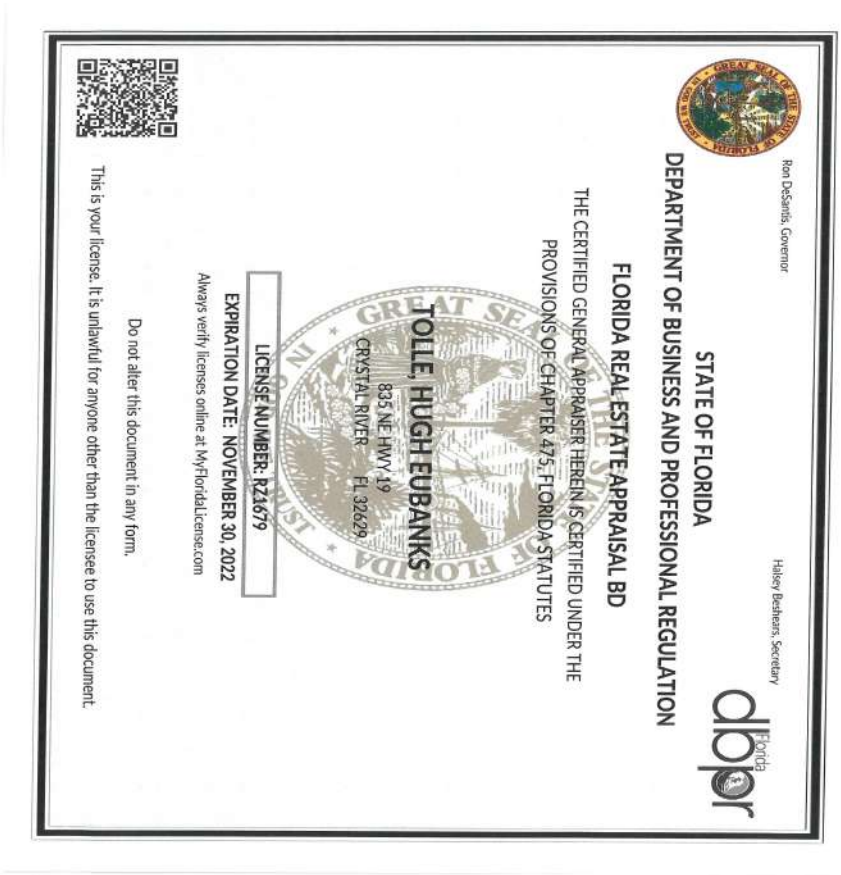
Florida Dept. Of Transportation:
Uniform Standards of Professional Appraisal Practice, 5/16
Florida Appraisal Law & Rules, 5/16

McKissock Data Systems:
Regression Analysis (Automated Valuation Models), 8/98
Multi-Family (2-4) Properties, 8/98
Real Estate Fraud & the Appraiser's Role, 5/02
Understanding the Uniform Appraisal Dataset, 7/11
Reviewers Checklist, 7/14
Applications of Appraisal Analysis, 7/14
Appraising FHA Today, 3/15

Partial Listing of Clients (others at request) -
Bank of America
Regions Bank
TD Bank, N.A.
SunTrust Bank/Truist
Capital City Bank
Brannen Banks
CenterState Bank of Florida/Southstate Bank
IberiaBank
Old Florida Bank
Centennial Bank
First American Title Company, Inc.
Hernando County Board of County Commission

Citrus County Board of County Commission
Citrus County School Board
City of Crystal River
City of Inverness
FDOT, Turnpike Right-of-Way
Florida Dept. of Environmental Protection
Southwest Florida Water Management District
Progress Energy of Florida
Dept. Of Veteran Affairs

HUGH TOLLE LICENSE



Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

TOLLE, HUGH EUBANKS
835 NE HWY 19
CRYSTAL RIVER FL 32629

LICENSE NUMBER: RZ1679
EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Engagement Purchase Order

PO DATE
09/14/2022

SCHOOL BOARD OF HERNANDO COUNTY
Purchasing Department
919 North Broad Street, Brooksville, FL 34601
Tel: 352-797-7060

PURCHASE ORDER NUMBER
2022300011

VENDOR KEY : TOLLE AP000
SHIP DATE : 09/13/2022
FISCAL YEAR : 2022-2023
ORIGINAL REQ # : 0000013481

VENDOR:
TOLLE APPRAISAL SERVICES INC
835 NE HIGHWAY 19
CRYSTAL RIVER, FL 34429

purchaseorders@hcsb.k12.fl.us

SHIP TO:
HCSB - FACILITIES DEPT
8016 MOBLEY ROAD
BROOKSVILLE, FL 34601

ATTN: TIFFANY PARNELL

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	APPRAISAL SERVICES OF MCKENNA PROPERTY ADJACENT TO WWKS/WWHS COMPLEX FOR FUTURE EXPANSION PER BOARD APPROVED BID. ******FACILITIES******* ANY QUESTIONS REGARDING THIS ORDER CONTACT: TIFFANY PARNELL AT 352-797-7054 EXT 408 PARNELL_T@HCSB.K12.FL.US ********** ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER — ACCOUNT AMOUNT 1100E7400 6600 9009 00100 00000 00000 — 1,000.00 Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum. http://www.hernandoschools.org/departments/purchasing/vendor-information. ********** PLEASE REGISTER WITH PUBLICPURCHASE.COM TO RECEIVE NOTIFICATION OF ANY UPCOMING HERNANDO COUNTY SCHOOLS' BID OPPORTUNITIES. WWW.PUBLICPURCHASE.COM REGISTRATION IS FREE	1000.00000	1,000.00

CONTINUED ON NEXT PAGE

Sales Tax Exemption: 85-8012621945C-9 / Expiration: October 31, 2022
CONTACT ACCOUNTS PAYABLE FOR ALL PAYMENT QUESTIONS (352) 797-7011
SEE PURCHASE ORDER TERMS & CONDITIONS

PAGE TOTAL	1,000.00
TOTAL	1,000.00

PO DATE
09/14/2022

SCHOOL BOARD OF HERNANDO COUNTY
Purchasing Department
919 North Broad Street, Brooksville, FL 34601
Tel: 352-797-7060

PURCHASE ORDER NUMBER
2022300011

VENDOR KEY : TOLLE AP000
SHIP DATE : 09/13/2022
FISCAL YEAR : 2022-2023
ORIGINAL REQ # : 0000013481

VENDOR:
TOLLE APPRAISAL SERVICES INC
835 NE HIGHWAY 19
CRYSTAL RIVER, FL 34429

purchaseorders@hcsb.k12.fl.us

SHIP TO:
HCSB - FACILITIES DEPT
8016 MOBLEY ROAD
BROOKSVILLE, FL 34601

ATTN: TIFFANY PARNELL

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
		**********		
			PAGE TOTAL	0.00
			TOTAL	1,000.00

Sales Tax Exemption: 85-8012621945C-9 / Expiration: October 31, 2022
CONTACT ACCOUNTS PAYABLE FOR ALL PAYMENT QUESTIONS (352) 797-7011
SEE PURCHASE ORDER TERMS & CONDITIONS

PURCHASE APPROVED BY:

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY ("Contract") is made and entered into as of the Effective Date, as that term is defined hereinafter, by and between **McKENNA FAMILY TRUST** (Bernard J McKenna Jr and Alice A McKenna, trustees) ("Seller"), and **HERNANDO COUNTY SCHOOL BOARD,** a political subdivision of the State of Florida ("Buyer").

1. Sale and Purchase. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, the parcel of real property in Hernando County, Florida, which is described on Exhibit "A" attached hereto and by this reference incorporated herein, consisting of ten (10) gross acres, more or less, together with all rights in and to the foregoing real property, including riparian, oil, gas and mineral rights (the "Property"), subject to the terms and conditions contained herein. The sale of the Property shall include the sale, transfer and conveyance of Seller's right, title and interest, if any, in and to the following to the extent applicable solely to the Land (collectively, "Seller's Permits"): all warranties, guaranties, certificates, licenses, bonds, water and sewer agreements, permits, authorizations, consents and approvals, but shall not constitute an assumption by Buyer of any liabilities arising under Seller's Permits prior to Closing. The sale shall also include the sale, transfer and conveyance of Seller's right, title and interest, if any, in and to the following to the extent applicable solely to the Property (collectively, the "Intangible Personal Property"): all intangible personal property, including, without limitation, development agreements, approvals, easements, permits, plans, reports, studies, consents and agreements.

2. Purchase Price. The purchase price for the Property shall be One Hundred Thirty Thousand Dollars ($130,000.00), to be paid to Seller by Buyer at closing.

3. Closing; Closing Conditions. The closing of this transaction shall occur within Forty-five (45) days from the expiration of the Feasibility Period ("Contract Term" or "Closing"), time being of the essence of such date of Closing; provided, however, that Buyer may elect to close sooner by giving not fewer than ten (10) days prior written notice of its intent to close the transaction to Seller.

4. Title Insurance. Within twenty (20) days following the effective date hereof, Buyer, at Buyer's expense, through McCain Alfonso, P.A., or its assigns (the "Title Company") shall cause a written commitment to be issued for an owner's marketability policy of title insurance, covering the Property in the full amount of the initial purchase price (which shall be endorsed to cover the final purchase price promptly after it becomes known), together with legible copies of all recorded documents referenced herein and a special tax and lien search (collectively, the "Commitment"). The Commitment shall evidence the Title Company's agreement to issue to Buyer, upon recording the deed conveying the Property to Buyer, a standard owner's ALTA policy in the amount of the purchase price, without exception for any matters other than taxes for the year of closing, applicable zoning and governmental regulations, and matters approved or deemed approved (collectively the "Permitted Exceptions"). Buyer shall have fifteen (15) days from the date of

Buyer's actual receipt of the Commitment in which to examine the Commitment and give written notice to Seller, or Seller's attorney, of any matter contained therein that does not meet the standards of this paragraph. If Buyer fails to give such notice, Buyer shall be deemed to have approved all matters contained therein. Seller shall have until the Closing Date to cure any matters reasonably disapproved by Buyer; however, Seller shall not be obligated to institute any legal action to cure any matters disapproved by Buyer and in the event there are matters Seller cannot cure which are disapproved by Buyer, Buyer's option shall be to terminate this Contract or proceed to close with the disapproved matters becoming Permitted Exceptions.

5. Survey. Buyer may obtain, at Buyer's sole cost and expense, an ALTA Survey of the Property (the "Survey"), on or before the expiration of the Feasibility Period. In the event the Survey reveals any encroachments, or any improvements on the Property, or any easement or other matter except those acceptable to Buyer, in Buyer's sole discretion, Buyer may notify Seller of such matter or matters in the same manner and within the same time as provided herein for a title defect pursuant to paragraph 4 hereof.

6. Closing Procedures.

A. Conveyance. Seller shall convey to Buyer by warranty deed, fee simple title to the Property which is marketable, insurable and indefeasible, subject only to applicable zoning and governmental regulations, and Permitted Exceptions.

B. Title Insurance. The title insurance policy shall be issued promptly after the closing of this transaction. Seller shall have no obligation with respect to any title endorsements which Buyer may request, nor shall the Closing be extended due to Buyer's request for any endorsement.

7. Closing Costs.

A. Buyer's Costs. Buyer shall be responsible and pay for all closing costs.

B. Current Real Estate Taxes. Buyer represents that it is exempt from real property taxes pursuant to Florida law. Seller shall pay all of the taxes due up to and including the date of closing and provide Buyer proof of payment of same as soon as practicable after closing.

8. Closing Documents. On the closing date, the parties shall deliver the following items:

A. The deed, duly executed in form for recording.

B. An owner's affidavit in form acceptable to the Title Company so as to allow it to eliminate the standard owner's exceptions, including the parties in possession, mechanic's lien and gap exceptions from the Commitment and title insurance policy, and otherwise reasonably acceptable to the Title Company and the Title Agent.

C. A non-foreign affidavit which complies with Section 1445 of the Internal Revenue Code, if applicable.

D. Proof of corporate authority if required by the Commitment.

E. Closing Statement

9. Contingencies. This Contract is expressly subject to the following contingencies, any of which may, at the sole discretion of Buyer, form the basis for Buyer not to close the transaction contemplated by this Contract during the Contract Term:

A. Site Assessment. This Contract is contingent on Buyer performing and approving Buyer's site assessment. Buyer shall have ninety (90) days from and after the Effective Date (the "Feasibility Period") to cause Seller to receive written notice of Buyer's approval or disapproval of the Property for purchase. If Seller has not received notice of disapproval, in the sole discretion of Buyer, within the Feasibility Period, then Buyer shall be deemed to have approved the feasibility of this transaction. If Buyer timely provides notice to Seller of disapproval of the Property, then this Contract shall be terminated and the parties shall have no further obligation to each other, except as otherwise expressly provided in this Contract.

B. License to Enter. Seller hereby grants Buyer, from the Effective Date until Closing, or upon earlier termination of this Contract, the right, license, permission and consent for Buyer and Buyer's agents or independent contractors to enter upon the Property for the purpose of performing tests, studies, assessments and analyses thereon. To the extent provided by law, Buyer shall indemnify and hold Seller harmless from and against any damages that may be incurred by Seller as a result of such actions by Buyer, its employees, agents and independent contractors. Buyer agrees to promptly refill holes dug and otherwise repair any damage to the Property as a result of its activities. Buyer shall permit no lien to attach to the Property as a result of its activities. The provisions of this paragraph shall survive Closing or any termination of this Contract.

C. Board Approval. Buyer's obligations under this Contract are subject to approval by the Hernando County School Board ("School Board Approval"). Buyer's staff shall cause this Contract to be included on an agenda for consideration by such school board at the meeting next scheduled after execution hereof by Seller. If Buyer is unable to obtain School Board Approval prior to December 16, 2022, Buyer shall not be obligated to close hereunder, and shall have the right to terminate this Agreement in accordance with its terms, in which event neither Buyer nor Seller shall have any further obligation hereunder, except for those which expressly survive termination.

10. Buyer's Default. Buyer shall not be in default hereunder unless (i) within twenty (20) days after Buyer's receipt of written notice of any material breach of any obligation of Buyer under this Contract which is set forth in such notice, and Buyer fails to promptly take all reasonable measures to correct such breach, or (ii) Buyer fails to complete its purchase of the Property within the time required hereunder. If any such failure continues beyond the applicable cure period, if any, for reasons not due to Seller's default, this Agreement will be terminated and the Seller and Buyer will be relieved of all obligations under this Agreement. In the event Buyer defaults in any post-closing obligation under this Contract, Seller shall have the right to seek and obtain any and all

rights and remedies available at law or in equity, and all such rights shall survive the Closing and recordation of the deed.

11. Seller's Default. Seller shall not be in default hereunder unless within twenty (20) days after Seller's receipt of written notice specifying a breach, (i) Seller fails to remedy any representation or warranty made by Seller that Seller knows or should know by reasonable inquiry is false in any material respect, or (ii) Seller fails to cure its breach of a material covenant or obligation made or undertaken by Seller hereunder, or (iii) Seller fails to convey title to the Property in accordance herewith. Closing shall automatically be extended a reasonable time to permit Seller to effect such cures. After the expiration of the cure period provided above, Buyer may, as its sole and exclusive remedy, seek damages for Seller's failure so to convey including specific performance.

12. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that to the best of Seller's knowledge and belief:

A. Seller is the owner of the fee simple marketable title to the Property.

B. There is no pending or threatened eminent domain or similar proceeding affecting the Property or any portion thereof, nor does Seller have knowledge that any such action is presently contemplated.

C. There are no legal actions, suits or other legal or administrative proceedings, pending or threatened that affect the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

D. Seller has not received notice, either oral or written, and has no knowledge that any governmental or quasi-governmental agency or authority intends to commence construction of any special or off-site improvements or impose any special or other assessment against the Property or any part thereof.

E. The persons signing this Contract on behalf of Seller represents that they are duly authorized to execute this Contract and thereby to bind Seller.

F. Seller warrants and represents that it has not performed and has no knowledge of any excavation dumping or burial of any refuse materials or debris of any nature whatsoever on the Property, or any other activity that could result in or lead to the presence of hazardous materials (as defined below) on the Property. Seller represents and warrants to Buyer that to Seller's best knowledge and belief there are no Hazardous Materials on the Property that would subject Buyer to any liability under either Federal or State laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise, except as described above. Without limiting the generality of the foregoing, Seller represents and warrants to Buyer that to Seller's best knowledge and belief, except as stated above in this subparagraph: (i) the Property is not now and has never been used to generate, refine, transport, treat, store, handle, dispose,

transfer, produce, process or in any manner deal with Hazardous Materials, (ii) no Hazardous Materials have ever been installed, placed, or in any manner dealt with on the Property, (iii) no owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively "Occupant") has received any notice or advice from any governmental agency or any Occupant with regard to Hazardous Materials on, from or affecting the Property, and (iv) no radon or other radioactive materials are located on the Property. The term "Hazardous Materials" as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any Federal, State or local environmental law, ordinance, rule or regulation.

G. There are no leases, oral or written, affecting the Property or any part thereof, nor any other right, title or interest in or to the Property granted to any other individual or entity, except as shown in the Commitment.

H. The property shall be free and clear of all liens, excluded from the boundaries of any special district, and exempt from all covenants and deed restrictions.

13. Entire Contract; Amendment. This Contract contains the entire agreement between Seller and Buyer with respect to the matters set forth herein, and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Contract and are of no force and effect. This Contract may be amended and modified only by instrument, in writing, executed by all parties hereto.

14. Assignment. Neither Buyer nor Seller shall have the right to assign this Contract or any rights or obligations hereunder to any party, without the consent of the other party, which consent shall not be unreasonably withheld.

15. Parties Bound. This Contract shall be binding upon the parties, their successors and assigns, subject to the provisions and limitations on assignment set for the above.

16. Applicable Law. This Contract shall be construed by and controlled under the laws of the State of Florida. Venue for any dispute arising under this Contract shall be exclusively in the courts located in Hernando County, Florida.

17. Partial Invalidity. In the event that any paragraph or portion of this Contract is determined to be unconstitutional, enforceable or invalid, such paragraph or portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portion of this Contract shall remain in full force and effect and shall, for all purposes, constitute this entire Contract.

18. Construction of Contract. All parties hereto acknowledge that they have had the benefit of

independent counsel with regard to this Contract and that this Contract has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.

19. Counterparts. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

20. Effective Date. The "Effective Date" shall be the date the last of Seller and Buyer executes this Contract.

21. Time. Time is of the essence of this Contract.

22. Notices. Notices hereunder shall be given to the parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the time limit. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Any deadline which falls on a Saturday, Sunday or legal public holiday shall be extended to the next business day. Notices shall be addressed as follows:

If to Seller:	With a Required Copy to:
McKenna Family Trust 5047 99th Street North St. Petersburg, FL 33708 352-442-7365 shrinkal@tampabay.rr.com	
If to Buyer:	With a Required Copy to:
Hernando County School Board John Stratton, Superintendent 919 North Broad Street Brooksville, FL 34601 Telephone: 352-797-7000 Email: Stratton_j@hcsb.k12.fl.us	Dennis J. Alfonso, Esquire McClain Alfonso, P.A. Post Office Box 4 Dade City, Florida 33526 Telephone: 352-567-5636 Email: DAlfonso@McClainAlfonso.com

23. Attorney's Fees. In the event litigation is required by either party to enforce the terms of this Contract, the prevailing party of such action shall in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of arbitration or suit and those incurred in preparation thereof at both the trial and appellate levels, and in bankruptcy proceedings.

24. Risk of Loss and Condemnation. Seller shall bear risk of loss until the recording of the deed.

25. Waiver of Breach. The failure of any party hereto to enforce any provision of this Contract shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any party of this Contract or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Contract shall be held to constitute a waiver of any other or subsequent breach.

26. Brokers and Commissions. Seller is not represented by a broker in this transaction. Buyer is not represented by a broker in this transaction.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first set forth above.

SELLER:

Bernard J McKenna Jr TTEE

Alice A McKenna TTEE

BUYER:

HERNANDO COUNTY SCHOOL BOARD

_____

By: GUS GUADAGNINO
As its Chair

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Recommended:

_____

John Stratton, Superintendent

Approved as to Form:

By: _____
Dennis J. Alfonso
School Board Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Parcel ID Number: 984055

Lot 14 Hi Way Farms Subdivision
Plat Book 6, Page 22

10.0 acres, more or less.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Impact Fees- Purchase Of Mckenna Property

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3960E	7400	6600	9009	M2060	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 130,000.00		$ 0.00		$ 0.00		$ 130,000.00		$ 130,000.00		$ 0.00

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $0.00
Prior Year Actual Spent: $0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 16. 23-0971 10/25/2022

Title and Board Action Requested
Award RFQ No. 0251-201-2203, HVAC Commissioning Services HVAC Replacement (Phase 2) at Central High School, to Affiliated Engineers, Inc. (AEI), for commissioning services and approve the contract and the purchase of services for $161,680.00 using Half-Cent Funds.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board Award RFQ No. 0251-201-2203, HVAC Commissioning Services HVAC Replacement (Phase 2) at Central High School, to Affiliated Engineers, Inc. (AEI), for commissioning services and approve the contract and the purchase of services for $161,680.00 using Half-Cent Funds.

Commissioning services will help the District create a comfortable learning environment, cut costs through energy efficiency and rectify issues that lead to poor HVAC performance. Commissioning will assure systems are operating as designed using third party verification.

My Contact
Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $161,680.00, see attached budget sheet. The cost for the previous fiscal year was $0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

REQUEST FOR QUALIFICATIONS
No. 0251-201-2203
For HVAC Commissioning Services

HVAC Replacement
Central High School
Hernando County School District
Brooksville, Florida

REQUEST FOR QUALIFICATIONS
CENTRAL HIGH SCHOOL
HVAC REPLACEMENT
COMMISSIONING SERVICES

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APPENDICES

Appendix A: Submittal Evaluation Form (to be completed by Jury Panel)
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ANNOUNCEMENT

REQUEST FOR QUALIFICATIONS FOR
Commissioning Services
Hernando County School Board
Central High School HVAC Replacement

RFQ #0251-201-2203

The Hernando County School Board ("HCSB"), Brooksville, Florida, invites qualified firms to submit a letter of interest and supporting documentation relating to professional COMMISSIONING SERVICES for Central High School HVAC Replacement. HCSD will negotiate, in accordance with F.S. 287.055, an AIA C103-215 "Standard Form of Agreement Between Owner and Consultant" contract regarding the fee structure, terms and conditions, etc. with the most qualified firm.

Qualifications are requested as follows:
Commissioning Services

Submittals must be received before **10:00 AM on Friday, August 19, 2022** at the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Road, Brooksville, Florida 34601 (352-797-7050).

Submittal Requirements and information related to this RFQ are available on the Public Purchase website. Interested respondents are **required** to register, free of charge, by visiting: www.publicpurchase.com .

A **non-mandatory** site visit will be held on **Tuesday, August 9th at 10:00 AM**. The meeting will convene at the front office of Central High School, located at 14075 Ken Austin Parkway, Brooksville, FL 34613. The purpose of the meeting will be to allow potential respondents to review existing conditions at the campus. Any questions (or responses) asked at this meeting will be for general information only and HCSB will not be bound to any response by any employee of the District. All questions and responses for official record for this RFQ must be asked via the www.publicpurchase.com posting for this RFQ and must be asked by the deadlines stated below.

REQUEST FOR QUALIFICATIONS
COMMISSIONING SERVICES
HERNANDO COUNTY SCHOOL DISTRICT

I. GENERAL INFORMATION

A. DESCRIPTION

1. Hernando County School Board (HCSB) seeks qualifications from Professional Consultants duly licensed to perform the requested services in accordance with Florida laws & regulations.

2. HCSB is soliciting a Request for Qualification (RFQ) from firms to provide commissioning services for an HVAC replacement project at Central High School, 14075 Ken Austin Parkway, Brooksville, FL. The District plans to use the Construction Manager method of project delivery. Separate RFQ's will be issued for both Design and CM services.

3. Submittals will be evaluated by the Professional Service Advisory Committee (Jury Panel) and ranked according to the criteria described herein. The Most Qualified Firm will enter into fee negotiations and be awarded an AIA C103-215 Agreement in accordance with FS 287.055.

4. HCSB intends to solicit a Professional Engineer for design services for this project. The commissioning firm that is awarded a contract under this RFQ **WILL NOT BE CONSIDERED** to provide design services for this project and their submission for the projects Engineering RFQ will be rejected. The successful commissioning firm awarded a contract under this RFQ also agrees that it will not perform any services or work for the design firm or construction manager (or any of their sub-consultants/contractors) as it relates to this specific project and will not be considered as the Construction Manager.

B. MINIMUM QUALIFICATIONS

Respondents must meet minimum qualifications in order to receive consideration. Respondents shall, at a minimum:

1. Meet the minimum qualifications for licensing for these types of services as required by the State of Florida.

2. Have been in business operating within the State of Florida for a minimum of three (3) consecutive years under the current name and providing the services advertised under this RFQ.

3. Have successfully completed at least **three (3) K-12 educational** HVAC commissioning projects with a total value of each project of at least **Four Million Dollars ($4,000,000)** where the respondent was the commissioning agent for the project.

4. May not be disqualified by Florida Statute 287.133 (2) (a), which states as follows:
"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

C. SCOPE OF SERVICES

The primary role of the CxA is to develop and ensure the Owner's Project Requirements (OPR) are achieved through the design, construction, and operation of the facility. The selected commissioning agent will provide all services necessary to assist the Central High School Elementary HVAC Replacement project in meeting District design requirements by providing commissioning services during the design phase, construction phase and acceptance phase of the project.

These services will include, but not be limited to:

COMMISSIONING PROCESS DURING THE DESIGN PHASE:

1. **Review Owner's Project Requirement and Basis of Design.**
    a. Ensure the design incorporates sustainable design issues that relate to building energy using systems that are within the project budget for design and construction.
    b. Ensure project complies with Owner's requirements.

2. **Commissioning Design Review.**
    a. The CxA will review all design and construction documents with a focus on commissioning, design completeness, cost-effectiveness, coordination of trades, and energy efficiency. The CxA will prepare a written list of comments for the Owner for each design submission and GMP package.
    b. Provide the Owner with an independent assessment of the design of the commissioned systems.
    c. Review the design documents and provide review comments.

3. **Commissioning Plan** – The CxA will develop a commissioning plan that encompasses the design, construction, and occupancy operations phases. Before the construction start date, the CxA will develop the initial commissioning plan, including the following:
    a. A project specific description of the equipment to be commissioned.
    b. A description of the roles of the CxA team, including the responsibilities of the Owner, A/E, contractors, and CxA.
    c. Sample prototypical pre-functional checklists (PFCs) for each piece of equipment in the commissioning scope.
    d. Sample prototypical functional test procedures (FTPs) that define acceptable results of the tests to be performed.

4. **Commissioning Specifications.**
    a. Integrate commissioning requirements into the construction bid and contract documents (utilizing building commissioning specifications similar to 019113, and 019115 included in this document as **Appendix C**).

COMMISSIONING PROCESS DURING CONSTRUCTION AND ACCEPTANCE PHASES:

5. **Meetings.**
    a. Kick-Off Meeting – the CxA will plan and conduct a commissioning kick-off meeting within 60 days of the construction contract award or as dictated by the actual construction schedule.
    b. Commissioning Meetings – The CxA will coordinate and direct the commissioning activities in conjunction with the contractor and/or construction manager in a logical, sequential, and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules, and technical expertise. Meetings will be held as necessary to coordinate the commissioning process.
    c. Project Meetings – The CxA will review the minutes of the regular project meetings and attend selected project meetings as needed to resolve the issues and concerns and coordinate the commissioning process.

6. **Construction Phase Commissioning Plan** – the CxA will revise the commissioning plan, including scope and schedule, as necessary.
    a. The CxA will prepare project-specific pre-functional checklists (PFCs) for each piece of

equipment in the commissioning scope with Owner input, and include these in the commissioning plan. Generic PFCs are not acceptable.

a. Prepare project-specific functional test procedures (FTPs) that define acceptable results of the tests to be performed with Owner input, and included those in the commissioning plan. Generic FTPs are not acceptable.
b. Functional Performance Testing will include 100% sampling. Partial sampling will not be acceptable.

7. Reviews.

a. Shop Drawings/Submittals – The CxA will review contractor submittals applicable to systems being commissioned to ensure compliance with the commissioning plan, commissioning specifications, and OPR. The CxA will forward comments and concerns in writing to the design team and the Owner. Reviews must be concurrent with A/E reviews, must be conducted in a timely manner, and must not affect the construction schedule of the contractor.
b. O&M Manuals – The CxA shall review the manuals to ensure proper content and format.
c. Start-Up Plan – The CxA shall review the start-up plan to ensure operational parameters outlined in the OPR will be met. The review will include start-up training procedures for maintenance personnel who will be operating the equipment after occupancy.
d. HVAC Control System Programming – The CxA will review the programs before implementation and again after implementation to ensure proper performance of the HVAC system.
e. Training Program – The CxA will review the training procedures for all equipment included in the commissioning plan to ensure an appropriate transition to operational sustainability by maintenance personnel.
f. TAB Report – The CxA will review the testing, adjusting, and balancing (TAB) reports prepared by the contractor.
g. Punch lists – The CxA will review punch lists to ensure that MEP comments are coordinated and consistent with commissioning reports.
h. h. Record Drawings – The CxA will review the record drawings and identify known discrepancies between these documents and as-installed conditions. The CxA will forward a list of these discrepancies to the Owner, contractor, and design team for incorporation into the record documents.

8. **Scheduling** – The CxA will coordinate all commissioning tasks with the design and construction team to ensure that commissioning activities are included in the master schedule and coordinated with all relevant personnel. The CxA will develop a testing plan for all equipment, systems, and integrated systems.

9. **Pre-Functional Inspections and Checklists** – The Cx team (as coordinated and directed by the CxA) will execute the PFCs in phases (e.g., equipment installation, piping rough-in, electrical rough-in, controls rough-in, feeder and load side termination for electrical systems, etc.) as the work progresses. The purpose of this process is to document that installation occurs per the contract documents as the work is installed rather than waiting until all installation is complete. Resolution of deficiencies shall be documented on subsequent site visits. All elements of equipment and system installation and all PFCs must be complete prior to functional testing.

10. **Equipment and Systems Start-Up** – The CxA reviews equipment start-up procedures, witnesses the start-up of critical systems, and reviews the completed start-up documentation.

11. **Functional Test Procedures** – The CxA will direct execution of the functional test procedures by the

responsible subcontractors. The tests proceed from tests of simple systems to tests of complex systems to tests of integrated systems. The CxA invites O&M personnel to attend and witness testing. The CxA documents test results and recommends systems for acceptance. The CxA will document that specified trends are implemented and operational as required by the commissioning specifications.

12. **Final Commissioning Report** – The CxA will complete the commissioning report at the completion of the construction phase. The final report will be provided to the Owner within four (4) weeks after the start of Owner Occupancy.

13. **Re-testing of Deficient Items.**
    a. Issue Deficiency Log after the first round of testing to highlight all open items.
    b. Provide subsequent functional testing and update the Issue Deficiency Log.

14. **Site Visits.**
    a. During the construction phase of the project, make appropriate jobsite visits to ensure jobsite quality with future building indoor air quality as a priority.
    b. Ensure that the design is being followed.

15. **Create Current Facilities and Operations & Maintenance Plan.**
    a. The plan will include sequence of operation for the building, building occupancy schedule, equipment run time schedules, set points for all HVAC equipment, minimum outside air requirements, changes in schedule or set points, systems narrative describing the mechanical and electrical systems, preventive maintenance plan for building equipment and a commissioning program that includes periodic requirements and tasks for critical facilities.

16. **Review of Contractor Submittals.**
    a. Review all contractor submittals to ensure no deviations from the specifications which would impact energy or water using systems.

17. **Systems Manual and O&M Training Requirements.**
    a. Work with the design team to ensure that the systems manual and O&M training requirements are incorporated within the construction documents.

18. **Verify Systems Manual and Operator/Occupant Training Delivery and Effectiveness.**
    a. Verify that the systems manual is prepared and provided to the Owner and that implementation of training is completed and meets all project requirements.

19. **Verify Seasonal Testing.**
    a. Verify that seasonal testing is provided for all equipment for which it is required.

20. **Develop Plan and Conduct 8-10 Month Operation Review.**
    a. Develop a plan to access and review the operation of energy and water using equipment after 8-10 months of building operation and develop report which documents the findings of the review.

21. **On-going Commissioning Plan.**
    a. Create and distribute an on-going Commissioning Plan to include information regarding the design intent and original settings such as the basis of design, sequence of operations, testing and balancing report, equipment settings original test plans and O&M documentation.

22. Equipment Testing Strategy.

a. The commissioning agent will test all equipment/systems identified in the Commissioning Plan included in the Central High School HVAC Replacement project. Sample testing will not be allowed.

The selected commissioning agent's responsibilities will also be as outlined in the Commissioning Specification Sections 019113 and 019115 of the Commissioning Requirements Specifications included at the end of this document (**Appendix C**).

D. SELECTION PROCESS

1. The ranking and selection of qualified firms will be conducted in two steps in accordance with the Florida Statutes, 287.055, as follows:

   a. Step 1 – Respondents' submittals will be scored individually by each juror, based on their understanding of the material. An average of the individual jurors' final scores will be used to rank all respondents' submittals. The three (3) highest scoring firms will be invited to Interview (Step 2)

   b. Step 2 – Firms participating in this step shall each begin with a score of zero. All firms shall be given an equal amount of time for the interview. Time slots for the interviews will be assigned by the Facilities & Construction Department. Interviews will be scored individually by each committee member. An average of the individual committee members' final scores will be used to rank all firms' interviews. The firm with the highest interview score shall be deemed the most qualified and recommended for selection.

2. The final rankings of the firms will be presented to the School Board for selection. Following selection by the School Board, the Facilities & Construction Department will negotiate, in accordance with F.S. 287.055, a contract regarding the fee structure, terms and conditions, etc. with the selected firm. If the District is unable to reach a timely agreement with the selected firm, negotiations will proceed with the next highest ranked firm, in turn, and in accordance with F.S. 287.055

3. For any lump-sum or cost-plus-a-fixed-fee professional service contract that exceeds the maximum amount established by State law for CATEGORY FOUR, which is $195,000, the Board shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within (1) year following the end of the contract.

II. SUBMITTAL REQUIREMENTS

A. SUBMITTAL INFORMATION

Due Date & Time:	**Friday, August 19, 2022, 10:00 AM**
Copies:	**Three (3) bound hard copies and one (1) .pdf copy on portable media**
Address:	**Submit to: Facilities & Construction Dept., 8016 Mobley Rd, Brooksville, FL 34601**

Comments: **Late submittals will not be considered. It is the responsibility of the Respondent to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline.**

Contact: **Brian Ragan, Facilities & Construction Department**
Hernando County School District
Ragan_b@hcsb.k12.fl.us
352-797-7050

B. SCHEDULE FOR RFQ PROCESS

The schedule is as follows:

Advertisement	July 18 – August 8, 2022
Non-mandatory Site Visit	August 9, 2022 10:00 AM
Final Date for Respondent Questions	August 10, 2022
Due Date for HCSB Responses	August 12, 2022
Submittals Due	**August 19, 2022 10:00 AM**
Step 1 Short List Announced	August 26, 2022
Step 2 Interviews	September 6-13, 2022
Step 2 Scores Announced	September 16, 2022

The above schedule is tentative. Revisions will be issued in a timely manner. Information related to this RFQ, including the schedule, will be distributed via the HCSB Public Purchase web page.

Respondents are required to register on **www.PublicPurchase.com** to receive information related to this RFQ.

C. GENERAL INFORMATION

1. Changes and Clarifications:
   Changes and clarifications to this RFQ will be issued by addenda. Addenda will be distributed via **www.PublicPurchase.com** .

   Respondents may enter questions at any time prior to the date listed in paragraph II.B. All questions must be entered into **www.publicPurchase.com** and HCSB will respond accordingly.

   It is the respondent's responsibility to log in and check for updated information.

2. Conditions of this RFQ:
   All respondents accept the following conditions:

   a. All submittals shall become the property of HCSB and will not be returned.

   b. Late submittals will not be evaluated.

   c. HCSB is governed by the Public Records Law, Chapter 119, Florida Statute (F.S.). Only trade secrets, as defined by F.S, and financial statements may be exempt from disclosure. Any such confidential materials shall be segregated and clearly marked as Confidential. Blanket requests will not be honored.

   d. HCSB reserves the right to reject any or all proposals if deemed unresponsive to this RFQ or for failure to disclose requested information.

e. HCSB shall not be liable for costs incurred by respondents in the preparation of submittals or for costs related to any element of the selection and contract negotiation process.

f. By responding to this RFQ, the respondents acknowledge that they have carefully reviewed the entire RFQ, including appendices and addenda, and furthermore specifically agrees that the Architect-Engineers Agreement and the associated Terms and Conditions are expressly acceptable without reservation.

g. HCSB reserves the right, without invalidating the respondent's submittal, to request clarification of the information provided.

D. SUBMITTAL FORMAT

Submittals must comply with the following requirements. HCSB retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the District.

1. Three (3) hard copies and one (1) .pdf version on portable media. The .pdf version is to be submitted as a single bound document, including the cover letter.

2. Each submittal is to include a Letter of Interest bound into the submittal as page 1. The Letter of Interest is to include the following information:

   a. Legal name of the Firm
   b. Mailing Address
   c. Contact information for the person responsible for communications regarding this RFQ

3. The submittal is to be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of this RFQ. Respondents are asked to concentrate on accuracy, completeness and clarity of content.

4. Submittals are to be 8 ½" x 11", permanently bound, with minimum font size 11 point. Fold out pages may be included for charts, graphs and diagrams, but not for text. Fold out pages may be no larger than 11" x 17" and must fold entirely within the section.

5. Submittal shall be formatted and tabbed in the exact form and numeric sequence stated herein. Each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the package**. Information which is not readily found in its designated section may be assumed to have been omitted**.

6. Specific information upon which the submittal will be judged is as follows. Response to all items shall be complete.

III. EVALUATION CRITERIA

Submittals will be evaluated and scored according to the Evaluation Form provided in Appendix A.

It is the intent of HCSB to select firms who have prior experience with educational projects. Respondents will be judged not only on prior experience but also on their ability to address issues critical to the success of a project, as outlined in this RFQ document. The following must be submitted (in order by Tab) and are elements that will be used to evaluate each respondent's qualifications.

TAB 01 – FIRM QUALIFICATIONS AND CAPABILITIES

Provide a brief overview of the firm's qualifications and experience related to educational HVAC projects or projects performed in a similar environment**. List the three projects required to meet the minimum qualifications stated in section I, B (3) of this document at a minimum**.

Describe the organization and size of the firm. Establish the lines of authority and communication. Organizational chart may be included.

Provide a copy of the current Annual corporate commissioning certification from a nationally recognized commissioning organization (i.e., BCA, ACG, ASHRAE).

Describe the firm's in-house capabilities, specifically with regard to experience acting as **Commissioning Consultant**.

Describe the firm's current and projected workload.

Establish whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

TAB 02 – STAFF QUALIFICATIONS

Identify the Principals and other key staff. Provide a brief overview of the individual staff qualifications and relevant experience related to educational HVAC commissioning projects or projects performed in a similar environment.

Present unique qualifications or knowledge that staff may offer, for example certification with a recognized green building rating organization, expertise in software, commissioning certifications, etc.

Unique projects and projects similar to this project where key staff has participated as the commissioning agent whether under the firm's employ or other employ. If not completed as an employee of the submitting firm please indicate so.

TAB 03 – PRIOR EXPERIENCE AND PERFORMANCE

Present at least three (3) relevant projects performed as prime commissioning consultant. Provide information related to the complexity, methodology and significant findings or resolutions. Although projects demonstrating the firm meets this RFQ's minimum qualifications may be listed or duplicated in this section they **MUST** be listed in TAB 01 as instructed above.

Provide names and current contact information for the Owner representative for each project.

Demonstrate success on the above projects. Testimonials and reference letters may be provided.

TAB 04 – PROJECT APPROACH

Describe the firm's policies and procedures with regard to Project Implementation:

Present a plan for setting forth the program for implementing and carrying out the required services to include project planning, performing assessment/investigative work, project status reporting and phased reporting services.

Procedure for investigating existing conditions for pre-commissioning.

Ability to review design documents for future maintenance coordination, energy efficiency, owners objective for the project, including the work of sub- consultants, so as to avoid delays to the project.

Describe the firm's policies and procedures with regard Reporting & Communications:

Describe the firm's policies and procedures with regard to Communication and Reporting:
Ability to produce detailed meeting minutes and field reports. **Provide examples including a sample pages from a commissioning report from a similar project (i.e. A K-12 school)**.

Describe how the proposed organizational structure will insure orderly communications, distribution of information, effective coordination of activities and accountability.

Describe the firm's policies and procedures for project close-out and communicating deficiencies and findings to the owner, engineer and contractor. Describe follow-up procedures through final completion.

TAB 05 – WORK LOCATION

Describe the location of the office where project documents and reports will be produced

Describe the proximity of field staff to the project site and their availability to review site conditions during construction as to not cause delays in the construction of the project.

Describe how the proximity of the firm's office may affect construction phase tasks and coordination with the HCSB project manager. List any Hernando County residents on staff or any Hernando County presence the firm may have.

Appendix A

HERNANDO COUNTY SCHOOL DISTRICT
SUBMITTAL EVALUATION FORM
COMMISSIONING SERVICES

QUALIFICATION BASED SELECTION

Evaluator #:_____ Date:_____
Name of Firm:_____
RFQ #:__0251-201-2203_____

SCORE: Weight x Rating = Score

1. FIRM QUALIFICATIONS AND CAPABILITIES[1]

- ❑ Experience with educational or similar projects __15__x_____=____
- ❑ Organizational structure & established lines of communication __15__x_____=____
- ❑ Documented experience acting as Commissioning Consultant __15__x_____=____

2. STAFF QUALIFICATIONS[1]

- ❑ Qualifications and relevant individual experience __10__x_____=____
- ❑ Unique knowledge, certifications & abilities of staff __15__x_____=____
- ❑ Staff experience in similar commissioning projects __10__x_____=____

3. PRIOR EXPERIENCE AND PERFORMANCE[1]

- ❑ Three examples of successful projects __15__x_____=____
- ❑ Demonstrated success on each of the projects __10__x_____=____
- ❑ Owner references for each of the projects __10__x_____=____

4. PROJECT APPROACH[1]

- ❑ Plan for project implementation __10__x_____=____
- ❑ Method for pre-commissioning __10__x_____=____
- ❑ Documented Communication and Reporting proficiency __10__x_____=____
- ❑ Ability to review documents for energy savings/maintenance __10__x_____=____
- ❑ Approach to Project Close Out __10__x_____=____

5. WORK LOCATION[1]

- ❑ Proximity of firm & availability for Hernando County __10__x_____=____

TOTAL SCORE: _____[4]

NOTES:

1. **Criteria**: Evaluator will review all information presented, including unique characteristics and abilities, in order to rate the firm's qualifications in each category.
2. **Weights**: Weights are assigned to establish the relative importance of the listed criteria.
3. **Ratings**: Evaluator will assess the strength of each firm's qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
4. **Total Score**: Includes the sum of all criteria.

Appendix B

AIA Document C103-215 “Standard Form of Agreement Between Owner and Consultant” is hereby incorporated by reference.

APPENDIX C

DIVISION 01 SECTION 019113
GENERAL COMMISSIONING REQUIREMENTS
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END OF SECTION 10

SECTION 019113 – GENERAL COMMISSIONING REQUIREMENTS PART 1.

GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2. SUMMARY

A. This Section includes general requirements that apply to implementation of commissioning without regard to systems, subsystems, and equipment being commissioned.

B. Related Sections include the following:

1. Division 01 Section "HVAC Commissioning Requirements" for specific requirements for commissioning HVAC systems.

2. Division 01 Section "Electrical Commissioning Requirements" for specific requirements for commissioning electrical systems.

3. Division 01 Section "Plumbing System Commissioning Requirements" for specific requirements for commissioning Plumbing systems.

4. Division 01 Section "Contract Closeout" for specific requirements for closeout at substantial and final completion.

5. Division 01 Section "Contract Closeout" for Specific Requirements for training and demonstration of systems to Owner.

6. Division 01 Section "Contract Closeout" for Specific Requirements related to the Preparation of systems operation and maintenance manuals.

1.3. DEFINITIONS

A. CxA: Commissioning Authority.

B. OPR: Owner's Project Requirements.

C. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.

D. TAB: Testing, Adjusting, and Balancing.

1.4. COMMISSIONING TEAM

A. Members Appointed by Contractor(s): Individuals, each having authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.

B. Members Appointed by Owner:

1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.

2. All contractor commissioning requirements and costs associated with commissioning the project shall be included in the base bid.

3. Representatives of the facility user and operation and maintenance personnel.

4. Architect and Engineering design professionals.

1.5. OWNER'S RESPONSIBILITIES

A. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities including, but not limited to, the following:

1. Coordination meetings.

2. Training in operation and maintenance of systems, subsystems, and equipment.

3. Testing meetings.

4. Demonstration of operation of systems, subsystems, and equipment.

1.6. CONTRACTOR'S RESPONSIBILITIES

A. Provide utility services required for the commissioning process.

B. Contractor shall assign representatives with expertise and authority to act on behalf of the Contractor and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:

1. Participate in commissioning and construction-phase coordination meetings.

2. Participate in maintenance orientation and inspection.

3. Participate in operation and maintenance training sessions.

4. Participate in final review at acceptance meeting.

5. Certify that Work is complete and systems are operational according to the Contract Documents, including calibration of instrumentation and controls.

6. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.

7. Review and approve final commissioning documentation.

8. Certify that all pre-test work and pre-testing of functional performance tests are complete and operational prior to scheduling performed testing by CxA. Submit completed functional performance test forms with data from pre-testing.

9. During functional performance testing, a representative from the mechanical contractor,

controls contractor, and test/balance engineer must be present and participate in testing.

C. Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:

1. Pre-test all systems/equipment prior to engaging CxA for Functional Performance Testing.

2. Participate in commissioning and construction-phase coordination meetings.

3. Participate in maintenance orientation and inspection.

4. Participate in procedures meeting for testing.

5. Participate in final review at acceptance meeting.

6. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to CxA for incorporation into the commissioning plan. Update schedule on a weekly basis throughout the construction period.

7. Provide information to the CxA for developing construction-phase commissioning plan.

8. Participate in training sessions for Owner's operation and maintenance personnel.

9. Provide updated Project Record Documents to the CxA on a daily basis.

10. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the CxA, as specified in Division 01 Section "Operation and Maintenance Data."

11. Provide technicians who are familiar with the construction and operation of installed systems and who shall develop specific test procedures and participate in testing of installed systems, subsystems, and equipment.

12. The test/balance subcontractor, mechanical contractor, and automatic temperature controls subcontractor must be on-site and provide assistance during all functional performance testing.

D. Contractors and subcontractors must pre-inspect and pre-test all equipment and systems prior to requesting functional performance testing by the CxA. All pre-start/start-up checklists and functional performance test forms must be completed and submitted to Engineer prior to scheduling formal functional performance testing.

1.7. CXA'S RESPONSIBILITIES

A. Organize and lead the commissioning team.

B. Prepare a construction-phase commissioning plan. Collaborate with Contractor and with subcontractors to develop test and inspection procedures. Include design changes and scheduled commissioning activities coordinated with overall Project schedule. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.

C. Convene commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. Responsibilities include arranging for

facilities, preparing agenda and attendance lists, and notifying participants. The CxA shall prepare and distribute minutes to commissioning team members and attendees within five workdays of the commissioning meeting.

D. At a mutually agreed upon time, conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for operation and maintenance submittals; operation and maintenance training sessions; TAB Work; and Project completion.

E. Observe and inspect construction and report progress and deficiencies. In addition to compliance with the Contract Documents, inspect systems and equipment installation for adequate accessibility for maintenance and component replacement or repair.

F. Prepare Project-specific test and inspection procedures and checklists.

G. Schedule, direct, witness, and document tests, inspections, and systems startup.

H. Compile test data, inspection reports, and certificates and include them in the systems manual and commissioning report.

I. Certify date of acceptance and startup for each item of equipment for start of warranty periods.

J. Review Project Record Documents for accuracy. Request revisions from Contractor to achieve accuracy. Project Record Documents requirements are specified in Division 01 Section "Project Record Documents."

K. Review and comment on operation and maintenance documentation and systems manual outline for compliance with the Contract Documents. Operation and maintenance documentation requirements are specified in Division 01 Section"Operation and Maintenance Data."

L. Assemble the final commissioning documentation, including the commissioning report and Project Record Documents.

1.8. COMMISSIONING DOCUMENTATION

A. Commissioning Plan: A document, prepared by CxA, that outlines the schedule, allocation of resources, and documentation requirements of the commissioning process, and shall include, but is not limited to the following:

1. Plan for delivery and review of submittals, systems manuals, and other documents and reports. Identification of the relationship of these documents to other functions and a detailed description of submittals that are required to support the commissioning processes. Submittal dates shall include the latest date approved submittals must be received without adversely affecting commissioning plan.

2. Description of the organization, layout, and content of commissioning documentation (including systems manual) and a detailed description of documents to be provided along with identification of responsible parties.

3. Identification of systems and equipment to be commissioned.

4. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.

5. Identification of items that must be completed before the next operation can proceed.

6. Description of responsibilities of commissioning team members.

7. Description of observations to be made.

8. Description of requirements for operation and maintenance training, including required training materials.

9. Description of expected performance for systems, subsystems, equipment, and controls.

10. Schedule for commissioning activities with specific dates coordinated with overall construction schedule.

11. Identification of installed systems, subsystems, and equipment, including design changes that occurred during the construction phase.

12. Process and schedule for documenting changes on a continuous basis to appear in Project Record Documents.

13. Process and schedule for completing prestart and startup checklists for systems, subsystems, and equipment to be verified and tested.

14. Step-by-step procedures for testing systems, subsystems, and equipment with descriptions for methods of verifying relevant data, recording the results obtained, and listing parties involved in performing and verifying tests.

B. Test Checklists: CxA, with assistance of Contractor and Subcontractors, shall develop test checklists for each system, subsystem, or equipment including interfaces and interlocks, and include a separate entry, with space for comments, for each item to be tested. Prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. Provide space for testing personnel to sign off on each checklist. Specific checklist content requirements are specified in Division 01 Section "HVAC Commissioning Requirements", "Electrical Commissioning Requirements" and "Plumbing System Commissioning Requirements". Test checklists will be jointly developed as the project progresses. Each checklist, regardless of system, subsystem, or equipment being tested, shall include, but not be limited to, the following:

1. Name and identification code of tested item.

2. Test number.

3. Time and date of test.

4. Indication of whether the record is for a first test or retest following correction of a problem or issue.

5. Dated signatures of the person performing test and of the witness, if applicable.

6. Individuals present for test.

7. Deficiencies.

8. Issue number, if any, generated as the result of test.

C. Certificate of Readiness: Certificate of Readiness shall be signed by Contractor, Subcontractor(s), Installer(s), and CxA certifying that systems, subsystems, equipment, and associated controls are ready for testing. Completed test checklists signed by the responsible parties shall accompany this certificate.

D. Test and Inspection Reports: CxA shall record test data, observations, and measurements on test checklists. Photographs, forms, and other means appropriate for the application shall be included with data. CxA shall compile test and inspection reports and test and inspection certificates and include them in systems manual and commissioning report.

E. Corrective Action Documents: CxA shall document corrective action taken for systems and equipment that fail tests. Include required modifications to systems and equipment and revisions to test procedures, if any. Retest systems and equipment requiring corrective action and document retest results.

F. Issues Log: CxA shall prepare and maintain an issues log that describes design, installation, and performance issues that are at variance with the Contract Documents. Identify and track issues as they are encountered, documenting the status of unresolved and resolved issues.

1. Creating an Issues Log Entry:

   a. Identify the issue with unique numeric or alphanumeric identifier by which the issue may be tracked.
   b. Assign a descriptive title of the issue.
   c. Identify date and time of the issue.
   d. Identify test number of test being performed at the time of the observation, if applicable, for cross-reference.
   e. Identify system, subsystem, and equipment to which the issue applies.
   f. Identify location of system, subsystem, and equipment.
   g. Include information that may be helpful in diagnosing or evaluating the issue.
   h. Note recommended corrective action.
   i. Identify commissioning team member responsible for corrective action.
   j. Identify expected date of correction.
   k. Identify person documenting the issue.

2. Documenting Issue Resolution:

   a. Log date correction is completed or the issue is resolved.
   b. Describe corrective action or resolution taken. Include description of diagnostic steps taken to determine root cause of the issue, if any.
   c. Identify changes to the Contract Documents that may require action.
   d. State that correction was completed and system, subsystem, and equipment is ready for retest, if applicable.
   e. Identify person(s) who corrected or resolved the issue.
   f. Identify person(s) documenting the issue resolution.

3. Issues Log Report: On a periodic basis, but not less than for each commissioning team meeting, CxA shall prepare a written narrative for review of outstanding issues and a status update of the issues log. As a minimum, CxA shall include the following information in the issues log and expand it in the narrative:

   a. Issue number and title.
   b. Date of the identification of the issue.
   c. Name of the commissioning team member assigned responsibility for resolution.

d. Expected date of correction.

G. Commissioning Report: CxA shall document results of the commissioning process including unresolved issues and performance of systems, subsystems, and equipment. The commissioning report shall indicate whether systems, subsystems, and equipment have been completed and are performing according to the Contract Documents. The commissioning report shall include, but is not limited to, the following:

1. Lists and explanations of substitutions; compromises; variances in the Contract Documents; record of conditions; and, if appropriate, recommendations for resolution. This report shall be used to evaluate systems, subsystems, and equipment and shall serve as a future reference document during Owner occupancy and operation. It shall describe components and performance that exceed requirements of the Contract Documents and those that do not meet requirements of the Contract Documents. It may also include a recommendation for accepting or rejecting systems, subsystems, and equipment.

2. Commissioning plan.

3. Testing plans and reports.

4. Corrective modification documentation.

5. Issues log.

6. Completed test checklists.

7. Punch Lists.

8. Test/Balance Reports.

9. Listing of off-season test(s) not performed and a schedule for their completion.

10. All commissioning documents must be submitted to the building Owner within 90 days of the date of receipt of the Certificate of Occupancy.

H. Systems Manual: CxA shall gather required information and compile systems manual. Systems manual shall include, but is not limited to, the following:

1. Project Record Documents as specified in Division 01 Section "Project Record Documents."

2. Final commissioning plan.

3. Commissioning report.

4. Operation and maintenance data as specified in Division 01 Section "Operation and Maintenance Data."

1.9. SUBMITTALS

A. Test Checklists and Report Forms: CxA shall submit sample checklists and forms to Contractor quality-control manager and subcontractors for review and comment. Submit two copies of each checklist and report form.

B. Test and Inspection Reports: CxA shall submit test and inspection reports.

C. Corrective Action Documents: CxA shall submit corrective action documents.

1.10. QUALITY ASSURANCE

A. Instructor Qualifications: Factory-authorized service representatives, experienced in training, operation, and maintenance procedures for installed systems, subsystems, and equipment.

B. Test Equipment Calibration: Comply with test equipment manufacturer's calibration procedures and intervals. Recalibrate test instruments immediately whenever instruments have been repaired following damage or dropping. Affix calibration tags to test instruments. Instruments shall have been calibrated within six months prior to use.

1.11. COORDINATION

A. Coordinating Meetings: CxA shall conduct coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.

B. Pretesting Meetings: CxA shall conduct pretest meetings of the commissioning team to review startup reports, pretest inspection results, testing procedures, testing personnel and instrumentation requirements, and manufacturers' authorized service representative services for each system, subsystem, equipment, and component to be tested.

C. Testing Coordination: CxA shall coordinate sequence of testing activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

D. Manufacturers' Field Services: CxA and Contractor shall coordinate services of manufacturers' field services.

1.12. ALTERNATES

A. Refer to Division 01 Section, “Alternates” for description of work under this section affected by alternates.

PART 2. PRODUCTS (NOT USED) PART 3.

EXECUTION

3.1. OPERATION AND MAINTENANCE TRAINING REQUIREMENTS

A. Training Preparation Conference: Before operation and maintenance training, CxA shall convene a training preparation conference to include Owner's operation and maintenance personnel, Contractor, and subcontractors. In addition to requirements specified in Division 01 Section "Demonstration and Training," perform the following:

1. Review installed systems, subsystems, and equipment.

2. Review instructor qualifications.

3. Review instructional methods and procedures.

4. Review training module outlines and contents.

5. Review course materials (including operation and maintenance manuals).

6. Inspect and discuss locations and other facilities required for instruction.

7. Review and finalize training schedule and verify availability of educational materials, instructors, audiovisual equipment, and facilities needed to avoid delays.

8. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

B. Training Modules: Develop an instruction program that includes individual training modules for each system, subsystem, and equipment as specified in Division 01 Section "Demonstration and Training."

END OF SECTION

DIVISION 01 SECTION 019115
HVAC COMMISSIONING REQUIREMENTS
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END OF SECTION 13

SECTION 019115 - HVAC COMMISSIONING REQUIREMENTS PART 1.

GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2. SUMMARY

A. This Section includes requirements for commissioning the HVAC system and its subsystems and equipment. This Section supplements the general requirements specified in Division 01 Section "General Commissioning Requirements."

B. Related Sections include the following:

1. Division 01 Section "General Commissioning Requirements" for general requirements for commissioning processes that apply to this Section.

C. The following **new or modified** systems and/or equipment shall be commissioned:

1. Air Flow Monitoring Stations.
2. Air curtains.
3. Air Separators.
4. Automatic Glycol Feeders.
5. Automatic Temperature Control System.
6. Boilers and burners.
7. Carbon Monoxide Detector.
8. Condensate overflow alarms.
9. Condensate pumps.
10. Condensing Units.
11. Conventional Hydronic Control Valves.
12. Dampers
13. Demand Meter/ATC Interface.
14. Differential Pressure Bypass Valves.

15. Differential Static Pressure Controllers.
16. Dishwasher Exhaust Fans.
17. Dryer Duct Booster System.
18. Duct smoke detectors.
19. Ductless heat pumps and air conditioning units.
20. Dust Collector Systems.
21. Electric Heaters/Radiant Heat Panels.
22. Electric Heating Coils.
23. Energy recovery ventilators (Including variable frequency drives).
24. Exhaust air systems including fume hoods and laboratory exhaust systems.
25. Expansion tanks
26. Exhaust Fans and ventilation fans.
27. Flame Failure Alarms.
28. Flow measuring stations.
29. Flow Switches.
30. Freeze protection pumps.
31. Greenhouse ventilation/heating systems.
32. Heating and Ventilating Units
33. High temperature alarms.
34. Hydronic Unit Heaters.
35. Hot water systems.
36. Hot Gas Reheat coils.
37. HVAC controls and sequences of operation.
38. Kiln Ventilation Fans.
39. Kitchen ventilation system.
40. Lighting interface to ATC system.
41. Low Water Cut-Offs.

42. Makeup water meter flow rates and alarms.

43. Pumps.

44. Pressure Independent Control Valves.

45. Remote lift station interlocks.

46. Single Zone VAV Units.

47. Split System Condensing Units.

48. Unit Heaters.

49. Variable frequency drives.

50. Variable refrigerant volume systems (indoor and outdoor units).

51. Variable refrigerant volume system ATC interface and systems integration.

52. Ventilation Fans.

53. Water meter/ATC interface.

54. Welding Hood Exhaust/Make-up Air Systems.

1.3. DEFINITIONS

A. Architect: Includes Architect identified in the Contract for Construction between Owner and Contractor, plus consultant/design professionals responsible for design of HVAC, electrical, communications, controls for HVAC systems, and other related systems.

B. CxA: Commissioning Authority.

C. Systems, Subsystems, and Equipment: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, and equipment.

D. TAB: Testing, Adjusting, and Balancing.

1.4. CONTRACTOR'S RESPONSIBILITIES

A. The following responsibilities are in addition to those specified in Division 01 Section "General Commissioning Requirements."

B. Contractor:

1. Attend procedures meeting for TAB Work.Certify that TAB Work is complete.

2. Assist performing functional performance tests.

C. Mechanical Contractor:

1. Attend TAB verification testing.

2. Provide measuring instruments and logging devices to record test data, and data acquisition equipment to record data for the complete range of testing for the required test period.

3. Assist performing functional performance tests.

D. HVAC Instrumentation and Control Contractor: With the CxA, review control designs for compliance with the Contract Documents, controllability with respect to actual equipment to be installed, and recommend adjustments to control designs and sequence of operation descriptions. Assist with performing functional performance tests.

E. TAB Subcontractor:

1. Contract Documents Review: With the CxA, review the Contract Documents before developing TAB procedures.

    a. Verify the following:
        i. Accessibility of equipment and components required for TAB Work.
        ii. Adequate number and placement of duct balancing dampers to allow proper balancing while minimizing sound levels in occupied spaces.
        iii. Adequate number and placement of balancing valves to allow proper balancing and recording of water flow.
        iv. Adequate number and placement of test ports and test instrumentation to allow reading and compilation of system and equipment performance data needed to conduct both TAB and commissioning testing.
        v. Air and water flow rates have been specified and compared to central equipment output capacities.
    b. Identify discontinuities and omissions in the Contract Documents.
    c. This review of the Contract Documents by the TAB Subcontractor satisfies requirements for a design review report as specified in Division 23 Section "Testing Adjusting & Balancing for HVAC & Plumbing."
    d. Assist performing functional performance tests.

2. Additional Responsibilities: Participate in tests specified in Division 23 Sections "Instrumentation & Controls of HVAC & Plumbing Systems."

F. Electrical Contractor:

1. With the Mechanical Contractor, coordinate installations and connections between and among electrical and HVAC systems, subsystems, and equipment.

2. Attend TAB verification testing.

1.5. COMMISSIONING DOCUMENTATION

A. The following are in addition to documentation specified in Division 01 Section "General Commissioning Requirements."

B. Test Checklists: CxA with assistance of Contractor shall develop test checklists for HVAC systems, subsystems, and equipment, including interfaces and interlocks with other systems. CxA shall prepare separate checklists for each mode of operation and provide space to indicate whether the mode under test responded as required. In addition to the requirements specified in Division 01 Section "General Commissioning Requirements," checklists shall include, but not be limited to, the following:

1. Calibration of sensors and sensor function.

2. Testing conditions under which test was conducted, including (as applicable) ambient conditions, set points, override conditions, and status and operating conditions that impact the results of test.

3. Control sequences for HVAC systems.

4. Strength of control signal for each set point at specified conditions.

5. Responses to control signals at specified conditions.

6. Sequence of response(s) to control signals at specified conditions.

7. Electrical demand or power input at specified conditions.

8. Power quality and related measurements.

9. Expected performance of systems, subsystems, and equipment at each step of test.

10. Narrative description of observed performance of systems, subsystems, and equipment. Notation to indicate whether the observed performance at each step meets the expected results.

11. Interaction of auxiliary equipment.

12. Issues log.

1.6. SUBMITTALS

A. The following submittals are in addition to those specified in Division 01 Section "General Commissioning Requirements."

B. Testing Procedures: CxA shall submit detailed testing plan, procedures, and checklists for each series of tests. Submittals shall include samples of data reporting sheets that will be part of the reports.

C. Certificate of Readiness: CxA shall compile certificates of readiness from Contractor certifying that systems, subsystems, equipment, and associated controls are ready for testing.

D. Certificate of Completion of Installation, Prestart, and Startup: CxA shall certify that installation, prestart, and startup activities have been completed. Certification shall include completed checklists provided by TAB Subcontractor as specified in Division 23 Section "Testing Adjusting & Balancing for HVAC & Plumbing."

E. Test and Inspection Reports: CxA shall compile and submit test and inspection reports and certificates, and shall include them in systems manual and commissioning report.

F. Corrective Action Documents: CxA shall submit corrective action documents.

G. Certified TAB Reports: CxA shall submit verified, certified TAB reports.

1.7. ALTERNATES

A. Refer to Division 01 Section, “Alternates” for description of work under this section affected by alternates.

PART 2. PRODUCTS (NOT USED) PART 3.

EXECUTION

3.1. TESTING PREPARATION

A. Prerequisites for Testing:

1. Certify that HVAC systems, subsystems, and equipment have been completed, calibrated, and started; are operating according to the Contract Documents; and that Certificates of Readiness are signed and submitted.

2. Certify that HVAC instrumentation and control systems have been completed and calibrated; are operating according to the Contract Documents; and that pretest set points have been recorded.

3. Certify that TAB procedures have been completed, and that TAB reports have been submitted, discrepancies corrected, and corrective work approved.

4. Test systems and intersystem performance after approval of test checklists for systems, subsystems, and equipment.

5. Set systems, subsystems, and equipment into operating mode to be tested (e.g., normal shut down, normal auto position, normal manual position, unoccupied cycle, emergency power, and alarm conditions).

6. Verify each operating cycle after it has been running for a specified period and is operating in a steady-state condition.

7. Inspect and verify the position of each device and interlock identified on checklists. Sign off each item as acceptable, or failed. Repeat this test for each operating cycle that applies to system being tested.

8. Check safety cutouts, alarms, and interlocks with duct detectors and life-safety systems during each mode of operation.

9. Annotate checklist or data sheet when a deficiency is observed.

10. Verify equipment interface with monitoring and control system and TAB criteria; include the following:

    a. Automatic Glycol Feeder operation and ATC interlocks.
    b. All pump status alarms, pump operation, flow rates, and controls.
    c. All temperature alarms.
    d. Boiler temperatures, flow rates, low water cut-off interlock, flame failure interlocks, and amperage.
    e. Carbon monoxide system including makeup air unit exhaust air fans, operation, temperature and fluid/air flow rates.
    f. Differential bypass valves and transmitters.
    g. Duct Smoke detectors operation and interlocks with filtration system.
    h. Duct dryer booster air flow rates, amperage, and set point.
    i. Ductless heat pumps and air conditioning units with air flow rates, fluid flow rates, and temperatures.
    j. Dust Collector System Control.
    k. Electric heating equipment volts, amps, and temperature rise.
    l. Fan filter module flow rates.
    m. Finned tube radiation operation and control.
    n. Greenhouse Heating and Ventilation Equipment.
    o. Head pressure controls for air cooled condensing/heat pump units.
    p. Heating and ventilation unit operation, temperatures, fluid flow rates and air flow rates.
    q. Hydronic unit heater/baseboard radiation temperature and flow rates.
    r. Kitchen ventilation supply and exhaust air flow rates and temperatures, including optical and exhaust sensors.
    s. Lift station interlocks/alarms.
    t. Lighting interface and start/stop by ATC system.
    u. Minimum outdoor-air intake in each operational mode and at minimum and maximum airflows.
    v. Minimum outdoor-air intake in each operational mode and at minimum and maximum airflows.
    w. Operation of heat pump units in both heating and cooling cycles.
    x. Operation of variable refrigerant flow systems in all modes.
    y. Operation/Accuracy of air and fluid flow measuring stations at various flow rates.

z. Pump flow rates, pressure and amperage at each operating mode. aa. Sequences of operation of all HVAC equipment.
bb. Set point and operation of high temperature alarms. cc. Split system condensing units.
dd. Supply and return air flow rates for all HVAC equipment.
ee. Supply, outside air, exhaust and return air flow rates for ERVs in each operating mode.
ff. Test all flow switches including operation and alarms. gg. Test boiler low water cut-off and flame failure alarms. hh. Test freeze protection pumps.
ii. Test operation and air temperatures of hot gas re-heat coils. jj. Test safeties and operation of air curtains.
kk. Total exhaust airflow and total outdoor-air intake. ll. Unit heaters operation and control.
mm. Variable speed drive parameters at each operated mode.

11. Verify proper responses of monitoring and control system controllers and sensors to include the following:

    a. For each controller or sensor, record the indicated monitoring and control system reading and the test instrument reading. If initial test indicates that the test reading is outside of the control range of the installed device, check calibration of the installed device and adjust as required. Retest malfunctioning devices and record results on checklist or data sheet.
    b. Report deficiencies and prepare an issues log entry.

12. Verify that HVAC equipment field quality-control testing has been completed and approved. CxA shall direct, witness, and document field quality-control tests, inspections, and startup specified in individual Division 23 Sections.

B. Testing Instrumentation: Install measuring instruments and logging devices to record test data for the required test period. Instrumentation shall monitor and record full range of operating conditions and shall allow for calculation of total capacity of system for each mode of operation. For individual room cooling tests, provide temporary heaters to impose a cooling load. Operational modes include the following:

1. Heating/Cooling Mode.

2. Occupied and unoccupied.

3. Warm up and cool down.

4. Economizer cycle/relief air fan operation.

5. Emergency power supply.

6. Fluid flow rates and temperatures for all water cooled equipment.

7. Life-safety and safety systems.

8. Duct detectors.

9. Fire safety.

10. Temporary upset of system operation.

11. Partial occupancy conditions.

12. Special cycles.

13. ERV/Single Zone VAV Unit supply/exhaust air flow at partial CO2 levels.

14. Variable refrigerant volume units in heating/cooling modes.

15. Lead/lag/standby modes of operation where redundant equipment is indicated.

16. All alarms.

17. Kitchen make-up air unit and exhaust air fan at full, partial, and minimum air flow rates.

18. Flow switch shut-down and alarm.

19. Condensate overflow safety switch shut-down and alarm.

20. Condensate pump operation.

21. Hot gas re-heat coils in dehumidification mode.

22. Test operation and accuracy of air/fluid flow measuring stations.

3.2. TAB VERIFICATION

A. TAB Subcontractor shall coordinate with CxA for work required in Division 23 Section "Testing Adjusting & Balancing for HVAC & Plumbing." TAB Subcontractor shall copy CxA with required reports, sample forms, checklists, and certificates.

B. Contractor, HVAC Contractor, and CxA shall witness TAB Work.

C. TAB Preparation:

1. TAB Subcontractor shall provide CxA with data required for "Pre-Field TAB Engineering Reports" specified in Division 23 Section "Testing Adjusting & Balancing for HVAC & Plumbing."

    a. CxA shall use this data to certify that prestart and startup activities have been completed for systems, subsystems, and equipment installation.

D. Verification of Final TAB Report:

1. CxA shall select, at random, 10 percent of report for field verification.

2. CxA shall notify TAB Subcontractor 10 days in advance of the date of field verification; however, notice shall not include data points to be verified. The TAB Subcontractor shall use the same instruments (by model and serial number) that were used when original data were collected.

3. Failure of an item is defined as follows:

a. For all readings a deviation of more than 10 percent.

4. Failure of more than 10 percent of selected items shall result in rejection of final TAB report.

E. If deficiencies are identified during verification testing, CxA shall notify the HVAC Contractor and Architect and shall take action to remedy the deficiency. Architect shall review final tabulated checklists and data sheets to determine if verification is complete and that system is operating according to the Contract Documents.

F. CxA shall certify that TAB Work has been successfully completed.

3.3. TESTING

A. Test systems and intersystem performance after test checklists for systems, subsystems, and equipment have been approved.

B. Contractors and subcontractors must pre-inspect and pre-test all equipment and systems prior to requesting functional performance testing by the CxA. All pre-start/start-up checklists and functional performance test forms must be completed and submitted to Engineer prior to scheduling formal functional performance testing.

C. Perform tests using design conditions whenever possible.

1. Simulate conditions by imposing an artificial load when it is not practical to test under design conditions and when written approval for simulated conditions is received from CxA. Before simulating conditions, calibrate testing instruments. Set and document simulated conditions and methods of simulation. After tests, return settings to normal operating conditions.

2. Alter set points when simulating conditions is not practical and when written approval is received from CxA.

3. Alter sensor values with a signal generator when design or simulating conditions and altering set points are not practical. Do not use sensor to act as signal generator to simulate conditions or override values.

D. Scope of HVAC Contractor Testing:

1. Testing scope shall include entire HVAC installation, from central equipment for heat generation and refrigeration through distribution systems to each conditioned space. It shall include measuring capacities and effectiveness of operational and control functions.

2. Test all operating modes, interlocks, control responses, responses to abnormal or emergency conditions, and verify proper response of building automation system controllers and sensors.

E. Detailed Testing Procedures: CxA, with HVAC Contractor, TAB Subcontractor, and HVAC Instrumentation and Control Contractor, shall prepare detailed testing plans, procedures, and checklists for HVAC systems, subsystems, and equipment.

F. HVAC Instrumentation and Control System Testing:

1. Field testing plans and testing requirements are specified in Division 23 Section "Instrumentation & Controls of HVAC & Plumbing Systems". The CxA, HVAC Contractor, Equipment Provider/Manufacturer and the HVAC Instrumentation and Control Contractor shall collaborate to prepare testing plans.

2. CxA shall convene a meeting of appropriate entities to review test report of HVAC instrumentation and control systems.

G. Energy Supply System Testing: HVAC Contractor shall prepare a testing plan to verify performance of gas systems and equipment. Plan shall include the following:

1. Sequence of testing and testing procedures for each equipment item and pipe section to be tested, identified by pipe zone or sector identification marker. Markers shall be keyed to Drawings for each pipe sector showing the physical location of each designated pipe test section. Drawings keyed to pipe zones or sectors shall be formatted to allow each section of piping to be physically located and identified when referred to in system testing plan.

2. Tracking checklist for managing and ensuring that all pipe sections have been tested.

H. Heat-Generation System Testing: HVAC Contractor shall prepare a testing plan to verify performance of air handling units, heat pumps, condensate receivers, and auxiliary equipment, energy recovery ventilators, energy recovery modules, variable refrigerant volume units, unit heaters, radiant heat panels, single zone VAV units, hot gas re-heat coils, hydronic unit heaters, welding makeup air units, heating and ventilating units, carbon monoxide makeup air units, boilers and baseboard radiation units. Plan shall include the following:

1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings for each pipe sector showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified

when referred to in the system testing plan.

2. Tracking checklist for managing and ensuring that all pipe sections have been tested.

3. Variable refrigerant flow equipment volts, amps, temperatures, and modes of operation.

I. Refrigeration Heat Rejection System Testing: HVAC Contractor shall prepare a testing plan to verify performance of heat pumps, rooftop units, refrigerant compressors, condensers, variable refrigerant volume systems, ductless units, single zone VAV units, condensing units, ERV units, hot gas re-heat coils, dust collectors, unit heaters and other refrigeration systems. Plan shall include the following:

1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.

2. Tracking checklist for managing and ensuring that all pipe sections have been tested.

3. Variable refrigerant flow equipment volts, amps, temperatures and modes of operation.

J. HVAC Distribution System Testing: HVAC Contractor shall prepare a testing plan to verify performance of air, air handling units, steam, and hydronic distribution systems, special exhaust ERV unit supply and exhaust, kitchen ventilation systems, single zone VAV units, fume hood exhaust fans and other distribution systems. Include HVAC terminal equipment and unitary equipment. Plan shall include the following:

1. Sequence of testing and testing procedures for each item of equipment and section of pipe to be tested, identified by identification marker. Markers shall be keyed to Drawings showing the physical location of each item of equipment and pipe test section. Drawings shall be formatted to allow each item of equipment and section of piping to be physically located and identified when referred to in the system testing plan.

2. Tracking checklist for managing and ensuring that all pipe sections have been tested.

3. Equipment, air flow rates, air temperatures, fluid flow rates, safeties, freeze protection pump operation, and demand controlled ventilation.

K. Deferred Testing:

1. If tests cannot be completed because of a deficiency outside the scope of the

HVAC system, the deficiency shall be documented and reported to Owner. Deficiencies shall be resolved and corrected by appropriate parties and test rescheduled.

2. If the testing plan indicates specific seasonal testing, appropriate initial performance tests shall be completed and documented and additional tests scheduled.

L. Testing Reports:

1. Reports shall include measured data, data sheets, and a comprehensive summary describing the operation of systems at the time of testing.

2. Include data sheets for each controller to verify proper operation of the control system, the system it serves, the service it provides, and its location. For each controller, provide space for recording its readout, the reading at the controller's sensor(s), plus comments. Provide space for testing personnel to sign off on each data sheet.

3. Prepare a preliminary test report. Deficiencies will be evaluated by Architect to determine corrective action. Deficiencies shall be corrected and test repeated.

END OF SECTION

APPENDIX A2

HERNANDO COUNTY SCHOOL BOARD

FINAL RANKING MATRIX - **RFQ 0251-201-2203**

CHS Commissioning Phase 2 HVAC

FIRM	QUALIFICATIONS				AVG QUALS	QUALS SCORE	RANK
	EVAL #1	EVAL #2	EVAL #3	EVAL #4			
Affiliated Engineers, Inc.	685	850	775	695	**751**	**91.06%**	1
OCI Engineering, LLC	730	675	875	625	**726**	**88.03%**	2
Setty & Associates International, PLLC	620	570	695	615	**625**	**75.76%**	3

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

AIA® Document C103™ – 2015

Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services

AGREEMENT made as of the Twenty-fifth day of October
in the year Two-thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

School District of Hernando County Florida

8016 Mobley Rd

Brooksville, FL 34601

and the Consultant:
(Name, legal status, address, and other information)

Affiliated Engineers SE, Inc.

One Harbour Place, Suite 450

Tampa, FL 33602

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Consultant's scope of services. A description of the Consultant's services must be inserted in Article 2 or attached as an exhibit.

This document is intended to be used in conjunction with AIA Standard Form of Consultant's Services documents.

Consultant's discipline:

HVAC Commissioning

for the following Project:
(Name, location and detailed description. Time limits for bringing claims in Section 6.1.1 are tied to completion of the "Project." The "Project" may be limited to the scope of services to be provided by the Consultant, or the Consultant may be providing services for a "Project" involving design and construction of one or more structures. Care should be taken in describing or defining the Project.)

Phase 2 HVAC Replacement Central High School

14075 Ken Austin Parkway

Brooksville, FL 34613

The Project will consist of campus wide upgrades and replacement of the HVAC systems. The scope of this contract is for the commissioning of the design and construction by other parties under seperate contract with the Owner.

The Owner and Consultant agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(State below Initial Information, such as details of the Project's site and program; identity of the Architect, Owner's contractors and other consultants, and Consultants' subconsultants; anticipated procurement method; and other information relevant to the Consultant's Services.)

This project is based on **RFQ 0251-201-2203** and the information contained therein. The Design Professional is VoltAir Consulting Engineers, Inc. and the Construction Manager is The A.D. Morgan Corp.

§ 1.2 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2007, General Conditions of the Contract for Construction.

§ 1.3 The Owner's anticipated design and construction schedule:

.1 Design phase milestones, if any:

TBD- Consultant will work within the schedule of the design professional and construction manager to meet applicable design deadlines

.2 Date for commencement of construction:

On or before June 1, 2023

.3 Substantial Completion date:

TBD

.4 Other milestone dates:

TBD

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§ 1.4 The Owner and Consultant may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Consultant shall appropriately adjust the schedule, the Consultant's services, and the Consultant's compensation.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall provide the following professional services:
(Describe the scope of the Consultant's services or identify an exhibit or scope of services document setting forth the Consultant's services and incorporated into this document in Section 11.2.)

Commissioning per RFQ #0251-201-2203 and the attached proposal (Exhibit C)

§ 2.2 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Consultant identifies the following representative who is authorized to act on behalf of the Consultant with respect to the Project.
(List name, address, and other information.)

Michael Watts
Tioga Town Center
12921 SW 1st Rd, STE 205
Newberry, FL 32669
352-264-3350

§ 2.4 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

§ 2.5 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's other consultants. The Consultant may communicate with the Owner's other consultants for the purposes of performing its services on the Project. The Consultant shall keep the Owner reasonably informed of any such communications. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's other consultants. The Consultant shall provide prompt written notice to the Owner if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.6 The Consultant shall keep the Owner reasonably informed of the progress of the Consultant's services.

§ 2.7 Insurance. The Consultant shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Consultant normally maintains, the Owner shall reimburse the Consultant for any additional cost as set forth in Section 8.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than One-million dollars ($ 1,000,000.00) for each occurrence and One-million dollars ($ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.7.2 Automobile Liability covering vehicles owned by the Consultant and non-owned vehicles used by the Consultant with policy limits of not less than One-million dollars ($1,000,000.00) per claim and One-million dollars ($1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.7.3 The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

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§ 2.7.4 Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than Statuatory Minimum ($).

§ 2.7.5 Professional Liability covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five-hundred thousand ($500,000.00) per claim andOne-million dollars ($ 1,000,000.00) in the aggregate.

§ 2.7.6 The Owner shall be an additional insured on the Consultant's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.7.7 The Consultant shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.8 Time. The Consultant shall provide its services within the time limits established in the Consultant's Schedule, or within the Deliverable(s) Time Limit(s) set forth below. The Consultant shall immediately inform the Owner of any circumstances which may cause a delay.
(Check one or both selections below.)

☒ Consultant's Schedule: As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Owner's approval, a schedule for the performance of the Consultant's Services. If relevant to the Consultant's Services, the schedule initially shall include anticipated dates for design phase milestones, commencement of construction, and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

☐ Deliverable(s) Time Limit: The Consultant shall provide the following deliverable(s) within the time limit(s) set forth below. Unless otherwise indicated below, time shall be calculated based on calendar days from the date of this Agreement.

Deliverable(s) *(Describe the deliverable(s))*	**Time Limits** *(Insert number of calendar days and, where appropriate, if time is to be measured from a separate written authorization from the Owner)*

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of this Agreement without invalidating the Agreement.

§ 3.2 The Consultant shall promptly notify the Owner upon recognizing the need to perform Additional Services. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Owner's written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section 3.2 shall entitle the Consultant to compensation pursuant to Section 8.2.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Consultant, the Owner shall furnish the requested information as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights.

§ 4.2 The Owner identifies the following representative who is authorized to act on the Owner's behalf with respect to the Project.
(List name, address, and other information.)

Brian Ragan
8016 Mobley Rd.
Brooksville, FL 34601
352-797-7050

§ 4.3 The Owner shall render decisions and approve the Consultant's submittals, if any, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

§ 4.4 The Owner shall coordinate the services of its other consultants with those services provided by the Consultant. The Owner shall provide the Consultant with a list of other consultants on the Project whose services relate to the Consultant's services. The Owner shall also, upon written request, furnish the Consultant with copies of the scope of services in contracts between the Owner and such other consultants. The Owner shall require that its other consultants maintain professional liability insurance as appropriate to the services provided.

§ 4.5 The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Consultant to furnish them as an Additional Service, when the Consultant requests such services and demonstrates that they are reasonably required for the Consultant to be able to perform its services.

§ 4.6 The Owner shall provide prompt written notice to the Consultant if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Consultant's Services.

ARTICLE 5 COPYRIGHTS AND LICENSES

§ 5.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and the Consultant's subconsultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials in digital or physical form.

§ 5.2 The Consultant and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Consultant intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions or comply with protocols established for the Project, if any.

§ 5.3 The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant's subconsultants.

§ 5.4 Upon execution of this Agreement, the Consultant grants to the Owner a nonexclusive license to use the Consultant's Instruments of Service solely and exclusively for purposes of designing, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Consultant shall obtain similar nonexclusive licenses from its subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Owner's consultants and contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for the purposes of designing, constructing, using, maintaining, altering and adding to the Project. If the Consultant rightfully terminates this Agreement for cause as provided in Section 7.4, the license granted in this Section 5.4 shall terminate.

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§ 5.4.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Consultant and the Consultant's subconsultants from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 5.4.1. The terms of this Section 5.4.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 7.4.

§ 5.5 Except for the licenses granted in this Article 5, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 General

§ 6.1.1 The Owner and Consultant shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date the Project is sufficiently complete so that the Owner can utilize it for its intended use. The Owner and Consultant waive all claims and causes of action not commenced in accordance with this Section 6.1.1.

§ 6.1.2 To the extent damages are covered by property insurance, the Owner and Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 6.1.3 The Consultant and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 7.7.

§ 6.2 Mediation

§ 6.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 6.2.2 The Owner and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 6.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 6.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Consultant do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 6.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question, arising out of or related to this Agreement, subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 6.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

§ 6.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 Consolidation or Joinder

§ 6.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 6.3.4.3 The Owner and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Consultant under this Agreement.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

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Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.2 If the Owner suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or the Consultant's services are resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 7.3 If the Owner suspends the Project or the Consultant's services for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 7.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 7.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 7.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 7.7.

§ 7.7 Termination Expenses are in addition to compensation for the Consultant's services and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

§ 7.8 The Owner's rights to use the Consultant's Instruments of Service in the event of a termination of this Agreement are set forth in Article 5 and Section 8.7.

ARTICLE 8 COMPENSATION

§ 8.1 The Owner shall compensate the Consultant for services described in Article 2 as follows:
(Insert amount of, or basis for, compensation)

Base Price - One-hundred forty-four thousand Eight-hundred fifty dollars ($144,850) per attached proposal (Exhibit C)

Additional services and alternates (if selected by owner) will be compensated per attached proposal (Exhibit C)

§ 8.2 The Owner shall compensate the Consultant for Additional Services that may arise during the course of the Project as follows:
(Insert amount of, or basis for, compensation.)

Per Consultant's Hourly Rate Schedule listed in Section 8.3

§ 8.3 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)
As listed in Exhibit C "Consultant's Proposal"

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Employee or Category	Rate

§ 8.4 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Consultant. *(Insert rate of monthly or annual interest agreed upon.)*

Two percent (2%)

§ 8.5 The Owner shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 8.6 Reimbursable Expenses

§ 8.6.1 Reimbursable Expenses are in addition to compensation for the Consultant's professional services and include expenses incurred by the Consultant directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Consultant's subconsultants expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Consultant's subconsultants;
.8 All taxes levied on professional services and on reimbursable expenses;
.9 Other similar Project-related expenditures, if authorized in advance by the Owner.

§ 8.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Consultant plus an administrative fee of Five percent (5%) of the expenses incurred.

§ 8.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Consultant normally maintains and the Consultant incurred or will incur additional costs to satisfy such requirements, the Owner shall reimburse the Consultant for such costs as set forth below:

Architect shall maintain insurance as set forth in "Exhibit A - Consultant's Insurance Requirements." If there are conflicts between requirements in this document and Exhibit A, the most stringent requirement shall apply.

§ 8.6.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 8.7 Compensation for Use of Consultant's Instruments of Service

If the Owner terminates the Consultant for its convenience under Section 7.5, or the Consultant terminates this Agreement under Section 7.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Consultant's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero dollars $(0)

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ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 6.3.

§ 9.2 The Owner and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Consultant shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Consultant to execute certificates, the proposed language of such certificates shall be submitted to the Consultant for review at least 14 days prior to the requested dates of execution. If the Owner requests the Consultant to execute consents reasonably required to facilitate assignment to a lender, the Consultant shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Consultant for review at least 14 days prior to execution. The Consultant shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential." If the Owner or Consultant transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.6.1.

§ 9.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Agreement.

ARTICLE 10 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. In the event of a conflict between the terms and conditions of this C103™–2015, Standard Form Agreement between Owner and Consultant and an attached exhibit, the terms and conditions of the C103–2015, Standard Form Agreement between Owner and Consultant shall take precedence.

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§ 11.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C103™–2015, Standard Form of Agreement Between Owner and Consultant.

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.3 Scope of Services Exhibit(s) listed in section 2.1

.4 Other documents:
(List other documents hereby incorporated into the Agreement.)

Exhibit A - Consultant's Insurance Requirements
Exhibit B - HCSD Standard Addendum to Agreements
Exhibit C - Consultant's Proposal

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSULTANT** *(Signature)*
(Printed name and title)	Jeffrey L. Heiken, Principal *(Printed name and title)*

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A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury	$1,000,000

The following coverages shall be included in the CGL:

a. Additional Insured status in favor of the Hernando County School Board
b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
   a. Combined Single Limit (each accident): $1,000,000

b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.

2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.

3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
$999,999 and under	$1,000,000	$1,000,000
$1,000,000 to $4,999,999	$1,000,000	$1,000,000
$5,000,000 to $19,999,999	$1,000,000	$2,000,000
$20,000,000 and Above	$2,000,000	$2,000,000

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: Jeffrey L. Herken
Title: Principal
Date: 10/3/22

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

September 21, 2022

Brian Ragan
Director of Facilities & Construction
Hernando County School District
8016 Mobley Road
Brooksville, Florida 34601

RE: Commissioning Services for Central High School Buildings 1-6, 28 and Chiller Plant

Thanks for the opportunity and we look forward to working with you and your team. Our proposed services and understanding of the project, includes the effort required to perform commissioning services as summarized in the Scope of Work below:

Systems to be Commissioned

1. HVAC
2. Building Automation

Design Phase

1. Review existing conditions assessment and supplement as needed.
2. Facilitate a Design Phase Cx Scope meeting to review scope, process, responsibilities, etc.
3. Development of the initial project-specific Commissioning Plan.
4. Production of the General Commissioning Requirements Specification as well as discipline specific specifications for inclusion by the Design Professional in the Bid Documents.
5. Review and comment on the following phases of design:
    a. Schematic Design
    b. Design Development
    c. Construction Documents
6. Facilitate a reconciliation meeting to ensure Cx comments have been addressed.

Construction Phase

1. Develop and implement the Cx Plan.
2. Coordination and integration of commissioning activities into the project construction schedule with the assistance of the Builder.

3. Develop Pre-Functional Checklists for all equipment and distribution systems related to commissioned systems.
4. Development of Systems Functional Performance Test procedures.
5. Leadership of an onsite “kickoff” meeting to explain, review, and discuss commissioning procedures, roles & responsibilities, purposes, etc., plus participation in coordination meetings during construction to further clarify commissioning procedures.
6. Field observations visits to document the installation and start-up of systems.
7. Periodic attendance at construction site meetings, as required, to facilitate the commissioning process.
8. Review contractor developed submittals including product submittals, O&M Manual, Start-up plans, Automation programming, Training Plan, TAB Report, Punchlist, Record Drawings.

   Development of Cx issues database with photographs, observations and recommendations to manage the resolution of items resulting from field reports.

Acceptance Phase

1. Witness and oversight of Functional Performance Test all new equipment and automation.
2. Documentation of deficiencies and action items stemming from Functional Performance Tests.
3. Recommendations of systems acceptance or rejection based on Functional Performance Test results.
4. Production and distribution of Draft Commissioning Report at completion of functional testing.
5. Consolidation and turnover to the Owner of all Commissioning-related documents in searchable electronic (PDF) format, including narrative report(s), itemization of products and equipment comprising the systems being commissioned, checklists and field observation reports, FPT results, deficiency log(s), and training-related documents.
6. Review of final contractor training plans, Operation & Maintenance Manuals, Systems Manual, Test-And-Balance reports, as-built drawings, finalized products & equipment spreadsheet, and other “closeout” documents related to the systems being commissioned.
7. Working with TAB and Controls contractor, ensure systems are optimized maximum efficiency and effectiveness.
8. Witness and oversight of Training on commissioned systems.

Occupancy Phase

1. 10-month warranty visit and/or testing of commissioned building systems prior to end of the warranty period, including but not limited to “off-season” performance tests of the HVAC system.
2. Analysis of building performance parameters – such as HVAC trending data – compared to the and energy baseline and projections.
3. Interviews with Owner’s staff, plus reviews of occupant surveys, to confirm proper operation and maintenance and to discover or fully understand concerns and difficulties with commissioned building systems.
4. Tracking of issues, discrepancies, and other problems with commissioned building systems through resolution.

5. Production and distribution of a Final Commissioning Report after the post-occupancy phase to document the results of Commissioning.

Compensation

1. We propose to execute the above scope for a lump sum of **$144,850.**
2. Services will be billed as a percentage of completion according to the following fee schedule:

Cx Services	**Cx Fee**
Design Phase	$16,980
Construction Phase	$57,050
Acceptance Phase	$65,080
Occupancy Phase	$5,740
Total Fee and Expenses	**$144,850**

3. Alternates fees for Additional Commissioning:

Cx Services	**Cx Fee**
Lighting	$3,960
Security	$2,640
Fire Alarm	$5,280
Current Facilities Requirement O&M Plan	$2,970
Ongoing Cx Plan	$1,980

4. Hourly Rates:

Position	**Hourly Rate**
Principal	$215
Project Manager	$195
Professional Engineer	$180
Senior CxA	$165
CxA	$135
Project Coordinator	$70

Fee Qualifications

1. Proposal is based on Hernando School District **RFQ#0251-201-2203.**
2. The contractor will demonstrate comprehensive system functionality during the acceptance phase and will provide all tools and instrumentation to checkout and functionally test equipment and systems to the satisfaction of the Owner as recommended by AEI Cx. Indoor Air Quality and material testing is not included.

3. Retesting due to non-conforming work, incomplete work or testing failures requiring additional or extended site visits will result in additional services.
4. AEI Cx will provide technical resources and assist the contractor and A/E in resolving deficiencies to the extent possible. However, the contractor and the A/E are ultimately responsible for reconciling all design and construction issues.
5. Punch-list services are not included in this scope of work.
6. During commissioning of the HVAC controls system, the installing technician(s) and system programming person shall be present to make onsite adjustments.
7. The Contractor will update and integrate functional testing into the project construction schedule as coordinated in the commissioning and construction progress meetings.
8. Commissioning services for any temporary systems or construction is not included.

We look forward to your acceptance of this proposal and are eager to begin our work on this exciting new project. Please contact me if you have any questions regarding this proposal.

Sincerely,

AFFILIATED ENGINEERS, INC.

Michael Watts
Project Manager

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Central High School Phase II HVAC Replacement CX Services Half-Cent Fund

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
3983E	7400	6800	0251	M2010	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 161,680.00		$ 0.00		$ 0.00		$ 161,680.00		$ 161,680.00		$ 0.00

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $ 0.00
Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 17. 23-0998 10/25/2022

Title and Board Action Requested

Approve the agreement and authorize the purchase of goods from United Data Technologies for an estimated annual price of $699,570.61 for 4 years.

Executive Summary

The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the proposed refresh of teacher and administrator laptop devices. Including an extended accidental damage warranty and associated equipment for an estimated cost of $2,798,282.44 with annual payments of $699,570.61 for four years.

Teacher and administration laptops were last refreshed in 2016 and these units are now obsolete and becoming increasingly costly to maintain. They are also becoming incompatible with current software and systems that teachers need to instruct our students. This purchase will include laptop devices for all teachers as well as devices for administrators, docks and an extended accidental damage warranty to cover damages to laptops thereby minimizing the financial burden to the District for repairs and replacement devices.

My Contact

Joseph Amato
Director of Technology and Information Services
Amato_j1@hcsb.k12.fl.us
(352) 797-7006 ext. 102

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is $ 699,570.61 for 4 years, see attached budget sheet. The cost for the previous fiscal year was $ 0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

EQUIPMENT FINANCE AGREEMENT

AGREEMENT NO: 1

The words **Debtor, you** and **your** refer to **Customer.** The words **Secured Party, we, us** and **our** refer to **United Data Technologies, Inc. ("UDT").**

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
The District School Board of Hernando County, Florida			919 N. Broad Street	
CITY	STATE	ZIP	PHONE	FAX
Brooksville	FL	34101-2397	352-797-7006	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)			E-MAIL	
BILLING STREET ADDRESS (IF DIFFERENT FROM CUSTOMER ADDRESS ABOVE)			CITY	STATE ZIP

EQUIPMENT / SERVICES / SOFTWARE	SERIAL NO(s).
2,035 HP ProBook 450 w/touchscreen	As more fully described on the Attachment A
204 HP X360 1030 Laptops with Docking Station	As more fully described on the Attachment A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

Amount Financed	*Term*	*Billing Frequency*	*Payment*
$2,511,528.00	*__ 4 Years*	*Annually in Advance*	**$699,570.61**

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Approved as to Form

The District School Board of Hernando County, Florida

Nancy McClain Alfonso

CUSTOMER (AS REFERENCED ABOVE) | SIGNATURE | TITLE

General Counsel, HCSB

FEDERAL TAX IDENTIFICATION NUMBER | PRINT NAME | DATED

SECURED PARTY ACCEPTANCE

United Data Technologies, Inc.

SECURED PARTY | SIGNATURE | TITLE | DATED

1. **AGREEMENT:** For business purposes only, you have requested that we finance the purchase price of the goods and/or to finance certain licensed software and services all as described on page 1 of this Agreement, as it may be supplemented from time to time (the "Equipment"). You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement will begin on the date when the Equipment is delivered to you and the Equipment will be deemed irrevocably accepted by you (the "Acceptance Date") upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate; or b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. If the Acceptance Date is other than on the first day of the month, then an interim Payment in an amount equal to an interest only payment for the period from the Acceptance Date through but not including the first day of the following month will be due upon invoicing. The Term will start on the first of the month following the Acceptance Date, unless the Acceptance Date is the first day of the month, in which case the Term will start on the Acceptance Date If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. This Agreement may not be prepaid.

2. **PAYMENT, TAXES AND FEES:** You will pay the Payments (as adjusted) when due. You reasonably believes that, as of the effective date of this Agreement, legally available funds in an amount sufficient to pay all Payments can be obtained. You will do all commercially reasonable things within your power to obtain, maintain, and properly request and pursue funds from which the rental payments may be paid including: (i) making provisions for the rent payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding; (ii) using your best efforts to have such portion of the budget approved; and (iii) exhausting all available means in the event such portion of the budget is not approved. If either no funds or insufficient funds are appropriated for the rental payments due hereunder, then you shall have the right to terminate this Agreement effective upon the start of the fiscal year for which such funding was not received. You must give us ninety days notice of any such termination and will provide a written certification that funds have not been appropriated and that such nonappropriation did not result from any act or failure to act by you. The parties understand and intend that your obligation to pay the Payments hereunder shall constitute a current expense of yours and shall not in any way be construed to be a debt of yours in contraventions of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by you, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies.
Other than as set forth above in this Section 2, your obligations (i) to pay the Payments and all other amounts due hereunder and (ii) to perform all other obligations hereunder are absolute, non-cancellable and unconditional and are not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason. The base Payment and the Amount Financed may be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges differ from the estimate given to you; and/or (3) if a down payment or

deposit is deducted. You are the owner of the Equipment, and you agree to pay when due (or reimburse us as appropriate) all property, sales, use, excise and other taxes (now or hereafter levied on or assessed against the Equipment or this transaction), assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Equipment or for its use or operation or upon this Agreement. You are responsible for the preparation and filing of personal property tax returns. At our option, we may discharge taxes, liens or other encumbrances at any time levied or placed on the Equipment, may pay for insurance on the Equipment and may pay for the maintenance and preservation of the Equipment, and you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you a fee for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. We may make a profit on any fees and other charges paid under this Agreement. The Payment on this Agreement has been calculated, in part, using an interest rate tied to the current yield of a comparable term Interest Rate Swaps as reported in Barchart dated 9/15/2022. The Payment is subject to change in the event that (1) Equipment has not been delivered and (2) Delivery and Acceptance Certificate has not been executed within 30 days from the above referenced barchart.com date, and Interest Rate Swap yields increase by 10 or more basis points (1/10th per cent) or Secured Party has determined that there is an adverse change in Customer's credit standing, or a material adverse change in the financial business operations, properties, assets or prospects of the Customer.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree in writing. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. In the event the Equipment is transferred, you are solely responsible for removing any data that may reside in the Equipment, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original Equipment cost until this Agreement is terminated. You will also provide and maintain public liability and third party property insurance naming us as an additional insured in an amount not less than $1,000,000 per occurrence covering you, the Equipment and its use. You will provide 10 days' advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, use, condition, inspection, removal, return or storage of the Equipment and any defects therein. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement, (f) neither you (nor any guarantor of your obligations under this Agreement) will allow (or suffer) a change in its controlling ownership from the date of this Agreement without our prior written consent. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Article 9 of the UCC and any other law, including requiring that you: (1) deliver the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items (defined herein below). In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement, and you will be responsible for any deficiency after such application. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **FINANCED ITEMS; SOFTWARE, SERVICES:** You may have elected to finance certain licensed software ("Software") and/or services, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services") (together with the Software, the "Financed Items", which are included in the word "Equipment" unless separately stated). You grant us a security interest in your rights (including any rights as a licensee) in the Software to secure all amounts you owe us under any agreement with us. Ownership of any Software shall remain with the licensor thereof and your rights with respect to such Software shall be governed by a separate license agreement between you and the licensor, which shall not be affected by this Agreement. Any Services shall be performed by a service provider unrelated to us. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH SERVICE PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE YOUR OBLIGATIONS TO US. WE SHALL NOT BE LIABLE TO YOU, NOR SHALL THERE BE ANY ABATEMENT OR SETOFF IN YOUR PAYMENTS, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED BY ANY FINANCED ITEMS. Upon the happening of a default, in addition to all other remedies provided for under this Agreement, we shall have the right to cause the termination of all Financed Items.

8. **USA PATRIOT ACT NOTICE; FAXED, SCANNED, OR E-SIGNATURE DOCUMENTS; MISCELLANEOUS:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. The parties agree that the written version of this Agreement containing the original, fax, or machine copy signatures may represent the original authoritative version, and that the electronic version of this Agreement which has been authenticated by you and us in accordance with applicable law and controlled by us (or any new owner identified per Section 5) shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of this Agreement; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Agreement, then the "Paper Out" printed version of this Agreement as identified in the eOriginal audit record and corresponding affidavit will constitute the sole authoritative version. Both parties agree that this Agreement may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Agreement to embody the entire agreement and the understanding between you and us. All reference to eOriginal means eOriginal, Inc., Baltimore, MD, or any successor electronic custodian appointed by us. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our agents. These calls and messages may incur access fees from your provider. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You warrant to us and our assignee(s) that the person signing this Agreement for you has the authority to do so and to act on behalf of and to bind the Debtor, and the execution of this Agreement and any related documents represent the legally binding and enforceable obligations of the Debtor. Upon request, you will provide a secretary's certificate of incumbency and authority for such signer,

9. **WARRANTY DISCLAIMERS AND UCC WAIVER: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY,**

ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY OTHER ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON CUSTOMER.

ARTICLE 2A MAY APPLY TO AN EQUIPMENT FINANCE AGREEMENT AND CUSTOMER MAY HAVE CERTAIN RIGHTS THEREUNDER. IF SO, CUSTOMER ACKNOWLEDGES THAT SUCH AN AGREEMENT IS A FINANCE LEASE AS DEFINED IN UCC SECTION 2A-103. TO THE EXTENT PERMITTED BY LAW, CUSTOMER HEREBY WAIVES ANY RIGHTS OR REMEDIES CUSTOMER MAY HAVE UNDER UCC SECTIONS 2A-508 THROUGH 522 INCLUDING, WITHOUT LIMITATION, RIGHTS OF REJECTION, REVOCATION, CANCELLATION, AND RECOVERY FOR BREACH OF WARRANTY.

10. **LAW, JURY WAIVER:** **Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with California law. You consent to jurisdiction and venue of any state or federal court in California and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment**, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

DELIVERY AND CERTIFICATE OF ACCEPTANCE
TO EQUIPMENT FINANCE AGREEMENT NO. 1
BETWEEN The District School Board of Hernando County, Florida ("CUSTOMER")
AND United Data Technologies, Inc. ("SECURED PARTY")

This Certificate of Acceptance is given in connection with the above-referenced Agreement. All capitalized terms used but not defined herein have the meanings assigned in the Agreement.

Pursuant to the Agreement, you hereby confirm, represent, warrant and agree to and for the benefit of us and our assignee(s) that (i) all of the Equipment has been delivered to you at the Equipment Location set forth in the Agreement and has been installed, tested and inspected by you or duly authorized representatives of Customer, (ii) the Description of the Equipment set forth in the Agreement is complete and correct, (iii) the Equipment is exactly what you ordered, is in good working order, is satisfactory in all respects and has been unconditionally accepted by you as of the Date set forth below, and (iv) there has been no adverse change in the business or financial condition of you or any guarantor of the Agreement since the day of your most recent financial statement or any guarantor was submitted to us.

Acceptance Date: _____

Customer: The District School Board of Hernando County, Florida

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF INCUMBENCY
FOR
THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA ("CUSTOMER")

The undersigned officer of the Customer certifies to the following:

- I am an officer of the Customer having access to the original books and records of said company and I am authorized to make and deliver this certificate.
- The representatives of the Customer named below have been duly appointed to and currently hold the position of the Customer set forth opposite their name.
- The representatives designated below have been given authority to act on behalf of and to bind the Customer with respect to lease / financing transactions entered into between Customer and Lessor / Secured Party.
- The following are genuine signatures of said representatives or of an individual authorized to sign on behalf of the representative.

Print Name	*Signature*	*Title*

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 202_.

BY: _____

NAME: _____

TITLE: _____

(This Certificate must be certified by another officer other than the above-authorized signer(s).)

Attachment A

Customer: **The District School Board of Hernando County, Florida**

Agreement No: **1**

Equipment Located At: Various - TBD

Qty	Model	Description	Serial Number
2035	HP Probook 450 - 4D3X1AV	HP IDS UMA i5-1235U 450 G9 BNBPC	TBD
2035	HP Care Pack - UK720E	Electronic HP Care Pack NBD HW Support w/ADP - 4 years w/8% of installed Base w/Rollover	
2035	UDT-LCS	UDT Life Cycle Services	
204	HP x360 1030 Laptops - 1G7F2AV	HP IDS UMA i-5-1135G7 16GB 1030 G8 BNBPC	TBD
204	HP Care Pack - H8F15E	Electronic HP Care Pack NBD HW Support w/ADP - 4 years w/8% of installed Base w/Rollover	
204	Logitech Logi Dock for Teams	Docking Station - HDMI, DP - 230 Watt	TBD
204	UDT-LCS	UDT Life Cycle Services	

Customer Initial: _____

Secured Party Initial: _____

MA | ATTORNEYS AT LAW
MCCLAIN • ALFONSO
A PROFESSIONAL ASSOCIATION

NANCY MCCLAIN ALFONSO *
DENNIS J. ALFONSO *
KNUTE J. NATHE
JENNIFER R. CHASIN
* Board Certified Education Law

Reply to: Zephyrhills Office

September 21, 2022

United Data Technologies, Inc.
(and its assigns)
8825 NW 21 Terrace
Doral, FL 33172

Re: Equipment Finance Agreement No. 1 (the "EFA") by and between United Data Technologies, Inc., as Secured Party ("Secured Party"), and Hernando County School District, as Customer ("Customer")

To whom it may concern:

I have acted as counsel to Customer with respect to the EFA and other matters. In this capacity, I have reviewed the EFA, the proceedings taken by the governing body of Customer to authorize the execution and delivery of the EFA on behalf of Customer, and such other documents, instruments and certificates as I have deemed relevant for purposes of this opinion. Based upon such examination, it is my opinion that:

1. Customer is a political subdivision of the State of Florida (the "State"), duly organized, existing and operating under the constitution and laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Customer.

3. Within the meaning of the UCC, Customer is an unregistered organization, having its sole place of business or its chief executive office in the State. Customer's true and correct legal name is "Hernando County School Board".

4. Customer is authorized and has power under State law to own its properties and incur and pay its obligations, to enter into the EFA, to finance the property described in the EFA and to carry out its obligations thereunder and the transactions contemplated thereby including, without limitation, payment of all rental payments set forth in the EFA (subject only to the contingency described in section 5 below).

5. The execution of the EFA and the appropriation of money to pay for the rent payments coming due thereunder are appropriations made for each current budgetary year and therefore do not

constitute debt financing in accordance with the prohibitions on debt financing included in the Constitution of the State, as well as under other State statutory or other limitations.

6. The EFA, including the finance of the property subject thereto and Customer's obligations thereunder, has been duly authorized, approved, executed and delivered by and on behalf of Customer and is a legal, valid and binding contract of Customer, enforceable against Customer in accordance with its terms, except to the extent limited by State and Federal bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

7. The authorization, approval and execution of the EFA and all other proceedings of Customer relating to the transactions contemplated thereby have been performed in accordance with all open meeting, public bidding and other laws, rules and regulations of the State.

8. The execution of the EFA and the appropriation of moneys to pay the payments coming due under the EFA do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Customer. The appropriation of moneys to make rent payments under the terms of the EFA for the current fiscal year of the Customer and ability of the Customer to otherwise perform its obligations under the EFA and transactions contemplated thereby are not the subject of any pending or, to the best of my knowledge, threatened proceedings.

9. The accrual and payment by Customer, and collection from Customer, of the charges provided for in the EFA, including rental, interest, late fees, attorneys' fees and other charges, do not and will not violate the constitution or any law of the State.

10. The Equipment financed pursuant to the EFA constitutes personal property and when subjected to use by Customer will not be or become a fixture under applicable law.

11. The signature of the official(s) which appears on the EFA and attached documents is true and genuine and that the individual holds the office set for the below his/her name.

12. The entering into and performance of the EFA does not violate any judgment, order, law or regulation applicable to Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Customer or on the Equipment (as defined in the EFA) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Customer is a party or by which it or its assets may be bound, except as provided in the EFA.

This opinion is given to and may be relied on as of the date hereof by the named recipient and any assignee of any part or all of the recipient's rights in the EFA.

Sincerely,

Nancy McClain Alfonso

United Data Technologies Inc
2900 Monarch Lakes Blvd, Suite 300
Miramar, Florida 33027
United States
(P) 954-308-5100

Quotation (Open)

Date	**Expiration Date**
Sep 20, 2022 10:16 AM EDT	10/20/2022

Modified Date
Sep 20, 2022 12:04 PM EDT

Quote #
COQO-32113 - rev 1 of 1

Description
Hernando HP Staff/Teacher Laptops & Desktops 512GB - FINAL

SalesRep
Motter, Jason
(P) 678-793-2060

Customer Contact

Customer
Hernando County School Board (2607)
919 N Broad St
Brooksville, FL 346012397
United States
(P) 3527977006
(F) 3527977106

Bill To
Hernando County School Board
Amato, Joe
919 N Broad St
Brooksville, FL 346012397
United States
(P) 3527977006

Ship To
Hernando County School Board
Amato, Joe
919 N Broad St
Brooksville, FL 346012397
United States
(P) 3527977006

Customer PO:	**Terms:**	**Ship Via:**
	ACH / EFT Payment	Free Standard Shipping
Special Instructions:		**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
	HP Probook 450 Touchscreen				
1	HP IDS UMA i5-1235U 450 G9 BNBPC Note: 4S306AV HP INC. : NWZP6 MSNA STD 4SS11AV#ABA HP INC. : OS Localization U.S. - English localization 4D3Y4AV HP INC. : DM HD USB2 IR WFOV Intgrtd Cam 4D3Y9AV HP INC. : 15.6 AG FHDUWVALED250fHDCIR Touch Screen CD Pane 4D432AV HP INC. : 16GB (1x16GB) DDR4 3200 4E472AV HP INC : 512 GB PCIe NVMe Value Solid State Drive 4D441AV HP INC. : Intel AX211 Wi-Fi6e 160MHz +BT5.2 WLAN 4D401AV HP INC. : No WWAN 4D3Z8AV HP INC. : MISC No Fingerprint Sensor 4D3V8AV HP INC. : 45 Watt Smart nPFC RA AC Adapter 4D3W5AV HP INC. : RH Long Life 51Whr FstCrg 3 cell Batt 4F021AV#ABA HP INC. : C5 1.0m stkr CNVTL Power Cord 4D9R7AV#ABA HP INC. : Clickpad BL w/num kypd SR 4E474AV#ABA HP INC. : 1/1/0 Warranty 4D9R6AV#ABA HP INC. : Country Localization 4E466AV HP INC. : Standard Packaging 4W1K5AV HP INC. : Core i5 sz3 G12 Label 684Z3AV HP INC. : PKS ALU U15/Pent/Cel ID 1Y632AV HP INC. : Electronic Energy Star labeling (EStar) 3E758AV HP INC. : Electronic TCO Certified labeling 4E8Q9AV HP INC. : InTile Capable 52Y69AV HP INC. : Wolf Grey Security Unit Label 4N733AV HP INC. : HP Tamper Lock Includes UDT Services	4D3X1AV	2035	$868.00	$1,766,380.00
2	Electronic HP Care Pack Next Business Day Hardware Support with Accidental Damage Protection 4 Years 8% of Install Base with Rollover	H8F15E	2035	$130.00	$264,550.00
3	UDT Lifecycle Services	UDT_LC	2035	$46.00	$93,610.00
	HP x360 1030 Laptop				

#	Description	Part #	Qty	Unit Price	Total
4	HP IDS UMA i5-1135G7 16GB 1030 G8 BNBPC Note: 53Q40AV HP INC. : OST Win 11 Home 64 PLS 4SS11AV#ABA HP INC. : OS Localization U.S. - English localization 1P2V9AV HP INC. : 13.3 FHD BV LED UWVA 400 uslim TS LP 1P3A2AV HP INC : 512 GB PCIe NVMe Three Layer Cell Solid State Drive 25T85AV HP INC. : No Near Field Communication (No NFC) 1P3B3AV HP INC. : IntelWiFi6AX201ax2x2MUMIMOnvP160MHz+BT5W 1P2W8AV HP INC. : No WWAN 1P2V1AV HP INC. : 65 Watt nPFC USB-C AC Adapter 1P2V2AV HP INC. : 4 Cell 54 WHr Long Life 1X6F9AV#ABA HP INC. : C5 1.0m stkr CNVTL Power Cord 1P3G3AV#ABA HP INC. : Clickpad BL SR Premium Keyboard 1X6J0AV#ABA HP INC. : 1/1/0 Warranty X9H42AV HP INC. : No vPro AMT supported 1P3D8AV#ABA HP INC. : Country Localization 1P2X0AV HP INC. : Standard Packaging 18N23AV HP INC. : Core i5 sz2 G11 Label 1P2W7AV HP INC. : No Wacom Pen 1Y629AV HP INC. : Electronic Energy Star labeling (EStar) 3E755AV HP INC. : Electronic TCO Certified labeling 206D8AV HP INC. : Preinstall HEVC CODEC 2E0U2AV HP INC. : InTile Capable L0Z91AV HP INC. : No Extend Warranty Service Bundle	1G7F2AV	204	$1,357.00	$276,828.00
5	Electronic HP Care Pack Next Business Day Hardware Support with Accidental Damage Protection 4 Years 8% of Install Base with Rollover	H8F15E	204	$184.00	$37,536.00
6	Logitech Logi Dock for Teams Docking station - HDMI, DP - 230 Watt	986-000015	204	$310.00	$63,240.00
7	UDT Lifecycle Services	UDT_LC	204	$46.00	$9,384.00

United Data Technologies's (UDT) quotation sale, and/or acceptance of Client's purchase order for UDT's Products and/or Services is expressly conditioned upon Client's acknowledgment and acceptance to UDT's Terms and Conditions and, if applicable, any End User Licensing Agreement. Customer's acceptance of UDT's Products and/or Services is also deemed by the Parties to be Customer's acknowledgment and acceptance of such terms.

Notwithstanding the foregoing, these Terms and Conditions shall be superseded by the terms and conditions in any Services Agreement executed between Client and UDT for the Products and Services offered in this Quote.

The client may accept to purchase the Products listed in this Quote by Client's Purchase Order or by signing and returning a copy of this Quote to UDT. The client's acceptance of any of UDT's services requires a written Service Agreement to be executed between the Client and UDT.

CLIENT HEREBY ACCEPTS TO PURCHASE THE PRODUCTS LISTED IN THIS QUOTE AND AGREES TO BE BOUND TO THE TERMS AND CONDITIONS INCLUDED HEREIN.

Subtotal:	**$2,511,528.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Misc:	$0.00
Total:	**$2,511,528.00**

Client

Name: _____

Title: _____

Signature: _____

Date: _____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Insight Financial Services
A Division of Insight Investments LLC

Insight Investments, LLC
Essential Use Form

Borrower's legal name as shown on audited financials	The School Board of Hernando County, Florida
If Borrower's parent is different, input parent name here:	
Website to obtain 3 years of audited financials can be found at:	nd oschools.org/departments/budget-finance/financial-

Invoices to be sent to:

Street Address	919 N. Broad Street	**Contact**	Joseph Amato
City	Brooksville	**Department**	Technology & Information Services
State	FL	**Address**	919 N. Broad Street
Zip Code	34601	**City, State, Zip**	Brooksvillle, FL 34601
Contact	Joseph Amato	**Phone**	(352) 797-7006
Phone Number	(352) 797-7006	**Email Address**	amato_j1@hcsb.k12.fl.us
Fax Number	(352) 797-7106	**Special Instructions**	
Email Address	amato_j1@hcsb.k12.fl.us		

	YES	NO
1. Have you ever defaulted or non-appropriated on a lease purchase, loan or bond obligation?		X
2. Are you currently operating under emergency financial/fiscal management or have you in the past 3 years?		X
3. Are you currently operating as a 501(c)(3) or Public Benefit Corporation?	SEE	ATTACHED
4. Are there any known issues that could impact the future repayment of this financing?		X
5. Will any loan or grant proceeds be used as the dedicated source of repayment for this financing?		X
6. For any payments due in your current FY, have those payments been formally appropriated?	X	
If no, or if your 1st payment is due in the next fiscal year, has this been formally approved by board resolution?		
7. Will payments be made from your General Fund?	X	
If no, which fund and provide page in most recent audit where found.		
8. Will any portion of the financed property be used by a private corporation or individual?		X
If yes, what % will be used by a private corporation or individual?		
9. Do you operate under home-rule (a charter)?		X

Insight Financial Services
A Division of Insight Investments LLC

	YES	NO
10. Will the proceeds of this lease be used entirely for software?		X
If "Yes", will the software be installed on equipment that you own or are financing?		

11. Will any portion of the financed property be affixed to real property?		X

12. Are you self-insured for property damage?	X	

13. Are you self-insured for liability?	X	

14. Are you a member of a managed risk pool for insurance?	X	

	Replacement	Expansion	New
15. Is this replacing equipment, expanding an existing system or completely brand new?	X		
If replacement, what is the age of the equipment it is replacing?	Five (5) years		
If replacement or expansion, is the existing equipment paid off?	Yes		

16. What is your population or enrollment?	23,000
As of what date?	9/23/2022

17. What is your tax based assessed value?	
As of what date?	

18. Equipment/Product Description (please refrain from using acronyms or part numbers):
HP Probook 450 G9; HP Elitebook x360 1030 G8, Logitech Logidock

19. What is the purpose of this acquisition, what makes it essential & what benefits are expected (eg, cost savings, productivity, functionality, etc.)? If this financing is for entirely prepaid services, please also provide a description of the departments/functions being supported.
To provide our teachers and administratos laptops to use for instruction and administration of our schools.

Submitted By (Name): Joseph Amato **Title:** Director of TIS

Signature: **Date:** 9/23/2022

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name	Add.Millage 11/20	Admin.Tech Srvc	Tech.Cap.Equip	TIS Division	Voted Millage Tech.	
Account Number	1120E	8200	6480	9220	00107	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 0.00		$ 799,570.61		$ 22,464.75		$ 777,105.86		$ 699,570.61		$ 77,535.25

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Name						
Account Number						

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Number						

Amount $

Funding Source

Account Name

	Fund	Function	Object	Cost Center	Project	Sub Project
Account Number						

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○X

Prior Year Approved Budget: $ 0.00

Prior Year Actual Spent: $ 0.00

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

[illegible] 11/20 Admin.Tech Srvc Tech Capital TIS Division Non-Discretionary Sal/Fringe

Agenda Item # 18. 23-1011 10/25/2022

Title and Board Action Requested

Approve the 2022-2023 Dual Enrollment (DE) Articulation Agreement Between Saint Leo University (Saint Leo) and the Hernando County School Board and Issuance of a Purchase Order for an Estimated Annual Amount of $37,500.00

Executive Summary

The Supervisor of College and Career Programs, on behalf of the Superintendent of Schools, hereby requests the Board to approve the 2022-2023 DE Articulation Agreement with Saint Leo University (Saint Leo). Florida Statute 1007.21 mandates school district and local public postsecondary institutions to enter into an agreement for the purpose of establishing guidelines for implementing the program education and permit eligible students an opportunity to earn both high school and postsecondary educational credits. The purchases will be made on an as needed basis.

My Contact

Beth Lastra
Supervisor of College and Career Programs
352-797-7000 ext. 474
lastra_b@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is $37,500.00, see attached budget sheet. The cost for the previous fiscal year was $18,750.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

DUAL ENROLLMENT ARTICULATION AGREEMENT
BETWEEN SAINT LEO UNIVERSITY AND SCHOOL BOARD OF
HERNANDO COUNTY, FLORIDA

THIS DUAL ENROLLMENT ARTICULATION AGREEMENT ("Agreement"), between Saint Leo University ("Saint Leo"), a private, non-profit institution of higher education incorporated in the State of Florida with its main campus at 33701 State Rd. 52, St. Leo, Florida 33574, and School Board of Hernando County, Florida (the "School Board", or the "District"), is entered into on this _____ for the purpose of enhancing learning opportunities for qualified high school students who are attending public high schools in Hernando County through the Dual Enrollment program, as encouraged by Section 1007.22 and 1007.271 of the Florida Statutes. Saint Leo and School Board may at times in this Agreement be referred to individually as a "Party" or collectively as the "Parties."

NOW IN CONSIDERATION OF THE FOREGOING, the mutual undertakings and benefits to accrue to both Parties, the Parties agree as follows:

I. TERM

The term of this Agreement shall be effective as of October 1, 2022, is subject to annual review, and shall subsequently automatically renew each year until terminated by either Party, in accordance with this Agreement. Such termination shall be upon thirty (30) days advance written notice. Such termination shall not affect the rights and duties of the Parties under this Agreement with respect to the Dual Enrollment students enrolled in the then current Saint Leo academic semester.

II. PROGRAM REQUIREMENTS

A. **Purpose**. The purpose of Dual Enrollment is to allow acceleration of eligible secondary students while still enrolled in school to take courses offered by Saint Leo, through courses offered at Hernando County high school campuses, which count toward high school credit and toward a university degree.

B. **Length**. Participation in Dual Enrollment may not exceed 24 credit hours. For the purposes of this agreement, students transition from one school year to the next in August of each year. Students are authorized to take up to 2 courses and no more than 12 credit hours per semester.

C. **Credits**. Dual Enrollment credits may be in addition to the normal school load or a part of the student's regular load. The list of Saint Leo's eligible Dual Enrollment courses is available in **Appendix A**, which is attached hereto and incorporated herein by reference.

D. **Initial Eligibility Criteria**. Saint Leo agrees to permit students enrolled in School District of Hernando County schools, who have been certified by their school official as qualified, to enroll in the approved dual credit courses. Saint Leo retains the right to change the GP A and minimum test score requirements within its sole discretion. The District Liaison will be notified in writing if a change is made. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Students participating in Dual Enrollment options must meet the following initial student eligibility requirements:
   1. Enrolled in a course of study which will fulfill requirements for high school graduation;
   2. 2.7 cumulative unweighted high school GPA;

3. One of the following minimum standardized test scores: composite PSAT score of 8/9, composite SAT score of 1490 (New SAT 1000) or composite ACT score of 21, a Florida Standards Assessment (FSA) of level 3, 4 or 5.
4. Satisfy any course prerequisites, including but not limited to placement exams; and,
5. Meet any additional criteria set by the post-secondary institution.

E. **Continuing Eligibility Criteria**. Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through Dual Enrollment. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Dual Enrollment students are responsible for following Saint Leo's student code of conduct that outlines acceptable and unacceptable academic or behavioral misconduct for Saint Leo students, such behavior includes cheating and plagiarism, etc. The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. Students may lose the opportunity to participate in the Dual Enrollment program if they are disruptive to the learning process; violate Saint Leo code of conduct or regulations and/or School Board Rules; or violate federal, state, or local laws. In addition to the requirements above, to continue in the Dual Enrollment program, students must:
   1. Maintain a 2.7 cumulative unweighted high school GPA, and
   2. Maintain a 3.0 cumulative Saint Leo GPA as confirmed by Hernando County and Saint Leo's Registrar's Office.

F. **Registration Procedures**. Documents required for each student must be submitted to Saint Leo, prior to registration and in accordance with guidelines and registration deadlines posted on the Saint Leo Dual Enrollment website. Appendix B, which is attached hereto and incorporated herein by reference, sets forth further details in connection with the registration procedure.

G. **Withdrawal Procedures**. All Dual Enrollment students are responsible for officially withdrawing from classes they are no longer attending in accordance with published University requirements and deadlines. Students who do not officially withdraw from a class may receive a failing grade. Such a failing grade becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid. All Dual Enrollment students are responsible for notifying the high school guidance counselor, in writing, prior to withdrawal from any Dual Enrollment course. All pre-registration advising, including but not limited to posted withdrawal procedures, is the responsibility of Hernando County.

H. **Faculty Member Listed on Record**. Hernando County will provide an appropriate dual enrollment adjunct faculty member, credentialed by Saint Leo in accordance with SACS requirements/guidelines for postsecondary instructors in the course/discipline. In this instance, the dual enrollment course(s) will be part of the teaching line and not an additional cost to Saint Leo. In the event Hernando County cannot provide a credentialed faculty member, Saint Leo will make every effort to provide one for all on ground course meetings, paid for by the University.

I. **Publicity**. Hernando County may not use Saint Leo's name, logos, trademarks or images or the name or image of any employee or official of Saint Leo in any fundraising, publicity, advertising or media release without the prior written consent of Saint Leo on each occasion, which may be given only by the Saint Leo Assistant Vice President, Florida Region or her designee. Saint Leo may not use the Hernando County's name, logos, trademarks or images or the name or image of any employee or official of Hernando County in any fundraising, publicity, advertising or media release without the prior written consent of Hernando County on each occasion.

III. ROLE OF THE UNIVERSITY

The University will:

A. Publish deadlines and procedures on the Dual Enrollment website.
B. Advise students of college level expectations and procedures as delineated in the attached **Appendix C**, which is attached hereto and incorporated herein by reference.
C. Provide advising, as appropriate, to ensure proper course placement and selection.
D. Notify the student of his or her grades as is regularly done with University students. In addition, a document will be sent via postal mail or an electronic transmission system to the High School indicating work completed.
E. Assign a letter grade to each student enrolled in a Dual Enrollment course. The letter grade assigned by the postsecondary institution shall then be posted to the high school transcript by Hernando County pursuant to s. 1007.271(20), F.S.
F. Be responsible for making an annual report to the Commissioner of Education on the operation of the Dual Credit Enrollment program. Hernando County will provide to the University any information requested to complete such reports.
G. Be responsible for monitoring the quality of curriculum to ensure that instruction is consistent with the Saint Leo University's policies and procedures.

IV. ROLE OF HERNANDO COUNTY

The School Board will:

A. Verify the enrolled students are residents of Hernando County and eligible for enrollment in accordance with Section 1007.271 Florida Statutes.
B. Verify that the high school student and his/her parent(s) or guardian(s) have been counseled on the advisability of taking one or more college courses while in high school and on the specific requirements of the Dual Enrollment program. Pre-registration advising will include the curricular expectations of university-level academic work that typically exceed the work required of high school courses. Preregistration advising will also include information regarding Saint Leo 's published add/drop policies and deadlines, as well as the impact of performance in Dual Enrollment courses, which become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.
C. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
D. Provide access to computers and equipment, with internet access as necessary.
E. Inform students and their parents about opportunities for students to participate in Dual Enrollment with the University.
F. Designate a District Liaison to act for School Board in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.

G. Pay Saint Leo the standard tuition rate per credit hour. The current amount is $125.00 per credit hour for all Hernando County students enrolled. This rate is subject to change annually.

H. Reimburse Saint Leo for tuition for all students who are registered by the end of Saint Leo's Drop/ Add period, within 30 days of receipt of the invoice. Hernando County will have no obligation to pay tuition for summer terms.

I. Provide Dual Enrollment students, free of charge, required college textbooks and other instructional materials in accordance with Florida Statutes §1007.271(17). Instructional materials purchased by Hernando County on behalf of Dual Enrollment students shall be the property of Hernando County against which the purchase is charged. Private school students must purchase required college textbooks and other instructional materials in accordance with Florida Statutes §1007.271(17).

J. Award high school credit for the course(s) upon its (their) successful completion by the Dual Enrollment student and assign grade points, equivalent to those for AP/IB/AICE courses. Courses not taken for a grade are ineligible for Dual Enrollment. The Dual Enrollment Course-High School Subject Area Equivalency List published by the Florida Department of Education mandates the minimum subject area credit awarded for specific courses taken through Dual Enrollment. Courses not appearing on this list will be awarded high school elective credit with 3 University credit hours translating to 0.5 high school credits.

K. Perform the initial screening and monitor student performance while participating in the Dual Enrollment program. Hernando County's counselors will communicate, as needed, with Saint Leo Dual Enrollment staff in connection with student monitoring (and, if necessary, providing support for) while participating in the Dual Enrollment program.

V. JOINT RESPONSIBILITIES

A. Saint Leo and Hernando County warrant and agree that all Dual Enrollment courses shall meet the provisions of the current State of Florida laws and regulations.

B. Saint Leo and Hernando County will establish budgetary procedures to support specialized Dual Enrollment programs which will include the following provisions:

1. Saint Leo and Hernando County will be eligible for Full-Time Equivalency (FTE) funding in accordance with Florida law and rules.
2. Dual Enrollment students are exempt from the payment of registration, tuition and, laboratory fees for courses taken through Dual Enrollment at Florida public colleges or universities.

C. Saint Leo and Hernando County will inform students and parents of the following:

1. Dual Enrollment college credit will transfer to any Florida public college or university offering a course with the same prefix and number and must be treated as though taken at the receiving institution.
2. If students do not, upon high school graduation, attend the same college or university where they earned the Dual Enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution.
3. If students choose to enroll in courses that require placement exams, the students will be required to pay for any/all placement exams.

VI. MISCELLANEOUS PROVISIONS

A. **Liability**. To the extent permitted by Florida law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment under this Agreement.

B. **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

C. **No Third Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of any contract.

D. **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, pregnancy, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.

E. **Remedies**. All rights and remedies provided in this Agreement are not intended to be exclusive of any other rights or remedies, and all rights and remedies shall be cumulative and shall be in addition to any other rights or remedies now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

F. **Annual Appropriation**. The performance and obligations of both, School District of Hernando County and Saint Leo, under this Agreement, shall be contingent upon an annual budgetary appropriation by its governing body and/or the legislature. If either Party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such Party at the end of the period for which funds have been allocated upon written notice to the other Party at the earliest possible time before such termination. No penalty shall accrue to such terminating Party in the event this provision is exercised, and such terminating Party shall not be obligated or liable for any future payments due or any damages as a result of termination.

G. **Excess Funds**. Any Party receiving funds paid under this Agreement agrees to promptly notify the other Party of any funds erroneously received upon the discovery of such erroneous payment or overpayment and to refund such excess funds payment.

H. **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the Parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Pasco County, Florida, and the Parties specifically waive any other jurisdiction and venue.

I. **Public Records**. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public records request served upon it pursuant to Chapter 119, Florida Statutes. Each Party acknowledges that this Agreement and all attachments thereto are public records.

J. **Student Records**: Notwithstanding any provision to the contrary within this Agreement, both Parties to this Agreement shall fully comply with the requirements of FERPA, and any other state or federal law or regulation regarding the confidentiality of student records.

K. **Safeguarding the Confidentiality of Shared Student Records**.

The Parties agree to:

1. Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.
2. Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements.
3. Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement.

L. **Background Screening**. Dual Enrollment students attending courses at Saint Leo are deemed to be postsecondary students. Saint Leo instructional personnel are not required to submit to the same level background screening as secondary school instructional personnel.

M. **Entirety of Agreement**. This Agreement ratifies or modifies all other agreements between School District of Hernando County and Saint Leo that may affect Dual Enrollment. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

N. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Reference in the preceding sentence to "assigns" shall not be deemed or construed to authorize, legitimatize or render effective any assignment in violation of the provisions of paragraph O below.

O. **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by either Party without the prior written consent of the other Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.

P. **Incorporation by Reference**. All Exhibits/Appendices attached hereto and referenced herein Appendices A-C shall be deemed to be incorporated into this Agreement by reference.

Q. **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

R. **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

S. **Preparation of Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to, herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

T. **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

U. **Waiver**. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party 's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

V. **Force Majeure**. Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

W. **Default**. The Parties agree that, in the event that either Party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure

time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. Such termination shall not affect the rights and duties of the Parties under this Agreement with respect to the Dual Enrollment students enrolled in the then current Saint Leo academic semester.

X. **Authority**. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

Y. **Notice**. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by either email or U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To: School District of Hernando County:

With a copy to:

Saint Leo: Dr. Edward Dadez
President
33701 State Road 52
Saint Leo, FL 33674

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date indicated below.

SCHOOL BOARD OF HERNANDO COUNTY

By: _____
Gus Guadagnino
Chairperson, School Board of Hernando County, FL

Date:_____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

SAINT LEO UNIVERSITY

By: _____
Dr. Edward Dadez
President, Saint Leo University

Date:_____

Appendix A

Business/Marketing Elective Mini Track:

GBA 105 - Intro to Business
An introductory course in business administration. This course examines business as an active partner in our total economic system. It will generate an awareness of the social responsiveness of business as well as a knowledge of its relationship with government, labor, and the public.

GBA 298 - Professional Development Seminar
Prerequisite(s): Sophomore Standing required
This capstone course will focus on the practical application of knowledge attained in all functional business areas studied throughout the course. Course contents include such topics as decision-making methods, active listening, interpersonal communications, written communications, intercultural awareness and sensitivity, presentation skills, assertiveness, coaching, barriers to effective management, office politics, PowerPoint applications, non-verbal, communication, business etiquette, impromptu speaking, career planning, job -seeking activities, creation of typical business documents, working in a tea,/group environment, business etiquette, coaching/mentoring, conducting meetings, and self-assessment. The student is required to use his or her skills attained in the program to create a comprehensive, innovative, and realistic professional development plan that illustrates how they plan to succeed in their chosen career path. In addition, the student must demonstrate his or her written. Oral, and creative skills through the presentation of the Professional Development Plan to the class. Additional examination fees may apply for this course.

MKT 105 Practical Marketing for Fun and Profit
Want to know how marketing really works? Want to get your hands dirty? This is the marketing course for you. This introductory course to real marketing covers the most common hands-on activities that make marketing departments work in both profit and non-profit organizations. Using practical, real world examples and activities students will learn the fundamental job-ready skills you need to understand what the Marketing Director really needs you to know - and we'll have a little fun in the process.
Criminal Justice Elective Mini Track:

CRM 123 - Introduction to Law and the Legal System
This course is an introductory survey of the history, structures, and processes of the U.S. legal system. It is designed to be taken as a first University-level course in law and should precede more specialized courses such as criminal, business, or constitutional law. Covered are basic legal concepts such as due process, the structure of the U.S. court system, and the major subdivisions of law such as civil procedure, criminal procedure, and the law of torts. The role of law in society, the analysis of judicial reasoning, and the application of legal concepts to factual situations are stressed.

Criminal Justice Elective Mini Track:

CRM 230 - Introduction to Crime Scene Investigation
This course covers the various methods associated with investigating a crime scene. Special emphasis is placed on sequential processing of the crime scene to avoid the loss and/or the contamination of evidence. Students successfully completing this course will be aware of the critical concerns of crime scene processing and the methods that are employed to eliminate those concerns, proper crime scene search patterns, and the appropriate methods to plot the location of evidence when it is discovered.

CRM 231 - Forensic Science and Criminal Justice

This course is a comprehensive overview of those areas of practice that are useful for determining the evidential value of a crime scene and other crime-related circumstances. The major contributions to the development of the use of the forensic sciences in criminal prosecution will be presented. The student who successfully completes this course will have obtained a working knowledge in this field and will understand the principles and techniques needed to identify or compare physical evidence in a criminal investigation.

Education Elective Mini Track:

EDU 222 - Teaching Diverse Populations
Prerequisite(s): EDU 226 pr concurrently
This course provides a foundation for analyzing cultural differences in a multicultural society. The emphasis will be on dimensions of diversity such as culture, ethnicity, race, language, social class, exceptionality, gender, age, and religion. Implications of these elements will be discusses as they relate to adapting to differing needs and diversity of all students.

EDU 226 Human Growth and Development
This survey course emphasizes (1) the interdisciplinary contributions to the study of development from psychology, sociology, education, and other fields; (2) the multi-dimensional nature of development: physical, cognitive, emotional, and social; (3) multiple interacting influences on development; biological, psychological, social, community, societal, and cultural. Special emphasis is placed on infancy through adolescence, particularly as application to the helping professions.

EDU 228 Educational Technology
Prerequisite(s): Sophomore standing required
This three credit course introduces the student to the effective integration of various technologies to engage and support meaningful learning within the educational setting. Reflecting the principles of the TPACK Model (Technological, Pedagogical, and Content Knowledge), the course reflects a constructivist view of teaching and learning. The use of technology tools is explored through themes including inquiring, experimenting, writing, modeling, visualizing, and assessing. Specific topics pertinent to K-12 teachers are also addressed such as digital citizenship, Internet safety, copyright/fair use, and the use of assistive technologies to support learning.

Appendix B

Online Registration Process: Once a student has spoken with their assigned individual guidance counselor about intent to participate in our program:

1. The Student should
    a. fill out the Dual Enrollment Approval/Registration form requesting admission into the program
        i. Scores and GP A provided will be verified with the school guidance counselor or submitted with the application if home schooled
    b. Parent/Student will be asked to fill out the Dual Enrollment Agreement, which details program requirements/rules.
    c. Parent/Student will be notified of acceptance by email
    d. Student Services will contact the student by email with orientation instructions and to set up an optional advising/registration appointment
    e. Student will be registered by Dual Enrollment staff and verification will be sent to the schools at the beginning of each term.

Appendix C

Online Student Orientation: Each student will have an optional individual advising session with a Dual Enrollment advisor via phone/video conference.

1. Orientation will Include:
    a. How to sign up for Saint Leo student portal
    b. Expectations of Saint students
    c. Courses log-in page
    d. Advisor and advising relationship
    e. Student responsibilities every semester
2. Student Services/Advising Responsible for:
    a. Review of courses completed
    b. Video, email or phone updates 3 times a semester minimum
    c. Course grades monitoring and instructor contact assistance throughout the semester- as needed
    d. Connecting student to resources as needed-on campus
    e. Identifying and contacting high risk students via grade monitoring
3. In first Advising Meeting priorities are:
    a. Welcome and Introductions
    b. Clarity about expectations
    c. Reminder that grades are on permanent high school and college transcripts
    d. Encouragement to thoroughly explore the course before drop/add & advice of deadline
    e. Discussion about how our current courses will fit their graduation and general education needs f. Review of selected courses for registration & textbook procedures
4. Every semester the students will be registered by student services staff

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Vo Tech Ed Dues & Fees Non Disc Sal/Fringe Dual Enrollment

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100E	5300	7300	9410	00100	51130

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 413,702.30		$ 0.00		$ 187,291.96		$ 226,410.34		$ 37,500.00		$ 188,910.34

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ⊗

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 19. 23-1013 10/25/2022

Title and Board Action Requested

Approve the Closeout/Final Acceptance to the Contract with Ryman Construction of Florida, Inc., for the Springstead High School Bleacher Renovation & Press Box Replacement, Project No. 0181-234-2021 and Authorize Final Payment in the Amount of $74,760.35 (Half-Cent Funds).

Executive Summary

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the Closeout/Final Acceptance to the Contract with Ryman Construction of Florida, Inc., for the Springstead High School Bleacher Renovation & Press Box Replacement, Project No. 0181-234-2021 and Authorize Final Payment in the Amount of $74,760.35 (Half-Cent Funds).

The original contract sum was $1,446,531.00, of which $1,420,446.62 has been paid to date, leaving a balance of $26,084.38. Two Change Orders totaling $48,675.97 were executed for additional work required to complete the project, but which was unanticipated and not shown in the construction documents. In compliance with Board Policy 6345, the cumulative total of both Change Orders, being less than ten percent (10%) of the original contract amount, was approved by the Facilities & Construction Department. The final payment due to the Contractor, therefore, is $74,760.35.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

Jim Lipsey
Manager of Planning, Design and Construction
lipsey_j@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is $74,760.35, see attached budget sheet. The cost for the previous fiscal year was $1,420,446.62

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Design Professional: Return completed form to: Hernando County School District Facilities Operations Department	**CERTIFICATE OF COMPLETION**	HERNANDO SCHOOL DISTRICT

Facility Name: Springstead High School (× School ☐ Other Facility)

Project Description: Bleacher and Press Box Renovation Permit No: BEL-057-21-SHS

In accordance with Section 111.5 of the Florida Building Code, and as indicated below by the Building Code Official and Fire/Safety Official, the project is hereby certified to be complete.

SECTION A: (ARCHITECT / ENGINEER)

I have inspected the project and, in my considered professional opinion, the work required by the Construction Contract has been completed in accordance with approved Contract Documents, Florida Statutes, and the Florida Building Code.

Signature/Seal: Phillp L Trezza Jr. Digitally signed by Phillp L Trezza Jr Date: 2022.10.05 15:44:05 -04'00' Date: October 5, 2022

Firm Name: Harvard Jolly, Inc.

Address: 2714 Dr. MLK Jr. Street N. (Street) St. Petersburg (City) FL (State) 33704 (Zip)

1. TYPE OF PROJECT:
☐New Facility ☐Addition
☐Remodeling ☒Renovation
☐ Other_____

2. COMPLETED FACILITY SPACE CHART HAS BEEN FILED WITH THE DISTRICT:
☐ Yes ☐ No ☒ N/A If "No", explain: There are no educational spaces; this is bleachers & a press box.

3. OCCUPANCY DATE: May 12, 2022

4. COMPLETION DATE: August 17,2022
(enter the date that all contractual work, including close out requirements are complete)

SECTION B: ☐ BUILDING OFFICIAL ☐ OTHER (specify Certification: _____):

I have inspected the project and, in my considered opinion, the work is in compliance with applicable statutes, rules and codes.

Name (type/print) See attached License # _____ Expiration Date _____

Signature: _____ Date: _____
(☐ Building Official ☐ Certified Inspector)

SECTION C: ☐ FIRE / SAFETY OFFICIAL ☐ OTHER (specify Certification: _____):

I have inspected the project and, in my considered opinion, the work is in compliance with applicable statutes, rules and codes.

Name (type/print) _____ License # _____ Expiration Date _____

Signature: _____ Date: _____
(Fire / Safety Inspector)

SECTION D: OWNER ACCEPTANCE

Upon the recommendation and Certification of the Design Professional in Section A above, and in accordance with Chapter 1013, F.S., the above referenced project is ACCEPTED by the Owner.

Name (type or print): Richard Oakley

Signature of Designee: Richard Oakley Date: 10/5/22

Hernando County School Board

CERTIFICATE OF COMPLETION

For each completed project, submit one copy for the project permit file and one copy to the cost center Administrator.

Date: 05/13/2022

Location: SPRINGSTEAD HIGH

HIGH BEL-057-21-SHS

Project : BLEACHER AND PRESS BOX RENOVATION

BUILDING CODE ADMINISTRATOR

In accordance with Section 106.2, Florida Building Code, and upon recommendation of the Building Code Administrator and Safety Inspector as stated below, the project is complete.

Signature: _____ **Date:** 5-20-2022

[ ] **Building Official** [X] Designee

License # / Expiration Date: BU1097 - 11-30-2023

FIRE / SAFETY INSPECTOR CERTIFICATION

I have inspected the project and, to the best of my knowledge and ability, I have determined that the safety systems are working satisfactorily; the facility is in compliance with statutes, rules and codes affecting the health and safety of its occupants.

Fire / Safety Inspector:

William L Hall — **Name (Type or Print)**

143319 — **License #**

Signature: _____ **Date:** 9/22/22

Facilities & Construction Department
Brian Ragan, Director
8016 Mobley Road Brooksville, FL 34601
Phone: 352-797-7050
Fax: 352-797-7150

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Superintendent: *John Stratton*
Board Chairperson: *Gus Guadagnino*
Vice Chairperson: *Susan Duval*
Board Members:
Kay Hatch
Jimmy Lodato
Linda Prescott

NOTICE OF FINAL ACCEPTANCE

PROJECT NO.:	0181-234-2021
PROJECT NAME:	SHS BLEACHER RENOVATION & PRESS BOX REPLACEMENT
CONTRACTOR:	RYMAN CONSTRUCTION OF FLORIDA INC. 36413 STATE ROAD 43 ZEPHYRHILLS, FL 33541
ACCEPTANCE DATE:	25TH SEPTEMBER, 2022

NOTICE IS HEREBY GIVEN TO THE CONTRACTOR THAT THE HERNANDO COUNTY SCHOOL BOARD, ACTING BY AND THROUGH THE DULY AUTHORIZED REPRESENTATIVE IDENTIFIED BELOW, ACCEPTS AS COMPLETE THE PROJECT REFERENCED ABOVE.

Duly Authorized Representative

Name:	Richard Oakley
Agency:	Hernando County School District Facilities and Construction Department
Phone:	(352) 797-7050
E-mail:	oakley_r@hcsb.k12.k12.fl.us

Upon approval by the Hernando County School Board, a copy of this form shall be delivered to the Contractor.

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

Facilities & Construction Department
Brian Ragan, Director
8016 Mobley Road Brooksville, FL 34601
Phone: 352-797-7050
Fax: 352-797-7150

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Superintendent: *John Stratton*
Board Chairperson: *Gus Guadagnino*
Vice Chairperson: *Susan Duval*
Board Members:
Kay Hatch
Jimmy Lodato
Linda Prescott

NOTICE OF FINAL SETTLEMENT

PROJECT NO.: 0181-234-2021

PROJECT NAME: SHS BLEACHER RENOVATION & PRESS BOX

CONTRACTOR: RYMAN CONSTRUCTION OF FLORIDA INC.
36413 STATE ROAD 43
ZEPHYRHILLS, FL 33541

SETTLEMENT DATE: 25TH SEPTEMBER, 2022

NOTICE IS HEREBY GIVEN THAT AT 6:00PM ON THE DATE INDICATED ABOVE, AT 919 NORTH BROAD ST., BROOKSVILLE, FLORIDA, FINAL SETTLEMENT WILL BE MADE, PENDING ANY OUTSTANDING CLOSEOUT PROCEDURES, BY THE HERNANDO COUNTY SCHOOL BOARD WITH THE ABOVE-NAMED CONTRACTOR FOR AND ON ACCOUNT OF THE CONTRACT FOR THE CONSTRUCTION OF THE PROJECT REFERENCED ABOVE.

1. Any person, co-partnership, association or corporation who has an unpaid claim against the said project, for or on account of the furnishing of labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools or equipment and other supplies used or consumed by the Contractor or any of his subcontractors in or about the performance of said work, may at any time up to and including said time of such final settlement, file a verified statement of the amount due and unpaid account of such claim.

2. All such claims shall be filed with the duly authorized representative identified below.

3. Failure on the part of a creditor to file a verified statement prior to final settlement shall relieve the Hernando County School Board from any and all liability for any such claim pertaining to the project referenced above.

Duly Authorized Representative

Name: Richard Oakley
Agency: Hernando County School District
Facilities and Construction Department
Phone: (352) 797-7050
E-mail: oakley_r@hcsb.k12.fl.us

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

Ryman Construction of Florida, Inc.
License # CGC 1517772
36413 SR 54 • Zephyrhills, Florida 33541
Office (813) 782-0825 • Fax (813) 788-6773

FULL WAIVER AND RELEASE OF LIEN FOR PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of **Seventy-Four Thousand Seven Hundred Sixty Dollars and Thirty-Five Cents ($74,760.35)** the receipt of payment is acknowledged, hereby waives, and releases its lien and right to claim a lien for labor, services or materials furnished through August 5, 2022, to **Hernando County School District** on the job located on the following described property:

Springstead High School
3300 Mariner Blvd.
Spring Hill, FL 34608

This waiver and release do not cover any retention or labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

DATED on August 5, 2022

Lienor's Name: Ryman Construction of Florida, Inc.
36413 State Road 54
Zephyrhills, FL 33541

Kevin L. Ryman, President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 5th day of August 2022, who is personally known to me as identification and who did/did not take an oath.

Notary Public

Seal

ANNA MARIE LYNCH-TERRY
Notary Public - State of Florida
Commission # GG 938292
My Comm. Expires Apr 4, 2024
Bonded through National Notary Assn.

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Springstead H.S. Bleacher Renovation & Press Box Replacement 3300 Mariner Blvd. Spring Hill, FL 34608	Contract For: General Construction Date: May 25, 2021	Change Order Number: 001 Date: August 2, 2022
OWNER: *(Name and address)* Hernando County School District 8016 Mobley Rd., Brooksville, FL 34601	**ARCHITECT:** *(Name and address)* Harvard Jolly, Inc. 2714 Dr. Martin Luther King Jr. Street N St. Petersburg, FL 33704	**CONTRACTOR:** *(Name and address)* Ryman Construction of Florida, In 36413 SR 54 Zephyrhills, FL 33541

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

CCD #1:
Demo/Replace Existing Concrete Steps: $23,250.00
Form & Pour Approx. 180 LF of 6" x 8" concrete ribbon curb: $2,750.00
Dumpster/Concrete Testing: $900.00
OH/Profit @ 10%: $2,690.00
Supervision: 8 Hrs. @ $95.00/Hr., Assistant PM: 6 Hrs. @ $115/Hr., PM/Estimator: 4 Hrs. @ $125.00/Hr.: Total $1,950.00
P/P Bond & Builders Risk: $889.50

The original Contract Sum was	$	1,446,531.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,446,531.00
The Contract Sum will be increased by this Change Order in the amount of	$	32,429.50
The new Contract Sum including this Change Order will be	$	1,478,960.50

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Harvard Jolly, Inc.	Ryman Construction of Florida, Inc.	Hernando County School District
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Emmet Van Aken	Steve Billiter, General Manager	Richard Oakley Jr.
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
Oct. 05, 2022	August 2, 2022	Oct. 05, 2022
DATE	DATE	DATE

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User Notes: (3B9ADA45)

CONSTRUCTION CHANGE DIRECTIVE

HARVARD JOLLY ARCHITECTURE

OWNER	x
ARCHITECT	x
CONTRACTOR	x
FIELD	x
OTHER	x

file 19002 /4aL

PROJECT: (name, address) Springstead Bleacher
3300 Mariner Blvd
Springhill Fl, Florida 34609

TO CONTRACTOR: (name, address) Ryman Construction
36413 State Road 54 Zephyrhills, FL 33541

DIRECTIVE NO.: 1

DATE:

ARCHITECTS PROJECT NO.: 19002.00

CONTRACT DATE:

CONTRACT FOR: General Construction

You are hereby directed to make the following change(s) in this contract: Concrete steps and walkway

Remove sets of stairs at north end and south end of bleachers. remove stairs associated with ramp. Remove extent of concrete at landing to stairs at slab on grade as required for new landing. Install isolation joint from new landing to existing slab on grade to remain for Owner future demolition. Provide and install new concrete stairs and landings at same locations. Provide and install a new 8" x depth ribbon curb for attachment of bleacher skirt. Finish stairs with traffic coating and additional requirements as listed in contract documents.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum (Increase) (decrease) of $ 32,429.50 Increase

Unit Price of $ _____ per _____

as provided in Subparagraph 7.3.3.6 of AIA Document A201, 1997 edition.

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of _____ days) (a decrease of zero days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Harvard Jolly, Inc.
ARCHITECT
2714 Dr MLK Jr St N
Address
St. Petersburg, Florida 33704
BY [signature]
DATE 3/10/2022

Hernando County Sccol District
OWNER
8016 Mobley Road
Address
Brooksville, Florida 34601
BY Richard Oakley
DATE 3/10/2022

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.
Ryman Construction of Florida, Inc.
CONTRACTOR
36413 State Road 54
Address
Zephyrhills, FL 33541
BY [signature]
DATE 3/10/2022

DunRite Construction Services Inc
12412 Curley Street
San Antonio, FL. 33576

Estimate

Date	Estimate #
2/22/2022	557

Name / Address	Ship To
RYMAN CONSTRUCTION 36413 State Road 54 Zephyrhills, FL 33541	Springstead High School 3300 Mariner Blvd Spring Hill, FL 34609

Project
3300 Mariner Blvd_...

Description	Qty	Rate	Total
Demo existing steps and ~~haul away~~ place in GC provided dumpster		2,000.00	2,000.00
~~Demo existing steps and haul away,~~ pour new concrete bases for new stairs, and form and pour new stairs and landings to code. Includes materials and labor		21,250.00	21,250.00
Form and Pour approximately 180 lineal feet of 6" ribbon curb. Includes materials and labor		2,750.00	2,750.00
	Total		$26,000.00

Dunrite Construction Services reserves the right to re-review Construction Plans and re-review this proposal for any amendments to the bid.

Acceptance Signature _____

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Springstead H.S. Bleacher Renovation & Press Box Replacement 3300 Mariner Blvd. Spring Hill, FL 34608	Contract For: General Construction Date: May 25, 2021	Change Order Number: 002 Date: August 2, 2022
OWNER: *(Name and address)* Hernando County School District 8016 Mobley Rd. Brooksville, FL 34601	**ARCHITECT:** *(Name and address)* Harvard Jolly, Inc. 2714 Dr. Martin Luther King Jr. Street N St. Petersburg, FL 33704	**CONTRACTOR:** *(Name and address)* Ryman Construction of Florida, Inc. 36413 SR 54 Zephyrhills, FL 33541

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
CCD #2:
See attached Harvard Jolly CO #2 & Ryman Construction of Florida, Inc. CCD #2 continuation sheet.

The original Contract Sum was	$	1,446,531.00
The net change by previously authorized Change Orders	$	32,429.50
The Contract Sum prior to this Change Order was	$	1,478,960.50
The Contract Sum will be increased by this Change Order in the amount of	$	16,246.47
The new Contract Sum including this Change Order will be	$	1,495,206.97

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Harvard Jolly, Inc. ARCHITECT *(Firm name)*	Ryman Construction of Florida, Inc. CONTRACTOR *(Firm name)*	Hernando County School District OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Emmet Van Aken PRINTED NAME AND TITLE	Steve Billiter, General Manager PRINTED NAME AND TITLE	Richard Oakley PRINTED NAME AND TITLE
Oct. 05, 2022 DATE	8-2-2022 DATE	Oct 05, 2022 DATE

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User Notes: (3B9ADA48)

CHANGE ORDER

HARVARD JOLLY

OWNER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
FACILITY	X

PROJECT: (name, address)
Springstead Bleacher
3300 Mariner Blvd
Springhill Fl, Florida 34609

TO CONTRACTOR: (name, address)
Ryman Construction
36413 State Road 54
Zephyrhills, FL 33541

CHANGE ORDER No.: **2**
DATE: **5/24/2022**
ARCHITECT'S PROJECT NO.: **17075**
CONTRACT DATE: **6/20/2017**
CONTRACT FOR: **General Construction**

The Contract is changed as follows:

COP#	DATE	DESCRIPTION	AMOUNT	TIME
	5242022	Concrete repair	$7,338.18	no additional
	5242022	add electric	$1,561.10	no additional
	5242022	Enclose ADA ramp	$146.81	no additional
	5242022	repaint SHS logo	$4,356.00	no additional
	5242022	close in backside of pressbox	$2,844.38	no additional

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) was	$1,446,531.00
Net Change by previously authorized Change Orders	$32,429.50
The (Contract Sum) prior to this Change Order was	$1,478,960.50
The (Contract Sum) will be (increased) by this Change Order in the amount of	$16,246.47
The new (Contract Sum) including this Change Order will be	$1,495,206.97

The Contract Time will be (unchanged) by (0) days.
The date of Substantial Completion as of the date of this Change Order is 5/12/2022

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Harvard Jolly, Inc.	Hernando County Scool District	Ryman Construction
ARCHITECT	OWNER	CONTRACTOR
2714 Dr MLK Jr St N	8016 Mobley Road	36413 State Road 54
Address	Address	Address
St. Petersburg, Florida 33704	Brooksville, Florida 34601	Zephyrhills, FL 33541
BY [signature]	BY	BY Steve Billiter
DATE 5/24/2022	DATE	DATE 5/25/2022

Ryman Construction of Florida, Inc.
License # CGC 1517772
36413 SR 54 • Zephyrhills, Florida 33541
Office (813) 782-0825 • Fax (813) 788-6773

CCD #2

Continuation Sheet

1. Concrete Repair/Patches after drilling/core drilling.

- L&M for repairs: $ 5,972.00

Total:		$ 5,972.00
Ryman Construction of Florida, Inc. OH/Profit @ 10%:	+	$ 597.20
Sub Total:		$ 6,569.20
Superintendent: 4 Hrs.@ $85.00/Hr., Assistant PM: 0 Hrs. @ $115/Hr., PM/Estimator: 2 Hrs. @ $125.00/Hr.:	+	$ 590.00
Sub Total:		$ 7,159.20
Bonds & Builders Risk:	+	$ 178.98
Grand Total:		$ 7,338.18

2. Added conduit/electric for projector/video and communications to press box.

- L&M: $ 1,271.00

Total:		$ 1,271.00
Ryman Construction of Florida, Inc. OH/Profit @ 10%:	+	$ 127.10
Sub Total:		$ 1,398.10
Superintendent: 0 Hrs.@ $85.00/Hr., Assistant PM: 0 Hrs. @ $115/Hr., PM/Estimator: 1 Hr. @ $125.00/Hr.:	+	$ 125.00
Sub Total:		$ 1,523.10
Bonds & Builders Risk:	+	$ 38.00
Grand Total:		$ 1,561.10

3. Provide enclosure under ADA ramp per Jim Lipsey **(Budget $500.00)**

- L&M for framing & hardiboard. Minus $353.19 from OCA #5: $ 146.81

Total:		$ 146.81

4. Repaint "SHS" blue logo trim to different shade of blue.

- L&M for painting: $ 3,750.00

Total:		$ 3,750.00
Ryman Construction of Florida, Inc. OH/Profit @ 10%:	+	$ 375.00
Sub Total:		$ 4,125.00
Superintendent: 0 Hrs.@ $85.00/Hr., Assistant PM: 0 Hrs. @ $115/Hr., PM/Estimator: 1 Hr. @ $125.00/Hr.:	+	$ 125.00
Sub Total:		$ 4,250.00
Bonds & Builders Risk:	+	$ 106.00
Grand Total:		$ 4,356.00

5. Close in backside of press box.

- L&M for work: $ 1,100.00
- Lift: $ 1,000.00

Total:		$ 2,100.00
Ryman Construction of Florida, Inc. OH/Profit @ 10%:	+	$ 210.00
Sub Total:		$ 2,310.00
Superintendent: 4 Hrs.@ $85.00/Hr., Assistant PM: 0 Hrs. @ $115/Hr., PM/Estimator: 1 Hrs. @ $125.00/Hr.:	+	$ 465.00
Sub Total:		$ 2,775.00
Bonds & Builders Risk:	+	$ 69.38
Grand Total:		$ 2,844.38

Total CCD money:		$49,999.99
Previous CCD #1 amount:	-	$32,429.50
Current Available:		$17,570.49
CCD #2 Current Amount:	-	$16,246.47
Current Available:		$ 1,324.02

CCD#2/1

INVOICE

Schnell Contractors, Inc.
1343 Tile Factory Lane
Louisville, KY 40213
Phone 502-969-7534 Fax 502-968-3445

Invoice #: 1430-TM
Invoice Date: 5/11/2022
REVISED

To:
Ryman Construction of Florida, Inc.
36413 SR 54
Zephyrhills, FL 33541

Job:
SCI # 2104-1430
Springstead HS

DESCRIPTION	Quantity / Hours	Cost / Rate	Amount
Additional Repairs at Springstead HS			
Labor - T&M			
Journeyman	16.00	$75/hour	$ 1,200.00
Additional Concrete & Stucco Repairs			
Stucco Repairs	115/SF	$30.00/SF	$ 3,450.00
Concrete Repairs CCD 2/1	14.93/CF	$400.00/CF	$ 5,972.00
		Total Amount Due	**$ 10,622.00**

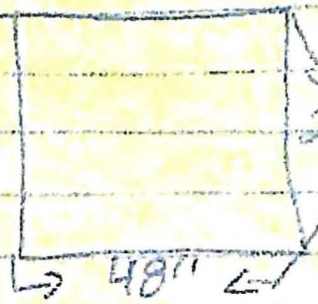
Make checks payable to:
Schnell Contractors, Inc.
1343 Tile Factory Lane
Louisville, KY 40213
Total is due in 30 days.

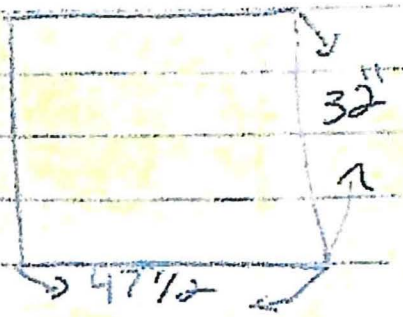
Thank you for your business !

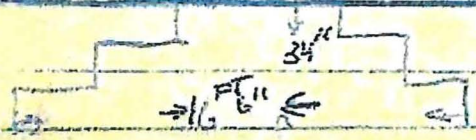
[redacted] CCD #2/1

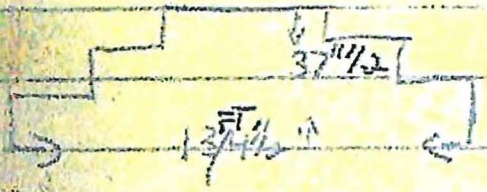
QTY	Concrete Repairs
2	2 x 2
1	1½ x 4½
1	6½ x 2
1	11 x 4½
1	1½ x 1
1	2 x ½
1	7½ x 2½
1	10½ x 4½
1	9½ x 2½
2	6 x 11
1	18½ x 5
1	11½ x 4½
1	6½ x 5
1	1½ x 2½
1	1½ x 2
1	160½ x 37½
40	8" x 7"

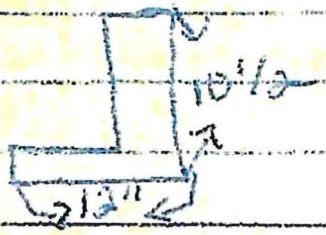
Stucco Repairs

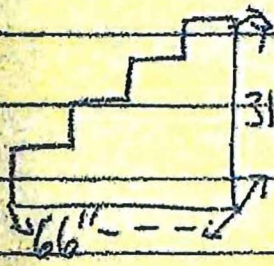


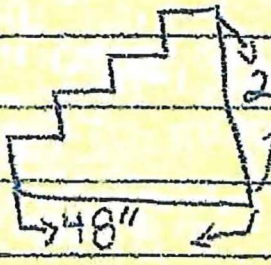


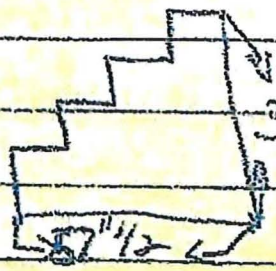












CCD #2/2

JN Electric of Tampa Bay, Inc.

2441 Old Cypress Creek Rd.
Land O' Lakes, FL 34639-5465
ph (813) 948-1608 - f (813) 948-1805

CHANGE NOTICE

CCN #	2
Date:	5/19/2022
Project Name:	Springstead HS
Project Number:	Springstead HS
Page Number:	1

Client Address:

Ryman Construction of Florida
Contact: Robert Burns
36413 SR 54
Zephyrhills, FL 33541

Site Address:

Springstead HS
3300 Mariner Blvd
Spring Hill, Florida 34609

Work Description

Furnish labor and material to install additional receptacle and data box above press box for additional projector power and communication connections.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
1-G 2"D DC ALUM BOX W/ LUGS & 3 - 1/2" HUBS GRY	1	5.92	0.38
1-G 2"D DC ALUM BOX W/ LUGS & 3 - 3/4" HUBS GRY	1	7.14	0.44
1-G ALUM BLANK WP BOX MNT COVER GRY	1	5.11	0.09
1-G VERT MNT STD DEPTH WP-IN-USE TOGGLE SW CVR	1	21.07	0.09
GROUNDING SCREW	1	0.17	0.03
20A 125V DUP REC - GFCI IVY (CS)	1	11.39	0.31
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	4	0.15	0.12
CJ6 STUD MC/NMS CBL SUPPORT	2	1.74	0.10
LABOR 10 HOUR	1	0.00	10.00
#12/2C CU MC CABLE AL ARMOR	30	19.19	0.59
3/8" AC-90/MC DC DUPLEX CONN	1	3.43	0.14
B2-1 RED WIRE CONN	3	0.91	0.23
#0 ANTISHORTS 14/2-3 - 12/2	2	0.18	0.07
Totals	**49**	**76.40**	**12.58**

Summary

General Materials		76.40
Material Tax	(@ 7.000 %)	5.35
Total Material		**81.75**
ELECTRICIAN	(12.59 Hrs @ $75.00)	944.25
PROJECT MANAGER	(1.00 Hrs @ $75.00)	75.00
Subtotal		**1,101.00**
Overhead	(@ 10.000 %)	110.10
Markup	(@ 5.000 %)	60.56
Subtotal		**1,271.66**

ORIGINAL

CCD #2 /3
2

CHANGE NOTICE

Site Address:s:

Springstead HSction of Florida
3300 Mariner Blvd
Spring Hill, Florida 34609

CCN #	2
Date:	5/19/2022
Project Name:	Springstead HS
Project Number:	Springstead HS
Page Number:	2

Summary (Cont'd)

Final Amount	**$1,271.66**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

CCD#2 / $3 4

Paramount Painting & Services, Inc.
4613 N Hesperides Street
Tampa, FL 33614-6911
Phone (813) 715-9699
Fax (813) 386-6225
CBC1250963

Steve Billiter
Ryman Construction
36413 State Road 54
Zephyrhills, FL 33541

Change Order Request – 4/28/22
Project – Springstead High School Bleacher Rehab

Paramount Painting & Services, Inc. (PPSI) appreciates the opportunity to submit a change order request to complete the work outlined below.

Provide all labor, equipment, and materials to complete the following scope of work:

Scope Item: Repainting of Letters to Match Press Box Blue $3,750.00 CCD#2 / 4

- Per schools request, repaint the blue portion of the letters ("Anchors Aweigh" SW9179) in the bleachers to match the press box skirting.
- Per request of JR with Clune Construction, provide and apply one (1) prime and two (2) finish coats at a computer room located on the third floor.

Scope Item: Red Stripe at Press Box Skirting $500.00

- Paint red stripe around the front of the press box where the blue skirting has covered to match the rest of the stripe.

Scope Item: Two (2) Doors & Frames at Press Box $250.00

- Per request from Ryman Construction, paint two (2) exterior doors and frames of press box white.

Scope Item: Boom Lift Usage $1,750.00

- Per request from Ryman Construction, allow access to Paramount Painting's boom for other trades on site to utilize 40' Boom lift to complete their scope of work

Total of All Scope Items: $4,510.00

CCD #2/3

Paramount Painting & Services, Inc.
4613 N Hesperides Street
Tampa, FL 33614-6911
Phone (813) 715-9699
Fax (813) 386-6225
CBC1250963

Paramount Painting & Services, Inc. will provide all labor, material, tools equipment, supervision, workers compensation, property damage and liability insurance necessary to complete the work.

Any work not specifically mentioned in the above description of work will be billed at then prevailing rates. Balances outstanding after thirty (30) days from the date of invoice are subject to a 1.5% finance charge per month. We trust that this change order request is responsive to your needs. This change order request represents the entire understanding between Paramount Painting & Services, Inc. and Ryman Construction, with respect to the project. This agreement may only be modified in writing and signed by both parties. This proposal is open for acceptance for forty-five (45) days.

Thank you for the opportunity to provide this change order request, if you have any questions please do not hesitate to call.

By: Scott Heinzen

Scott Heinzen, Project Manager

Acceptance

By signing this proposal **Ryman Construction** agrees to be bound to the above specifications and prices.

By: _____ Date: _____

Title: _____

CCD #2 / 5

Central Drywall Contractors, Inc.

10714 Florence Ave
Thonotosassa, FL 33592

Proposal

DATE	ESTIMATE #
5/17/2022	04523

NAME / ADDRESS
Ryman Construction, Inc. 36413 SR 54 Zephyrhills, FL 33541

PROJECT
3300 Mariner blvd

ITEM	DESCRIPTION	QTY	TOTAL
Change Order	Labor Only to install metal panel @ backside of press box to fill void @ bottom of press box and top of bleachers Install angle to accept panels Cut around conduit to get panels in Lift provided by GC **Springstead HS - Springhill, Florida**		1,100.00

Phone #	813-986-4240	**TOTAL**	$1,100.00
E-mail	centraldrywall1973@gmail.com		

Upon acceptance, please sign and return to us.
Thank you for the opportunity to serve you.

Signature: _____

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Hernando County School District 8016 Mobley Rd. Brooksville, FL 34601	**PROJECT:**	Springstead H.S. Bleacher Renovation & Press Box Replacement 3300 Mariner Blvd. Spring Hill, FL 34608	**APPLICATION NO:** 011 **PERIOD TO:** August 05, 2022	**Distribution to:** OWNER: ☒
FROM CONTRACTOR:	Kevin Ryman Ryman Construction of Florida, Inc. 36413 SR 54 Zephyrhills, FL 33541	**VIA ARCHITECT:**	Philip Trezza Harvard Jolly 2714 Dr. Martin Luther King Jr., Street N St. Petersburg, FL 33704	**CONTRACT FOR:** General Construction **CONTRACT DATE:** May 25, 2021 **PROJECT NOS:** HCSD PO#2042100096 / /	ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER : ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$1,446,531.00
2. NET CHANGE BY CHANGE ORDERS		$48,675.97
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$1,495,206.97
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$1,495,206.97
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$0.00	
b. 0 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$1,495,206.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$1,420,446.62
8. CURRENT PAYMENT DUE		$74,760.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$48,675.97	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$48,675.97	$0.00
NET CHANGES by Change Order		$48,675.97

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: August 05, 2022

State of: Florida

County of: Pasco

Subscribed and sworn to before me this 5th day of August

Notary Public: _____

My Commission expires:

ANNA MARIE LYNCH-TERRY
Notary Public - State of Florida
Commission # GG 938292
My Comm. Expires Apr 4, 2024
Bonded through National Notary Assn.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $74,760.35

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Harvard Jolly Inc.

By: Philip L Trezza Jr Digitally signed by Philip L Trezza Jr Date: 2022.08.05 15:38:10 -04'00' Date: 08/05/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes: (3B9ADA54)

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	011
APPLICATION DATE:	August 05, 2022
PERIOD TO:	August 05, 2022
ARCHITECT'S PROJECT NO:	HCSD PO #2042100096

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1.	General Conditions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	a. Mobilize	292,558.00	292,558.00	0.00	0.00	292,558.00	100.00%	0.00	0.00
	b. Permits (Paid by HCSD)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	c. Equipment Support	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
	d. Scaffolding	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
	e. Supervision	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	0.00
	f. Quantity Survey	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	0.00
	g. Temporary Railings	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2.	Demolition	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	a. Remove Press Box	4,250.00	4,250.00	0.00	0.00	4,250.00	100.00%	0.00	0.00
	b. Remove Fencing	1,875.00	1,875.00	0.00	0.00	1,875.00	100.00%	0.00	0.00
	c. Remove Railings	1,875.00	1,875.00	0.00	0.00	1,875.00	100.00%	0.00	0.00
	d. Pressure Washing of Entire Structure	26,500.00	26,500.00	0.00	0.00	26,500.00	100.00%	0.00	0.00
	e. Remove Concrete Steps at Center Bleachers	16,400.00	16,400.00	0.00	0.00	16,400.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3.	Concrete Repairs	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	a. Repairs at Fence/Rail Posts (Det. #5)	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
	b. Repairs at T/S Seat Panels (Det. #2b)	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	0.00
	c. Repairs at U/S of Seat Panels (Det. #2a)	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	0.00

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	d. Repairs at Main Beams	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
	e. Column Repairs (Det. #10)	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
	f. L Seat Stem Bottoms (Det. #2)	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	0.00
	g. L Seat Stem Surface Repair (Det. #9)	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
	h. Repair/Epoxy/MS581 (Det. #4)	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	0.00
	i. CFRP at Main Beams (Det. #B-1)	27,000.00	27,000.00	0.00	0.00	27,000.00	100.00%	0.00	0.00
	j. CFRP at L Seat Stems (Det. #B-2)	19,250.00	19,250.00	0.00	0.00	19,250.00	100.00%	0.00	0.00
	k. New Slab at Equip. Bldg.	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00%	0.00	0.00
	l. Flood Testing Seat Panels	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	0.00
	m. Drill Holes 3/4" dia. in seat panels to drain	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4.	Masonry	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	a. Misc. Masonry (N/A)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
5.	a. Sandblast/Apply (2 Coats) bolts/plts at Main Beams per ASTM A780 (P46)	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00%	0.00	0.00
	b. Sandblast/ Apply (2 Coats) & Re-stretch "X" Cabbles	3,700.00	3,700.00	0.00	0.00	3,700.00	100.00%	0.00	0.00
	c. Reweld Bolts at Main Column Bases	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00%	0.00	0.00

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A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	(P40/Detail #11) to Include New Bolts as Noted								
	d. Sandblast /Apply (2 Coats) on all Steel Plates per ASTM A780	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	0.00
	e. Repair of Steel Support (P47/Detail #12)	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	0.00
	f. Detail #13 Angle (P17/18)	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
6.	Architectural Items	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	a. Furnish New Press Box	201,825.00	201,825.00	0.00	0.00	201,825.00	100.00%	0.00	0.00
	b. Install New Press Box (See 6a)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	c. Aluminum Platforms/Steps/Railings (Furnish & Install) (See 6a.)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	d. Painting (Include Removing Old Coatings)	98,000.00	98,000.00	0.00	0.00	98,000.00	100.00%	0.00	0.00
	e. New Traffic Coatings	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%	0.00	0.00
	f. New Handrails	87,520.00	87,520.00	0.00	0.00	87,520.00	100.00%	0.00	0.00
	g. New Fencing (Top Side)	77,440.00	77,440.00	0.00	0.00	77,440.00	100.00%	0.00	0.00
	h. New Fencing (Under Side)	8,620.00	8,620.00	0.00	0.00	8,620.00	100.00%	0.00	0.00
	i. Repair/Replace Fiberglass Panels	22,130.00	22,130.00	0.00	0.00	22,130.00	100.00%	0.00	0.00
	j. Re-Grade Under the	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	0.00

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User Notes: (3B9ADAB4)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Bleachers								
	k. Paint Equipment Room	500.00	500.00	0.00	0.00	500.00	100.00%	0.00	0.00
	l. New Door @ Equip. Room	2,754.00	2,754.00	0.00	0.00	2,754.00	100.00%	0.00	0.00
	m. Remove/Replace Stair Pads	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
	n. Stair Tread Repairs	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00%	0.00	0.00
	o. Repair CJ w/SS Plates	2,980.00	2,980.00	0.00	0.00	2,980.00	100.00%	0.00	0.00
	p. Rout/Seal at Existing Joints Up the Steps	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	q. BR/Sealant at Existing Joints up the Steps	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	0.00
	r. BR/Sealant at at Base of First Step Riser	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	0.00
	s. Stucco Repair	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
7.	Electrical	34,050.00	34,050.00	0.00	0.00	34,050.00	100.00%	0.00	0.00
8.	Clean-Up & Demobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
9.	P&P Bond	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
10.	Contingency (50,000.00)	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
	OCA #1 Upgrade Baseball Field Poles (43,355.66)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	OCA #2 Added CFRP/Delete 2 Borings (3,185.00)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	OCA #3 "X" Bracing/Paint & Traffic	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

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User Notes: (3B9ADAB4)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Coating Credit								
	OCA #4 Guard Rail Plates	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	OCA #5 Steel Angle & Enclosure	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
11.	CO #1 Concrete Steps & Ribbon Curb	32,429.50	32,429.50	0.00	0.00	32,429.50	100.00%	0.00	0.00
	CO #2 Added Repairs/Steel/Concrete Repairs/Paint	16,246.47	16,246.47	0.00	0.00	16,246.47	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
Alt. 1	Baseball Field Netting	96,113.00	96,113.00	0.00	0.00	96,113.00	100.00%	0.00	0.00
Alt. 2	PA System	92,091.00	92,091.00	0.00	0.00	92,091.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**$1,495,206.97**	**$1,495,206.97**	**$0.00**	**$0.00**	**$1,495,206.97**	**100.00%**	**$0.00**	**$0.00**

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User Notes: (3B9ADAB4)

Ryman Construction of Florida, Inc.
License # CGC 1517772
36413 SR 54 • Zephyrhills, Florida 33541
Office (813) 782-0825 • Fax (813) 788-6773

FULL WAIVER AND RELEASE OF LIEN FOR PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of **Seventy-Four Thousand Seven Hundred Sixty Dollars and Thirty-Five Cents ($74,760.35)** the receipt of payment is acknowledged, hereby waives, and releases its lien and right to claim a lien for labor, services or materials furnished through August 5, 2022, to **Hernando County School District** on the job located on the following described property:

Springstead High School
3300 Mariner Blvd.
Spring Hill, FL 34608

This waiver and release do not cover any retention or labor, services, or materials furnished after the date specified above, or if exceptions listed on this document.

DATED on August 5, 2022

Lienor's Name: Ryman Construction of Florida, Inc.
36413 State Road 54
Zephyrhills, FL 33541

Kevin L. Ryman, President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 5th day of August 2022, who is personally known to me as identification and who did/did not take an oath.

Notary Public

Seal

ANNA MARIE LYNCH-TERRY
Notary Public - State of Florida
Commission # GG 938292
My Comm. Expires Apr 4, 2024
Bonded through National Notary Assn.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: SHS Bleacher & Press Box - Half-Cent Fund

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3983E	7400	6700	0181	M2340	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 74,760.35	$ 0.00	$ 0.00	$ 74,760.35	$ 74,760.35	$ 0.00

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ☒
New for Current Year: ○

Prior Year Approved Budget: $1,446,531.00
Prior Year Actual Spent: $1,420,446.62

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 20. 23-1017 10/25/2022

Title and Board Action Requested

Approve renewing bid no. 20-060-16: Flooring for Type C & D Buses Repairs, Replacement, Parts and Materials to Pride Enterprises and Sun State International Truck, LLC and authorize the purchase of goods and/or services for an estimated annual cost of $21,000.

Executive Summary

The Director of Transportation, on behalf of the Superintendent of Schools, hereby requests the Board approve renewing bid no. 20-060-16 Flooring for Type C & D Buses Repairs, Replacement, Parts and Materials to Pride Enterprises and Sun State International Truck, LLC and authorize the purchase of the goods and/or services for an estimated amount of $21,000.

My Contact

Ralph Leath
Director of Transportation
352/797-7003

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is $21,000, see attached budget sheet. The cost for the previous fiscal year was $21,000.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: October 25, 2022

Bid No. 20-060-16 RN

Bid Title: Flooring for Type C & D Buses Repairs, Replacement, Parts and Materials

Recommend approval of this agenda item under the specific category below:

☐Lowest Bid(s) ☐Request for Proposal(s) ☐Low Bid(s) Meeting Specification ☐Rejection/Cancellation
☐Revised Award ☒Renewal of Contract ☐Sole Source ☐Re-Award (Partial/Whole)
☐Bid Termination ☐Revisions/Amendments to Bid ☐Bid Extension ☐Emergency
☐Piggyback Cooperative

Bid Contract Period: 11/19/2022 through 11/18/2023 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Hourly Rates, Fees and/or Percentages

Renewal Options: No. of Terms Remaining ☐ Length of Each Term (month) ☐ Length of Each Term (year) ☒ None

Rationale/Reason:

Bidders Electronically Downloaded From Public Purchase Website: n/a	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	N/A – Bids Not Required: Renewal

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Ralph Leath
Director of Transportation

Department(s): Transportation

Recommended award by vendor(s), description of item(s)/service(s) and prices: (See attached)

T/C CODE: 2016

Qualified vendors to provide services to remove and install new flooring and matting in school buses Type C & D. All labor, personnel, supervision, equipment, materials and supplies must be provided by the vendor. Firm hourly labor rates, to include all supervision personnel, equipment, vehicles, travel and fuel. All materials, supplies and parts at a firm fixed percentage mark up of published catalogs/manufacturer's published price list(s). All fees, charges and expenses of any kind (travel time, gas, etc.) shall be included in the hourly rates. No additional costs/expenses shall be permitted, except as stated in the bid documents.

PRIDE Enterprises (V-41400)

1. Firm Hourly Labor Rate	$25.00 per Hour
2. Percentage (%) Discounts/Markup on Parts/Supplies/Materials	20%
Vendor accepts Visa card as form of payment:	Yes

Sun State International Truck, LLC (V-38513)

1. Firm Hourly Labor Rate	$95.00 per Hour
2. Percentage (%) Discounts/Markup on Parts/Supplies/Materials	National fleet for Int. OE Parts, 10% on all others
Vendor accepts Visa card as form of payment:	Yes

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Outside Repairs & Maintenance

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100	7800	3500	9602	40100	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 250,000.00		$ 90,554.68		$ 151,087.39		$ 189,467.29		$ 21,000.00		$ 168,467.29

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source:

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:

Account Name:

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ⊗
New for Current Year: ○

Prior Year Approved Budget: $ 150,000.00
Prior Year Actual Spent: $ 330,158.63

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 21. 23-1018 10/25/2022

Title and Board Action Requested

Approve Hernando High School's 2022-2023 Homecoming activities and authorize the purchase of fireworks and additional insurance coverage from Fireworks Displays Unlimited, LLC for $8,500.00.

Executive Summary

The Principal, Mrs. Leechele Booker, on behalf of the Superintendent of Schools, hereby requests the Board approve Hernando High School's Homecoming activities and the purchase of fireworks from Fireworks Displays Unlimited, LLC for the 2022-2023 school year. This year's homecoming includes a community pep rally, bonfire, spirit car show, movie night, HHS Leopard Growl with fireworks, and the Homecoming parade, tailgate party, football game, and dance. The bonfire will be built starting at 3 p.m. on October 24, 2022 under the supervision of fire officials. This event requires a burn permit which has been applied for. The spirit car show starts at 6:30 p.m. and the community pep rally, bonfire, and movie night starts at 7 p.m. until 10 p.m. The HHS Leopard Growl will be held on October 27, 2022 at 7:30 p.m. at the stadium with fireworks immediately following the show. The fireworks require a city permit which has been applied for. The fireworks will be paid by the Student Government Association/SGA internal account. The HHS Homecoming parade will be held on October 28, 2022 starting at 1 p.m. This event requires a city permit which has been applied for. The HHS Homecoming tailgate party will be held on October 28, 2022 from 5:30 p.m. until 7:00 p.m. in the baseball parking lot and the football game will start at 7:30 p.m. at the stadium. The HHS Homecoming dance will be held on October 29, 2022 from 7 p.m. until 11 p.m. in the school's courtyard.

Hernando High School's Homecoming Week is a much anticipated event not just for our students, parents, and alumni, but to our community as well by providing the opportunity to participate in fun-filled family activities and events.

My Contact

Danielle Pugh-Miller, SGA Sponsor/Educator

2018-23 Strategic Focus Area

Pillar 4: Communication & Community Engagement

Financial Impact

The cost for this agenda item is $8,500.00, see attached budget sheet. The cost for the previous fiscal year was $ 0 as there was no Homecoming Growl last year.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Fireworks Displays Unlimited, LLC

14240 S.W. 256th St. Princeton, FL 33032
Phone: (813) 625-9300
Email: fireworkdisplaysunlimited@gmail.com
www.firepowerdisplays.com

Wednesday, October 05, 2022
DISPLAY DATE: October 27, 2022
DISPLAY TIME: 8:30 – 9:00P.M.

To: Hernando High School
Danielle Pugh-Miller
700 Bell Avenue
Brooksville, FL 34601

Phone # (352) 797-7015
Email: davis_t@hcsb.k12.fl.us

DISPLAY CONTRACT

1.) Fireworks Displays Unlimited, LLC. will provide the following:
One Fireworks Display to last 9 minutes to be held at Hernando High School on October 27, 2022. The display will be fired from the property as of sponsor request, provided it meets or exceeds the minimum standard requirements of N.F.P.A. codes 1123.2020 edition and/or 1126.2021 edition. The display will include but is not limited to 1,560 rounds of premium display fireworks. The display will start with a traditional show opening and then continue with a consistent pace through out the main-body of the display. This display will include a pre-finale to make the spectators think the display is over and with a slight pause, ending the display in a spectacular finale of lights, colors, and sound.

Hernando High School – October 27th 2022
9 Minute Display Program

Display Grand Opening:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
1"-2"	Assorted Effects w/ Titanium Salutes	100	9 Minutes
3"	Multi Color Blooming Peonies to Golden Crackling Chrys Flower w/ Crackling Tails	10	
3"	Brocade Crown Arching w/ Tails	10	
3"	Titanium Salute w/ Silver Crackling Tails	10	
		130	

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Phone: (813) 625-9300
Email: fireworkdisplaysunlimited@gmail.com
www.firepowerdisplays.com

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
1" -2"	Assorted Low Level Aerial Effects	950	9 Minutes
		950	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Ruby Red	1	9 Minutes
3"	Grasshopper Green	1	
3"	Cardinal Purple	2	
3"	Coral Yellow	2	
3"	Orange	2	
3"	Sapphire Blue	2	
3"	Twlight Glitter	2	
3"	Gold Glitter	2	
3"	Cosmic Rain	2	
3"	Pink	2	
3"	Gold Kamuro	2	
3"	Cardinal Purple & Twilight Glitter	2	
		22	

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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Grasshopper Green & Twilight Glitter	2	9 Minutes
3"	Grasshopper Green & Cosmic Rain	2	
3"	Grasshopper Green & Gold Glitter	2	
3"	Twilight Glitter & Ruby Red	1	
3"	Crystal Cascade (Silver)	2	
3"	Twilight Glitter to Ruby Red	2	
3"	Twlight Glitter to Cardinal Purple	1	
3"	Ruby Red to White Strobe	2	
3"	Silver Cascade w/ Purple Pistil	2	
3"	Ruby Red & Grasshopper Green	2	
3"	Aqua Peony w/ Orange Pistil	2	
3"	Grasshopper Green w/ Red Pistil	2	
		22	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Ruby Red & Crystal Cascade (Silver)	1	9 Minutes
3"	Crystal Cascade (Red)	2	
3"	Sapphire Blue Cascade	1	
3"	Crystal Cascade (green)	2	
3"	Golden Rain to Crackle	2	
3"	White Strobe & Sapphire Blue	2	
3"	Orange & Blue Peony	2	
3"	Green Strobe	2	
3"	White Strobe	2	
3"	Brocade Crown to Red White Blue	2	
3"	Brocade Crown	2	
3"	Midnight Snow	2	
		22	

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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red Peony	1	9 Minutes
3"	Green Peony	2	
3"	Blue Peony	2	
3"	Silver Peony	1	
3"	Gold Peony	2	
3"	Purple Peony	2	
3"	Red & Green Peony	2	
3"	Red & Blue Peony	2	
3"	Red, White, and Blue Peony	2	
3"	Half Red & Half Green Peony	2	
3"	Half Red & Half Blue Peony	2	
3"	Half Green & Half Silver Peony	2	
		22	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red to Green Peony	2	9 Minutes
3"	Red to Blue Peony	2	
3"	Red to Silver Peony	2	
3"	Green to Silver Peony	2	
3"	Blue to Red Peony	2	
3"	Blue to Silver	2	
3"	Silver to Blue Peony	2	
3"	Multi Color to Silver Peony	2	
3"	Red Ring	2	
3"	Green Ring	1	
3"	Blue Ring	2	
3"	Lightning White	2	
		23	

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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Gold Ring	2	9 Minutes
3"	Red to Crackling	2	
3"	Red to Crackling Flower w/ Blue Pistil	2	
3"	Blue to Crackling Flower w/ Red Palm Pi	2	
3"	Blue to Crackling w/ Red Pistil	2	
3"	Purple to Crackling	2	
3"	Purple to Crackling w/ Green Pistil	2	
3"	2 Color to Crackling	1	
3"	Green Strobe	2	
3"	Brocade Crown	2	
3"	Glittering Diadem	2	
3"	Orange	2	
		23	

Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red Chrys	2	9 Minutes
3"	Yellow Chrys	2	
3"	Green Chrys	1	
3"	Blue Chrys	2	
3"	White Chrys	2	
3"	Silver Chrys	2	
3"	Gold Chrys	2	
3"	Purple Chrys	2	
3"	Multi Color Chrys	2	
3"	White Twinkling	2	
3"	Green Twinkling	2	
3"	Gold Twinkling	2	
		23	

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Display Mainbody:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
3"	Red w/ Blue Pistil	2	9 Minutes
3"	Red w/ Crackling Flower Pistil	2	
3"	Red w/ Coconut Pistil	2	
3"	Green w/ Red Pistil	2	
3"	Gold w/ Green Palm	2	
3"	Thousand Report	2	
3"	Green Wave	2	
3"	Flower Wave	2	
3"	Flower Wave to Blue	2	
3"	Flower Wave to Green to Silver	2	
3"	Flower Wave to Blue to Silver	2	
3"	Twice Crackling Rain	1	
		23	

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Display Grand Finale:

SIZE	DESCRIPTION	AMOUNT	DISPLAY TIME
1"- 2"	1- 100's Colorful Salute	100	9 Minutes
1"- 2"	1- 100's Assorted Chrys. + Crackling + Ti. Salute	100	
3"	Assorted Color Peony w/ Tail	10	
3"	Assorted Color Chrysanthemum w/ Tail	10	
3"	Assorted Glittering Colors w/ Tail	10	
3"	Brocade Crown w/ Gold Glitter Tail	10	
3"	Titanium Salute w/ Crackling Tail	20	
3"	Assorted Diadem Chrysanthemum to Color	10	
3"	Assorted Color Palm & Cococut w/ Tail	10	
3"	Assorted Whistle & Crackling w Tail	10	
3"	Golden Nishiki Kumaro w/ Rising Effects	10	
		300	

Fireworks Displays Unlimited, LLC reserves the right to substitute shells of equal or greater value in the event of shortages and/or if the minimum viewing distance listed is less than the minimum standard requirement of the N.F.P.A. codes 1123.2020 and/or 1126.2021 edition. (Minimum viewing distance required 210 Ft.)

2.) Transportation and storage:
All transportation to and from the display in approved storage containers.

3.) Certified crew:
All labor to set up and fire the display, including certified pyrotechnicians to supervise and assist in the entire operation. All operators and assistants will either meet or exceed the minimum required standards of the National Fire Protection Association and comply with all FEDERAL, STATE, and LOCAL laws governing fireworks displays.

4.) Fireworks display liability:
Five million dollars in fireworks display liability insurance. Hernando County School Board, Hernando County School District, and Hernando High School will be listed as additional insured under the certificate of insurance. The insurance will be activated at the time of acceptance of this contract and deposit or payment has been made to Fireworks Displays Unlimited, LLC

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5.) Fireworks Displays Unlimited company promise: " Exceeding Your Expectations"
Over the past 30 years, Fireworks Displays Unlimited has earned the reputation for reliability, dependability, and top quality in every aspect of the fireworks industry. Each and every display, whether outdoor or indoor, is a unique creation custom tailored for the occasion. There is not one display done twice. Our products may change as manufacturers come and go, but our time-tested commitment to quality and service remains the same.

1.) Sponsor will provide the following:
A 210-foot minimum viewing distance from the discharge site to the public viewing area, along with ample security to maintain the entire display site. We will assist in blocking off the display area with Danger Do Not Enter banner guard.

2,) Local permits:
Obtaining all permits from the local authorities for fireworks displays. An appointee from Hernando High School will submit permit application to the local authorities, Hernando County / City of Brooksville Fire Marshal's office with assistance from Fireworks Displays Unlimited, LLC.

3.) Display amount and terms of payment:
A display price in the sum of $5,500 dollars and.00cents. Price includes additional cost of obtaining ID badges and Background Checks from Hernando County School Board.
Additional Insurance 4 Million Dollar umbrella: $3,000.00
Total Contract Cost: $8,500 dollars and .00cents.
A deposit of 50% with acceptance of this contract in cash or check, and 50% on date of display in cash or check. Averaged Display Value of $9,000.00

4.) Rain date and cancellation clause:
In the event of inclement weather or postponement, there will be a $800.00 charge applied for resetting the display. Rain date is limited to a seven day maximum. The sponsor may postpone the display at his/her discretion, provided that the display is postponed to a date no longer than seven days of the first scheduled date, unless other arrangements have been made between the sponsor and Fireworks Displays Unlimited, LLC. The postponed display must take place at the original display site. If no rain date is set we will retain $2,750.00 that will be used to cover all expenses incurred by Fireworks Displays Unlimited, LLC.

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5.) Inventory confirmation:
Person responsible for inventory confirmation, Danielle Pugh-Miller or his/her appointee.

Fireworks Displays Unlimited, LLC reserves the right to terminate the display at any time in the event that person(s) enter the secured danger zone and security is unable or unwilling to enforce the safety regulations, or other conditions (wind or rain) that would pose a safety hazard to any person(s) or property, with out any penalty what so ever directed towards Fireworks Displays Unlimited, LLC. This does not apply to inclement weather delays or other postponements by the board.

Fireworks Displays Unlimited, LLC agrees to indemnify, hold harmless and defend HCSB, its agents, servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which HCSB, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished be Fireworks Displays Unlimited, LLC. its agents, servants or employees; Fireworks Displays Unlimited, LLC equipment, its agents, servants or employees whiles such equipment is on premises owned or controlled by HCSB; or Fireworks Displays Unlimited, LLC negligence or the negligence of its agents, whether such claims, judgments, costs and expenses be for damages, damage to property including HCSB's property, and injury or death of any person whether employed by Fireworks Displays Unlimited, LLC HCSB or otherwise.

"Fireworks Displays Unlimited, LLC officers, employees, staff, personnel, agents, independent contractors or other persons (including temporary workers or volunteers) who are performing services under this Agreement on Sponsor's property shall undergo background screening through the School District's Safety and Security department prior to rendering any services. Any violation of this paragraph shall be considered a material breach of this agreement and cause for the Sponsor to cancel it."

10/5/2022

Robert M. Stahl Date
Director of Operations
Fireworks Displays Unlimited, LLC

Leechele Booker Date
Principal
Hernando High School

Approved as to Form
Nancy McClain Alfonso
General Counsel, HCSB

Contract void if not executed 30 days prior to display date.

Fireworks Displays Unlimited, LLC

INVOICE

14240 SW 256th Street
Princeton, FL 33032

(813) 625-9300 (305) 258-8820

SOLD TO:
Hernando High School
111 Ernie Chatman Run
Brooksville, FL 34601

INVOICE NUMBER	WC202201589
INVOICE DATE	October 5, 2022
TERMS	Contract
SALES REP	Robert Stahl
SHIPPED VIA	FPDUWC
F.O.B.	Tampa, FL

SHIPPED TO:
Hernando High School
111 Ernie Chatman Run
Brooksville, FL 34601

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Fireworks Display Services on October 27, 2022 as per contract.	$5,500.00	$5,500.00
1	4 Million Dollar Umberella added to insurance policy.	$3,000.00	$3,000.00

SUBTOTAL	$8,500.00
50% Deposit	$4,250.00
FREIGHT	N/A
	$4,250.00 Balance due on or before October 27, 2022

DIRECT ALL INQUIRIES TO:
Robert M. Stahl
(813) 625-9300
email: fireworkdisplaysunlimited@gmail.com

MAKE ALL CHECKS PAYABLE TO:
Fireworks Displays Unlimited, LLC
Attn: Accounts Receivable
14240 SW 256th Street
Princeton, FL 33032

THANK YOU FOR YOUR BUSINESS!

All past due invoices will be subject to a finance charge of 18% annual rate, assessed monthly at 1.5%

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **1-FL-086-24-3G-12582**
Chief, Federal Explosives Licensing Center (FELC): Mana Howard	Expiration Date: **July 1, 2023**

Name
FIREPOWER FIREWORKS DISPLAYS

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
14240 SW 256 STREET
PRINCETON, FL 33032-0000

Type of License or Permit
24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

FIREPOWER DISPLAYS UNLIMITED INC
FIREPOWER FIREWORKS DISPLAYS
14240 SW 256 STREET ATTN: ALLYSON ACOSTA
PRINCETON, FL 33032-

Licensee/Permittee Responsible Person Signature: allysonacosta	Position/Title: DIRECTOR
Printed Name: ALLYSON ACOSTA	Date: 04/30/21

Previous Edition is Obsolete FIREPOWER DISPLAYS UNLIMITED INC;14240 SW 256 STREET;33032;1-FL-086-24-3G-12582;July 1, 2023;24-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **FIREPOWER DISPLAYS UNLIMITED INC**

Business Name: **FIREPOWER FIREWORKS DISPLAYS**

License/Permit Number: **1-FL-086-24-3G-12582**

License/Permit Type: **24-IMPORTER OF EXPLOSIVES**

Expiration: **July 1, 2023**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Fireworks Displays Unlimited, LLC
14240 S.W. 256th St. Princeton, FL 33032
Phone: (813) 625-9300
Email: fireworkdisplaysunlimited@gmail.com
www.firepowerdisplays.com

Operator Qualifications

Robert M. Stahl
10872 Sakonnet River Dr. #202
Tampa, FL 33615
DL#: S340-773-77-130-0

Held full time position with Bell's Fireworks Display Co., Inc. from June 1994 until January 1, 2013 until merger with Fireworks Displays Unlimited, LLC position with Fireworks Displays Unlimited, LLC is active. This is a west coast division of Firepower Displays Unlimited, Inc.

Has passed written examination of N.F.P.A. Codes 1123, 1124, 1126, Current Edition
Has safely assisted and executed over 2000 professional fireworks displays.
Hazmat CDL
Hazmat Security Awareness Program
Hazmat Shipping and Packaging

All information contained herein is accurate and correct to the best of my knowledge.

10/5/2022
Robert M. Stahl Date
Director of Operations
Fireworks Displays Unlimited, LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com
INSURED Firepower Displays Unlimited, Inc & Fireworks Displays Unlimited, LLC d/b/a Firepower Fireworks Displays 14240 SW 256th Street Princeton FL 33032	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Co. — 10851 INSURER B : Everest Denali Insurance Company — 16044 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 430659385 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SI8GL01709-211	11/1/2021	11/1/2022	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			SI8CA00240-211	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Hernando County School District
Hernando County BOCC
Hernando High School
City of Brooksville

Display Date: October 27, 2022

See Attached...

CERTIFICATE HOLDER

Hernando County School District
919 North Broad Street
Brooksville FL 34601
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Britton-Gallagher and Associates, Inc.	Firepower Displays Unlimited, Inc & Fireworks Displays Unlimited, LLC d/b/a Firepower Fireworks Displays 14240 SW 256th Street Princeton FL 33032
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Display Location: Hernando High School
111 Ernie Chatman Run Brooksville, FL 34601

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com
INSURED Firepower Displays Unlimited, Inc & Fireworks Displays Unlimited, LLC d/b/a Firepower Fireworks Displays 14240 SW 256th Street Princeton FL 33032	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Insurance Co. — 10851 INSURER B : Everest Denali Insurance Company — 16044 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 582855760 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SI8GL01709-211	11/1/2021	11/1/2022	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			SI8CA00240-211	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Hernando County School District
Hernando County BOCC
Hernando High School
City of Brooksville

Display Date: October 27, 2022

See Attached...

CERTIFICATE HOLDER

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS - HERNANDO COUNTY RISK MANAGEMENT
154470 Flight Path Dr.
BROOKSVILLE FL 34604
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Britton-Gallagher and Associates, Inc.	Firepower Displays Unlimited, Inc & Fireworks Displays Unlimited, LLC d/b/a Firepower Fireworks Displays 14240 SW 256th Street Princeton FL 33032
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Display Location: Hernando High School
111 Ernie Chatman Run Brooksville, FL 34601

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Daniel N. Kennedy	
Allied Insurance Consultants Incorporated 4400 N Federal Hwy Suite 210 Boca Raton FL 33431	PHONE (A/C, No, Ext): 786-625-6970	FAX (A/C, No): 561-453-3770
	E-MAIL ADDRESS: dkennedy@aicforme.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED FIREPOWER DISPLAYS UNLIMITED, INC. 14240 SW 256 STREET PRINCETON FL 33032	INSURER A: FWCJUA	NA
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6FR13UB-0698N56-5-22	6/30/2022	6/30/2023	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS HERNANDO COUN
20 N Main St
RM 365
Brooksville FL 34601-2817

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel N. Kennedy

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CERTIFICATE OF INSURANCE

DATE (MM/DD/YY): 10/07/2022

PRODUCER AND THE NAMED INSURED
Evolution Insurance Brokers, LLC.

8722 S. Harrison St.
Sandy, UT 84070
(801) 304-5500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Firepower Displays Unlimited Inc.

14240 SW 256th St
Homestead , FL 33032

INSURER A: Prime Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"

- Company #12588

COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
☑ **Excess Commercial Liability** ☑ Claims Made ☑ Exclude Products ☑ Exclude Completed Operations	SC22030856	3/9/2022	3/9/2023	$4,000,000 Per Accident $4,000,000 Policy Aggregate
☐ **Commercial Auto Liability** Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Drive Away Specifically Described Autos				
☐ **Commercial Garage Liability** G.K.L.L. O.T.R.P.D. D.O.C. Cargo On Hook Employee Dishonesty Wrongful Repossession Claims Made Exclude Products Exclude Completed Operations				
☐ **Excess Liability** ☐ Claims Made				

LIMITATION OF COVERAGE FOR ADDITIONAL INSURED
Please see the attached Additional Insured Endorsement.

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Coverage is limited to only insured activities or operations identified in the Policy. Fireworks Exhibitions - Per event day
Additional Insured in regards to event on 10/27/22

☑ **CERTIFICATE HOLDER** ☑ **ADDITIONAL INSURED** ☐ **LOSS PAYEE**

Hernando County School District

919 North Broad Street
Brooksville , FL 34601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

UDA-F-030 14FEB2020

ADDITIONAL INSURED ENDORSEMENT

PAP-99-12

This Endorsement changes the terms and conditions of the Coverage Contract issued. Please read it carefully!

The following requirements govern coverage under the Policy and must be adhered to for coverage to be provided to the Insured under the Policy. No activities conducted by the Insured are covered under the Policy unless they are conducted in full compliance with all of the requirements specified below and in the Policy. The Insured must advise its employees, agents, contractors, and/or subcontractors of these requirements and ensure that they also abide by them for coverage to be provided. The Insured agrees and understands that any noncompliance with the following specified requirements and/or the terms and conditions set forth in the Policy will result in the denial of coverage under the Policy meaning the Insurer will not be obligated to indemnify or defend you.

Policy Number: SC22030856

Insured: Firepower Displays Unlimited Inc.

Effective Date of the Endorsement: 10/05/2022

Additional Insured: Hernando County School District
919 North Broad Street
Brooksville, FL 34601

The "Who is an Insured" provision of the Policy shall be amended to include the person or organization scheduled in this Endorsement as an Additional Insured for the limited purpose of liability arising from Your Work, as that term applies to the Named Insured only, and subject to all other terms and conditions of the Policy and this Endorsement.

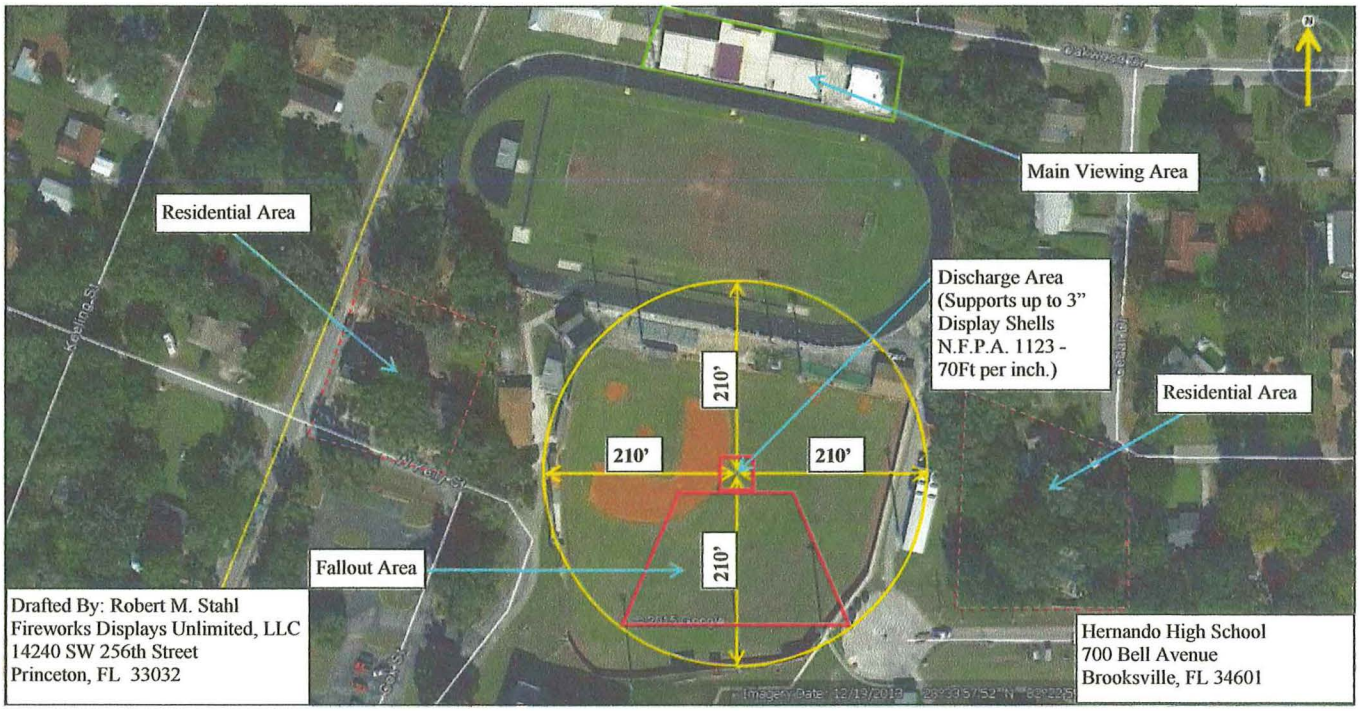
The coverage provided by this Endorsement only extends to cover the Additional Insured for allegations of liability based upon alleged, actionable conduct of the Insured and only to the extent the Insured would have been liable and coverage would have been afforded to the Insured under the terms and conditions of this Policy had such Claim been made against the Insured. No coverage shall be provided for any liability arising out of the Additional Insured's own alleged conduct.

The Policy has been entered into in the State of Utah and any rights, remedies, or obligations provided for in the Policy shall be construed and enforced in accordance with the laws of the State of Utah. Furthermore, the Additional Insured understands and acknowledges that the Insurer conducts its business activities, including underwriting, risk management, and claims handling services, within the State of Utah and acknowledges that by entering into this policy of insurance, the Additional Insured is deemed to be transacting business within the State of Utah. Accordingly, the Additional Insured hereby understands and consents to the jurisdiction of the courts of the State of Utah and agrees that those courts shall be the exclusive forum to hear and decide disputes consisting of or relating to the Policy, including any insurance coverage issues and any payments due under the Policy.

The Additional Insured is subject to all of the terms, provisions, conditions, exclusions, definitions, limitations, representations, and Endorsements of the Policy issued to the Insured and all related documents providing coverage to the Insured. The failure of the Insured to adhere to any such provisions will also defeat coverage under the Policy for all Additional Insureds.

The Insurance afforded by the Policy to the Additional Insured(s) scheduled in this Endorsement as an Additional Insured, at the location scheduled in this Endorsement, for the limited purpose of liability arising from Your Work, as that term applies to the Insured only, and subject to all other terms and conditions of the Policy and this Endorsement is primary insurance. Any other insurance or self-insurance maintained by the Additional Insured(s) is excess of this insurance and shall not contribute to it.

Endorsement No.: 2


Main Viewing Area
Residential Area
Discharge Area
(Supports up to 3"
Display Shells
N.F.P.A. 1123 -
70Ft per inch.)
Residential Area
210'
210'
210'
210'
Fallout Area
Drafted By: Robert M. Stahl
Fireworks Displays Unlimited, LLC
14240 SW 256th Street
Princeton, FL 33032
Hernando High School
700 Bell Avenue
Brooksville, FL 34601

Print this Contract

STANDARD FIREWORKS CONTRACT

THIS CONTRACT AND AGREEMENT (this "Contract" or this "Agreement") is made effective as of this 5th day of October, 2022, by and between:

Fireworks Displays Unlimited, LLC (hereinafter referred to as the "The Vendor")

-AND-

HERNANDO COUNTY SCHOOL BOARD (hereinafter referred to as the "School Board"; or collectively, as the "Parties")

WHEREAS, the Vendor is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, the School Board desires that the Vendor provide an exhibition and display of fireworks for the School Board's benefit at (***SCHOOL NAME***): Hernando High School pursuant to the terms and conditions hereof, and the Vendor desires to perform an exhibition and display of fireworks for the School Board's benefit pursuant to the terms and conditions hereof.

1. The Vendor agrees to sell, furnish and deliver to the School Board a fireworks display [per the program submitted by the Vendor to the School Board] accepted by the School Board and made a part hereof (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which the Display Date and the Postponement Date have been agreed upon at the time of signing this Contract.

   Display Date: October 27, 2022 **Postponement Date:** next available

2. The Vendor agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. The Vendor shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.

3. The Vendor agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include the School Board as additional insured regarding claims made against the School Board for bodily injury or property damage arising from the operations of the Vendor in performing the Display provided for in this Contract. Such insurance afforded by the Vendor shall not include claims made against the School Board for bodily injury or property damage arising from failure of the School Board, including through or by its

employees, agents and independent contractors, to perform its obligations under this Contract, including, without limitation, those set forth in paragraphs 5., and 6., below.

4. The School Board agrees to pay the Vendor the sum of $ 8,500.00 (hereinafter referred to as the "Purchase Price"), ten percent (10%) of which is due upon signing this Contract and the balance of which is due on the Display Date or the Postponement Date. In addition, the School Board agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11., below) if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six (6) months of the original Display Date at a time agreeable to both the Vendor and the School Board. Generally, Alternate Dates will not include the period from June 28th through July 7th. These checks shall be made payable to the Vendor, unless otherwise authorized in writing by the Vendor. NO CASH shall be paid to any agent or employee of the Vendor, unless otherwise authorized in writing by the Vendor. There shall be no refund of the Purchase Price due and payable under this paragraph 4., except as specifically provided in paragraph 10., below.

5. The School Board agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to the School Board, including but not limited to, the following:

   a. The School Board must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to the Vendor (hereinafter referred to as the "Display Area") and submit a site map of such selection to the Vendor no later than sixty (60) days prior to the Display Date. The Vendor shall determine if the Display Area adheres to or exceeds applicable Vendor guidelines and national Fire Protection Association ("NFPA") standards and has a radius of at least one hundred (100) feet per inch of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.

   b. The School Board must secure and deliver to the Vendor no later than one (1) month or thirty (30) days prior to the Display Date all permits necessary for the Display, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. The Vendor will assist the School Board when appropriate in completing permit applications.

      [**NOTE**: *Alternate to b., above, when it is expressly required by regulations that the Vendor obtain the permits.* The Vendor will secure all permits necessary for the Display as required, including but not limited to, police, local, state and the United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance required by law. The School Board will assist the Vendor when appropriate in completing permit applications.]

6. If, in its sole discretion, the School Board designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), the School Board shall ensure that the Spectator Area does not infringe on the Display Area. The Vendor will have no responsibility for:

    a. Ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands ad bleachers are reasonably safe for use by spectators;

    b. Ensuring that the Parking Area is safe for use, and/or

    c. Policing, monitoring and appropriately controlling the behavior of persons in these areas.

It is expressly agreed that the Vendor shall not inspect any other area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.

7. Prior to, during, and immediately following the Display, the School Board shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by the Vendor out of the Display Area and behind safety zone lines and limits.

8. Following the Display, the Vendor shall be solely responsible for policing of the Display Area and for cleanup. The Vendor shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by the Vendor or on behalf of the Vendor within the Discharge Area.

9. The School Board will include a direct reference to the Vendor in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The Parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the Parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 13., below) or as reasonably determined by the Parties, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by the Parties, the Display will be cancelled and there will be a refund of the deposit or ten percent (10%) of the Purchase Price, whichever is greater.

a. The School Board's cancellation of the Display will only be effective upon receipt by the Vendor of a written notice from an authorized person representing the School Board.

In the event of cancellation of the Display, the Parties agree as follows:

11. The Vendor reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.

12. It shall be within the Vendor's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable conditions are identified. If such conditions are not corrected, the Vendor may cancel the Display without further liability to the School Board for such cancellation.

13. The Parties agree to cooperate with the regulatory authorities having jurisdiction over the display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The Parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.

14. This Contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The Parties agree and consent to the jurisdiction of the courts of Florida to resolve any disputes concerning this Agreement and agree that venue for any proceeding or action related hereto shall lie in the State courts in Hernando County, Florida.

15. If the Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Vendor or if a receiver is appointed for the Vendor, the School Board may refuse to perform under this Contract and may terminate this Contract without prejudice to the right of the School Board. Except to the extent, if any, specifically provided to the contrary herein, in no event shall the School Board be liable to the Vendor for any indirect, special consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not the Vendor has been advised of the possibility of damages.

16. This Contract shall not be construed to create a partnership or joint venture between the Parties or persons mentioned herein.

17. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or

considered in default hereunder, when prevented from so performing by a cause beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

18. This Contract constitutes the sole and entire understanding of the Parties with respect to the matters contemplates hereby and supersedes and renders null and void all prior negotiations, representations, agreements and undertakings (oral and written) between the Parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the Parties.

19. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail.

Postage prepaid addressed as follows:

if to the Vendor:

Fireworks Displays Unlimited, LLC

Attention: Robert Stahl

14240 S.W. 256th Street

Princeton, Florida 33032

if to the School Board:

Hernando County School Board
Attention: _____
919 North Broad Street
Brooksville, Florida 34601

20. This Contract may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of the signature pages by facsimile transmission shall constitute effective executions and delivery of this Contract as to the Parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the Parties and their respective successors and assigns.

21. The Vendor will provide Ten Million Dollars ($10,000,000) of Liability Insurance along with Workers Compensation and Automobile Coverage. The General Liability Coverage will name the School Board as additional insured and will provide the School Board with a certificate of insurance.

22. All officers, contractors and/or other agents working for the Vendor at the school site shall undergo the necessary background screening as required by the District's Department of Safety and Security and otherwise comply with its directives as to security at the site. Any expense for the screening shall be borne by the Vendor.

23. As provided for under common law, and to the extent specifically authorized by state and federal law, the Vendor hereby agrees to indemnify and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless, or intentional acts of any officer, employee, agent or other representative of the Vendor.

24. The Parties agree that nothing in this Agreement may be construed as a waiver of the School Board's sovereign immunity.

25. The Parties agree to each pay their own attorneys' fees and costs relative to the negotiation of this Agreement and in relation to any action to enforce hereof.

Any confidentiality provisions in this Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in this Agreement can be exercised to frustrate the requirements of the law for the release of records. The Parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this Agreement. To the extent that the Vendor provides the School Board any information which it believes is confidential or exempt, the Vendor shall notify the School Board of the specific information that it believes is confidential, as well as the basis for the exemption. To the extent that the Vendor maintains information that is subject to public record request, it shall provide the public access to such records in accordance with, and subject the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to the School Board, and the Vendor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and Contract termination.

(signatures on the following page)

IN WITNESS WHEREOF, we set our hands and seals to this Agreement in duplicate the day and year first above written.

HERNANDO COUNTY SCHOOL BOARD
(the "School Board")

Approved as to Form
Nancy McClain Alfonso
General Counsel, HCSB

BY: _____

NAME: _____ (SEAL)

TITLE: Board Chairperson

Fireworks Displays Unlimited, LLC
_____
(the "Vendor")

BY: Robert Stahl

NAME: Robert Stahl (SEAL)

TITLE: Director of Operations

Please sign this Agreement where indicated and return all originals for final acceptance to:

_____

_____

_____

_____

STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Robert Stahl

Printed Name: Robert Stahl
Title: Director of Operations
Date: 10/5/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source: SGA Internal Account (Fundraisers, Bonfire, Car Show, Growl, Tailgate, & Dance estimated at $10,000)

Account Name: Student Government Association/SGA Club Account

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
802	9800	790	0051	923	3295

Amount $ 8,500.00

Funding Source _____

Account Name _____

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ◉

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 22. 23-1020 10/25/2022

Title and Board Action Requested

Approve the purchase of additional PowerSchool program from PowerSchool and authorize the purchase for $14,546.00.

Executive Summary

Ray Pinder, Director of Human Resources and Matthew Goldrick, Supervisor of Professional Standards, on behalf of the Superintendent of Schools, hereby requests the Board to approve the additional purchase from PowerSchool. Our current onboarding program from PowerSchool (Hire Enterprise) will no longer be supported soon. The newest PowerSchool onboarding program (Applicant Tracking System) will be easier for applicants to use and will have greater reporting capabilities. In addition PowerSchool offers an improvement for the evaluation process (United Talent Perform). As the program will be a part of the PowerSchool system and connected to our hiring platform, the addition of new hires will be automated. UT Perform reports allow us to return to chronological reporting that will improve mid year and end of year evaluation meetings. This item, for the amount requested, is presented to the board because this amount, when added to other purchases made from PowerSchool this year, will exceed the maximum amount that the Superintendent can approve.

My Contact

Ray Pinder
Director of Human Resources
pinder_r@hcsb.k12.fl.us

Matthew Goldrick
Supervisor of Professional Standards
goldrick_m@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 2: People

Financial Impact

The cost for this agenda item is $14,546.00, see attached budget sheet.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

DocuSign Envelope ID: 55279063-ACB0-4955-B363-F36A37D38C8C

PowerSchool

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

RE: PowerSchool Group LLC Sole Source Affirmation

To Whom It May Concern:

The purpose of this letter is to inform you that PowerSchool Group, LLC and its affiliate companies (collectively, "**PowerSchool**") are the sole source from which your school, school district, other educational institution or governmental entities may license the PowerSchool software and purchase accompanying support, including fixes and enhancements. PowerSchool is the sole provider to offer native integrations amongst its product family. Moreover, PowerSchool is the only company that can provide single-sign-on within the PowerSchool products without using a third-party product.

- PowerSchool software, which includes student information systems (SIS) and enrollment products such as PowerSchool SIS; PowerSchool eSchoolPlus SIS; PowerSchool Enrollment; PowerSchool Enrollment Express; Operational Data Store (ODS); and PowerSchool Ecollect Forms.

- PowerSchool Unified Classroom® solutions, which includes Performance Matters Assessment, Performance Matters Analytics, Schoology Learning, Special Programs, and Behavior Support.

- PowerSchool Unified Administration™ solutions, which includes Unified Administration eFinancePlus, Unified Administration BusinessPlus; Unified Administration Atrieve Finance; Unified Administration Atrieve HR; and Unified Administration Atrieve Payroll.

- PowerSchool Unified Talent™ solutions, which includes SchoolSpring Job Board; Applicant Tracking; Candidate Assessment; Employee Records; Perform; Professional Learning - including Premium Content Library; and SmartFind Express.

- PowerSchool Unified Insights™, which includes the following individual solution offerings: SEL, Student Essentials, Advanced Student Suite, Talent and Business Operations; Community Engagement; District Operations; EdFI ODS; Human Capital; Geovisual Enrollment Analytics; Essentials; Enrollment Analytics; Location Analytics; Risk Analysis; and Student Readiness.

- PowerSchool Unified Communities™ solutions, which include Naviance (CCLR).

- PowerSchool Unified Home™ solutions, which includes Connect and Attend.

- PowerSchool also offers, under the PeopleAdmin brand, the following solutions: PeopleAdmin Applicant Tracking System, PeopleAdmin Position Management, PeopleAdmin Employee Records, PeopleAdmin Performance Management, PeopleAdmin Faculty Information System, PeopleAdmin Professional Learning, PACx, and all other software as part of PowerSchool's future product line.

DocuSign Envelope ID: 55279063-ACB0-4955-B363-F36A37D38C8C

PowerSchool

Additionally, any services provided using the PowerSchool software including, without limitation, hosting and implementation services for PowerSchool products are only available through PowerSchool, unless PowerSchool provides explicit approval or authorization for an outside party to provide Services on PowerSchool's behalf.

Sincerely,

DocuSigned by:
Eric Shander
96D0027F4E194E2...

3/21/2022

Eric Shander
Chief Financial Officer
PowerSchool Group LLC

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum. http://www.hernandoschools.org/departments/purchasing/vendor-information

PowerSchool
Powering Brighter Futures

ool Group LLC
hore Dr., Folsom, CA 95630
Q-700398 - 1
piration Date: 31-OCT-2022

Prepared By:	David Michalove	Customer Contact:	Ray Pinder
Customer Name:	Hernando County School District	Title:	CHRO
Enrollment:	30,329	Address:	919 North Broad Street
Contract Term:	32 Months	City:	Brooksville
Start Date:	1-NOV-2022	State/Province:	Florida
End Date:	30-JUN-2025	Zip Code:	34601
		Phone #:	(352) 797-7000 ext 445

Product Description	Quantity	Unit	Extended Price
Initial Term 1-NOV-2022 - 30-JUN-2024 License and Subscription Fees			
Unified Talent Perform District Plus Danielson	30,329.00	Students	USD 65,070.58
UT Perform One Time Discount	1.00	Each	USD -26,006.83
		License and Subscription Totals:	**USD 39,063.75**
Professional Services and Setup Fees			
Unified Talent Perform Implementation - Advanced	1.00	Each	USD 7,000.00
		Professional Services and Setup Fee Totals:	**USD 7,000.00**
Training Services			
UT Perform Training Remote	2.00	Day	USD 3,150.00
		Training Services Total:	**USD 3,150.00**

Quote Total

PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:

Total Discount:	**USD 42,274.47**
Initial Term	**1-NOV-2022 - 30-JUN-2024**
Initial Term Total	**USD 49,213.75**

Due Date	Payment Amount
30-NOV-2022	**USD 10,150.00**
30-JUN-2023	**USD 39,063.75**

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

Unified Talent Perform District Plus Danielson	30,329.00	Students	USD 39,063.75

Annual Ongoing Fees Total: **USD 39,063.75**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Hernando County School District
Signature:	Signature:
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 26-SEP-2022	Date:

Statement of Work

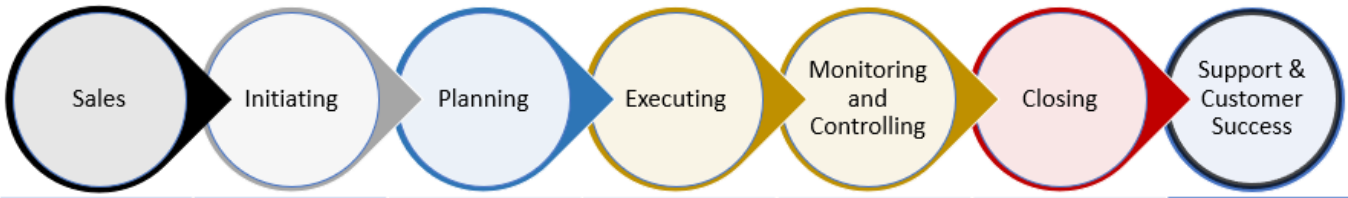
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Pre-Services	Project Begins	Project Management	Environment Setup	Training/Verification	Product Ready	Post-Services
Review/Choose Package	Initial contact	Project Plan	Integration Enabled	Confirm Training	Post-IMP Resources	Services → Support
Sign Contract/SOW	Team Assignments	Identify Team	Work Sessions/Setup	Project Review	Final Project Sign-off	Submit Cases
Sales → Services	Product Delivery	Project Collateral	Data Services	Communication Log	Customer Satisfaction	Customer Success

Released January 2021
Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmoleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

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Perform Advance Statement of Work

Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Deploy Perform site
- Provide Login Credentials
- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
    - Project Manager
    - Technical Specialist
    - Implementation Specialist(s)
    - Education Impact Consultant
- Send Customer access to the following:
    - Project Plan

Customer Responsibilities

- Identify Customer Project Team
    - Project Manager
    - Subject Matter Expert(s)
- Review Statement of Work

Completion Criteria

This activity will be considered complete when:

- Customer signs the Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
- Advanced Model is one hundred and five (105) calendar days from the date of the kick-off meeting
- Provide introduction to the Support site
- Review the deliverables in the SOW and explain the implementation process
- Schedule the PowerSchool implementation and training resources based on project timeline
- Discuss the role and responsibilities of a technical resource during the project
- Discuss the role and responsibilities of the Education Impact Consultant
- Update the Project Plan to include implementation timing and resources
- Schedule regular Status Calls as needed

Released August 2021
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Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Plan for training and ensure users attend required training sessions
- Provide Example Evaluation Forms

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines
- Example Evaluation Forms have been provided

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) using LDAP or OIDC authentication for the PowerSchool product(s) undergoing implementation. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s). Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported.

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO using LDAP or SSO (if applicable)
- Configure AppSwitcher with current and new PowerSchool products (if applicable)

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

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Executing

PowerSchool Responsibilities

- Schedule and install the Software
- Provide Security Settings information.
- Create the following content in the Perform system
    - A maximum of 5 evaluation processes
    - One Action Plan
    - A maximum of 15 forms including walkthroughs/informal observations
    - Importing Users
    - A maximum of two rubrics
    - Edit any system notification emails
- Provide *system administrator training* and best practices on the following System Settings:
    - Data Import Templates
        - Locations
        - Users
        - Job Types
        - Supervisors
    - Creating Custom Forms – including but not limited to
        - Goal Setting
        - Observation
        - Walkthrough
        - Summative
    - Building Processes
    - Using Rubrics
    - Facilitating Workflows
    - Assigning and Managing Evaluators
    - Scripting Tool
    - Using System Reports
    - Perform Analytics
    - System Notifications
- Provide Evaluator Training (2 hours online unless additional on-site training purchased)
- If applicable, configure the App Switcher and SSO Authentication services
- The Education Impact Consultant provides expertise and guidance for the effective enablement of the product being implemented

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Customer Responsibilities

- System Configuration
    - Provide sample content to project lead in a timely manner to allow for the building of content (allow a 3-week turnaround for any new content provided for build-out)
    - Complete remaining configuration tasks once Project Lead has completed contracted tasks (including but not limited to the list above)
    - Review and verify configuration, complete signoff

Completion Criteria

This activity will be considered complete when:

- The system has been installed
- Customer completes System Configuration Signoff

Monitoring

PowerSchool Responsibilities

- Schedule and conduct a launch review meeting
- Provide launch documentation

Customer Responsibilities

- Attend all Product Overviews and Training
- Complete end-user testing within the software
- Log and Follow Up on Support Cases as needed
- Report critical issues to your implementation team

Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Overviews
- Customer has attended any additional training included in their package
- Customer has completed the launch review meeting

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Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods
- Submit Services to Support Survey
- Provide final project sign off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project signoff

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Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum. http://www.hernandoschools.org/departments/purchasing/vendor-information

PowerSchool
Powering Brighter Futures

School LLC
rkshore Dr, Folsom, CA 95630
Q-691116-1
Expiration Date: 31-OCT-2022

Prepared By:	Bree Mickelson	Customer Contact:	Ray Pinder
Customer Name:	Hernando County School District	Title:	CHRO
Enrollment:	22,069	Address:	919 North Broad Street
Start Date:	1-NOV-2022	City:	Brooksville
End Date:	30-JUN-2023	State/Province:	Florida
		Zip Code:	34601
		Phone #:	(352) 797-7000 ext 445

Prorated pricing is reflective of time period from Start Date through End Date as outlined above. This quote modifies your subscription for the products and services set forth below.

Product Description	Current Quantity	Amended Quantity	Unit	Extended Price
Initial Term 1-NOV-2022 - 30-JUN-2023				
License and Subscription Fees				
SearchSoft Software Solutions - ATS	0.00	-1	Each	USD -8,206.53
UT Applicant Tracking	22,069.00		Students	USD 8,779.23
UT Applicant Tracking One Time Discount	1.00		Each	USD -572.70
Unified Talent HRMS Manager Portal	22,069.00		Students	USD 10,535.08
UT Records One Time Discount	1.00		Each	USD -10,535.08
	License and Subscription Totals: **USD 0.00**			
Professional Services and Setup Fees				
Unified Talent Applicant Tracking Implementation - Standard	1.00		Each	USD 3,145.50
Unified Talent HRMS Manager Portal Deployment	1.00		Each	USD 238.50
UT TalentEd Services Remote	5.00		Hours	USD 1,012.50
	Professional Services and Setup Fee Totals: **USD 4,396.50**			

Quote Total

Total Discount:	**USD 12,766.84**
Initial Term	**1-NOV-2022 - 30-JUN-2023**
Initial Term Total	**USD 4,396.50**

Annual Ongoing Fees as of 1-JUL-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote

UT Applicant Tracking	22,069.00	Students	USD 13,241.40

Unified Talent HRMS Manager Portal	22,069.00	Students	USD 15,889.69

Annual Ongoing Fees Total: **USD 29,131.09**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/MSA_Feb2022/

Any proposed credit reflected on this quote is conditioned on PowerSchool's receipt of payment, in full, for the discontinued product(s). If the subscription term for the discontinued product(s) has been paid in full, a prorated credit will be applied to the new contract based on the execution date of the new order. If the subscription term for the discontinued product(s) has not been paid in full, a prorated credit will be applied to the applicable open invoice. The remaining balance of the open receivable, if any, will still be due.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Hernando County School District
Signature:	Signature:
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 20-SEP-2022	Date:

PowerSchool

Statement of Work

Purpose of Document

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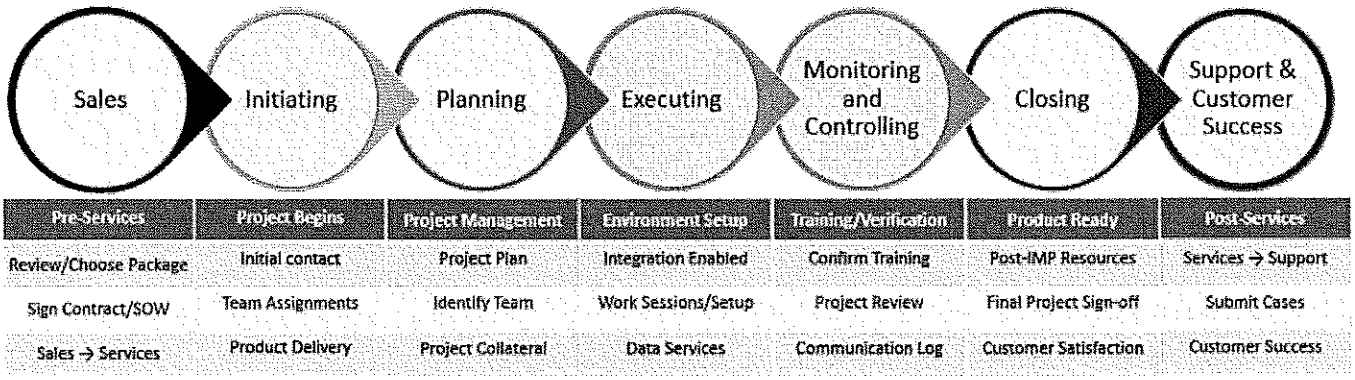

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5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmoleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

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PowerSchool

Applicant Tracking Standard Statement of Work

Initiating (Pre-requisites before Planning)

PowerSchool Responsibilities

- Deploy Applicant Tracking and SchoolSpring sites
- Provide Login Credentials
- Send Welcome Email with Statement of Work
- Identify PowerSchool Project Team
    - Project Manager
    - Technical Specialist
    - Implementation Specialist(s)
    - Education Impact Consultant
- Send Customer access to the following:
    - Project Plan

Customer Responsibilities

- Identify Customer Project Team
    - Project Manager
    - Subject Matter Expert(s)
- Review Statement of Work

Completion Criteria

This activity will be considered complete when:

- Customer signs the Statement of Work

Planning

PowerSchool Responsibilities

- Schedule and conduct a kick-off meeting
- Standard Model is forty-five (45) calendar days from the date of the kick-off meeting
- Provide introduction to the Support site
- Review the deliverables in the SOW and explain the implementation process
- Schedule the PowerSchool implementation and training resources based on project timeline
- Discuss the role and responsibilities of a technical resource during the project (when applicable)
- Discuss the role and responsibilities of the Education Impact Consultant
- Update the Project Plan to include implementation timing and resources
- Schedule regular Status Calls as needed

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Customer Responsibilities

- Attend kick-off meeting and all subsequent meetings and training required
- Utilize the online Project Plan and trainings throughout the project to stay up to date
- Plan for training and ensure users attend required training sessions
- Update the Project Plan to indicate client tasks completed

Completion Criteria

This activity will be considered complete when:

- The kick-off meeting is completed
- The Project Plan is updated based on discussed timelines

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) using LDAP or OIDC authentication for the PowerSchool product(s) undergoing implementation. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s). Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported.

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO using LDAP or OIDC (if applicable)
- Configure AppSwitcher with current and new PowerSchool products (if applicable)

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

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Executing

PowerSchool Responsibilities

- Train project stakeholders to configure following System Settings:
  - Candidate Portal
  - Locations
  - Users and Security Groups
  - Filters
  - Application Types
  - Drop-down lists
  - Custom Forms
  - Creating job templates
  - Workflows
  - Job Posting (including SchoolSpring integration)
  - Setting up searches and views
  - Email notifications
  - Calendar integration
  - Archiving and Purging Applications
  - Requisitions
  - Job Offer Templates

- Train project stakeholders to evaluate candidates using the following features:
  - Setting Up Searches and Views
  - Scheduling interviews
  - Background Checks
  - Screenings
  - Job Fairs and Career Days
  - Sending reference checks
  - Interview Calendar integration
  - "Recommend to Hire" Form
  - Begin Hire Page
  - Job Offer Letters
  - Reports and Analytics

- If applicable, configure the App Switcher and SSO Authentication services
- The Education Impact Consultant provides expertise and guidance for the effective enablement of the product being implemented

Customer Responsibilities

- System Configuration
  - Complete configuration tasks (including but not limited to the list above)
  - Review and verify configuration, complete signoff

Completion Criteria

This activity will be considered complete when:

- The system has been installed
- Customer completes System Configuration Signoff

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Applicant Tracking Standard Statement of Work

Monitoring

PowerSchool Responsibilities

- Schedule and conduct a launch review meeting
- Provide launch documentation

Customer Responsibilities

- Attend all Product Overviews and Training
- Complete end-user testing within the software
- Log and Follow Up on Support Cases as needed
- Report critical issues to your implementation team
- Update the Project Plan to indicate client tasks completed

Completion Criteria

This activity will be considered complete when:

- Customer has attended Product Training Sessions
- Customer has attended any additional training included in their package
- Customer has completed the launch review meeting

Closing

PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce customer to support contact methods
- Submit Services to Support Survey
- Provide final project sign off to customer

Customer Responsibilities

- Review completed project deliverables
- Understand that support will become primary contact for customer
- Complete final project signoff
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer completes final project signoff

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STANDARD ADDENDUM TO AGREEMENTS WITH THE HERNANDO COUNTY SCHOOL BOARD

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party. Notwithstanding the foregoing, Contractor's potential liability under this section shall not exceed $50,000.00.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

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5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

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of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

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17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

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provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

DocuSigned by:
Philip Radmilovic
17089E005E65422...

Printed Name: Philip Radmilovic
Title: VP Treasurer
Date: 10/17/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

HERNANDO SCHOOL DISTRICT

Data Security Agreement

This Data Security Agreement (the "**Agreement**") is made as of October 17, 2022_____(the "**Effective Date**"), by and between The School Board of Hernando County, a Florida School Board, with a principle place of business at 919 N. Broad Street, Brooksville, FL 34601 (hereinafter referred to as **"HCSD"**), and PowerSchool Group LLC, a Delaware limited liability company with a principle place of business at 150 Parkshore Drive, Folsom, California 95630 (hereinafter referred to as "**Vendor**").

Recitals

WHEREAS, HCSD wishes to further safeguard Protected Information from unlawful access and use;

WHEREAS, Vendor may receive or have access to HCSD Protected Information in the course of performance of Other Agreements that the Parties have entered into, or may enter into;

WHEREAS, the Parties both wish to further refine their data protection measures to conform with new and future regulations designed to address the protection of personal information; and

WHEREAS, Prior to, and in consideration of, Vendor's receipt of, or access to, HCSD Protected Information, Vendor is willing to protect HCSD Protected Information as set forth below.

NOW, THEREFORE, for good and sufficient consideration, the Parties agree as follows:

Agreement

1. **Definitions**. For purposes of this Agreement, the following terms shall have the meanings set forth below. Other terms are defined in context.

   1.1. **Breach of Security**. The term "**Breach of Security**" has the meaning set out herein and in applicable law, and as the same may be amended from time-to-time.

   1.2. **HCSD Protected Information**. The term **"HCSD Protected Information**" has the meaning set out in Section 2.1 (Provision of HCSD Protected Information).

   1.3. **Confidential Information**. The term "**Confidential Information**" means confidential or other proprietary information disclosed by HCSD to Vendor, whether orally, visually or in writing, before or after the Effective Date, and whether or not marked or otherwise designated as confidential or proprietary, including, without limitation, specifications, trade secrets, financial information, business plans, product plans, supplier lists, applicant and prospective applicant lists, admissions data and financial information. All reports, analyses, compilations, data, forecasts, studies and other materials which contain or otherwise reflect or are generated or derived from such information are also included in the definition of Confidential Information. Confidential Information includes information and documents in paper or electronic form which may not be released to third parties under law. Notwithstanding the foregoing, the term Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Vendor; (ii) is disclosed by Vendor with the prior written approval of HCSD; (iii) is independently developed by Vendor without use of HCSD's Confidential Information, provided that Vendor substantiates such independent development with contemporaneous documents; or (iv) is intentionally disclosed by HCSD to a third party without restriction on disclosure. This information and includes, but is not limited to education records as that term is defined in, Florida Statutes § 1002.221, 20 U.S.C. § 1232(g), and 34 C.F.R. Part 99.

1.4. **Effective Date**. The term "**Effective Date**" has the meaning set out in the introduction to the Recitals.

1.5. **FERPA**. The term "**FERPA**" means the Family Educational Rights and Privacy Act set forth at 20 U.S.C. § 1232g and the regulations promulgated thereunder at 34 CFR § 99.3, and as the same may be amended from time-to-time.

1.6. **Other Agreements**. The term "**Other Agreements**" means any agreement entered into between the Parties besides this Agreement.

1.7. **Party** or **Parties**. The term "**Party**" or "**Parties**" means: (i) HCSD, (ii) Vendor; or (iii) HCSD and Vendor, as the context permits.

1.8. **Personal Information**. The term "**Personal Information**" has the meaning set out in applicable statutes laws and includes, but is not limited to education records as that term is defined in Florida Statutes §1002.221, 20 U.S.C. §1232(g), and 34 C.F.R. Part 99.

1.9. **Personally Identifiable Information**. The term "**Personally Identifiable Information**" means (i) information that could reasonably be used to identify you, including your name, home address, email address, birth date, credit card information, telephone number, or any combination of this information or similar information that could be used to personally identify you, and (ii) any other personally identifiable information from paper and electronic student education records as that term is used in FERPA, and as the same may be amended from time-to-time.

1.10. **HCSD Protected Information**. The term **"HCSD Protected Information**" means, collectively: (i) Personal Information, (ii) Confidential Information; and, (iii) Personally Identifiable Information.

1.11. **Services**. The term "**Services**" means any goods or services that a Party provides to the other Party pursuant to Other Agreements.

2. HCSD Protected Information; Provision and Use.

2.1. **Provision of HCSD Protected Information**. Throughout the course of performance of a Party's obligations under Other Agreements, Vendor may receive, or obtain access to, HCSD Protected Information from or on the behalf of HCSD, its students and other persons or entities, for the use or benefit of HCSD (collectively, the "**HCSD Protected Information**"). Vendor hereby acknowledges and agrees that it shall only accept receipt of, or access to, HCSD Protected Information as is necessary for Vendor's performance of its duties and responsibilities pursuant to Other Agreements.

2.2. **Vendor Use of HCSD Protected Information; Non-Disclosure**. Vendor hereby acknowledges and agrees to hold HCSD Protected Information in strict confidence, and shall not use or disclose HCSD Protected Information except: (i) as is necessary for Vendor to fulfill its obligations to HCSD under applicable Other Agreements, (ii) as required by law; or (iii) as otherwise authorized in writing by HCSD (collectively, the "**Permitted Uses**"). Vendor agrees not to use HCSD Protected Information for any purpose other than the Permitted Uses. Notwithstanding anything to the contrary, in no event shall Vendor use or otherwise disclose HCSD Protected Information in a manner that conflicts with HCSD's interests. Vendor shall be entitled to disclose HCSD Protected Information on a need-to-know basis to its employees and sub-Vendors provided such employees and sub-Vendors are bound by non-disclosure obligations no less protective than those set out in this Agreement. Vendor shall not copy, transcribe or record any HCSD Protected Information without HCSD's prior written consent, or as is absolutely necessary to perform the Services.

2.3. **Disclosure of HCSD Protected Information**. In the event Vendor is required to disclose HCSD Protected Information by law either during or after the Term, Vendor shall promptly notify HCSD in order to provide HCSD an opportunity to seek a protective order or other relief. If, HCSD does not elect to seek, or is unable to obtain, a protective order or other relief, Vendor may disclose the required HCSD Protected Information without liability hereunder; provided, however, that Vendor first gives HCSD written notice of the specific HCSD Protected Information to be disclosed as far in advance of its disclosure as is practicable, and shall use reasonable efforts to obtain assurances that the entity receiving HCSD Protected Information uses at least the same degree of care in safeguarding the disclosed HCSD Protected Information as Vendor is obligated to use pursuant to this Agreement.

2.4. **Standard of Care**. Vendor hereby represents that it has implemented appropriate measures to protect against the unauthorized release of HCSD Protected Information and agrees that it shall protect all HCSD Protected Information it receives according to commercially acceptable standards, but in no event, less rigorously than it protects its own Protected Information, and not less than reasonable care and diligence.

2.5. **Ownership of HCSD Protected Information**. Vendor acknowledge and agrees that, as between the Parties, HCSD Protected Information is the sole and exclusive property of HCSD.

2.6. **No Data Mining; No Marketing.** Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Vendor will not otherwise use any Data to advertise or market to students or their parents. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement.

3. Breach.

3.1 **Notification of Breach.** In addition to Vendor's responsibilities under the law, Vendor shall immediately upon discovery report to HCSD in writing (i) any Breach of Security involving HCSD Protected Information, or (ii) any use or disclosure of HCSD Protected Information other than the Permitted Uses (each, a "Report"). Vendor shall fully cooperate with HCSD with respect thereto. Each Report shall include, at a minimum: (i) the nature of the unauthorized use or disclosure, (ii) the HCSD Protected Information used or disclosed, (iii) who made the unauthorized use and received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure,
(v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure; and, (vi) any other information, including a written report, as reasonably requested by HCSD.

3.2 **Incident Response Plan.** Vendor shall have a written incident response plan, to include prompt notification to HCSD in the event of a security or privacy incident, as well as best practices for responding to a breach of HCSD Protected Information and Data. Provider agrees to share its incident response plan upon request. Upon the occurrence of any actual or suspected unauthorized use or disclosure of HCSD Protected Information and Data. Vendor shall take reasonable steps to minimize or mitigate the risk of harmful or potentially harmful effects resulting from said actual or suspected unauthorized use or disclosure.

4. HCSD Disclaimer of Warranties. HCSD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HCSD PROTECTED INFORMATION (AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. **Vendor Indemnification.** Vendor shall indemnify, defend and hold HCSD harmless from and against all claims, actions, suits and proceedings resulting from any Breach of Security under this Agreement including, but not limited to (i) (a) assisting HCSD with the cost of notification of affected persons, (b) third party credit monitoring services, (c) establishing and maintaining a call center in the event of a Data Security Breach; and (d) costs of an investigation (including computer forensic work) to assess and/or mitigate the effects of a Data Security Breach, and (ii) HCSD's costs and reasonable attorneys' fees which arise as a result of Vendor's breach of any of its obligations under this Agreement, or other failure to safeguard HCSD Protected Information as provided in this Agreement. Vendor shall indemnify HCSD for all losses, damages, liabilities, judgments, penalties, fines and expenses incurred by HCSD in any such claim, action, suit or proceeding. Any limitations of liability contained in any Other Agreements shall not be applicable to Vendor's obligations pursuant to this Section 5 (Vendor Indemnification). Notwithstanding the foregoing, Vendor's potential liability under this section shall not exceed $50,000.

6. **Limitations on Liability; Consequential Damages Waiver.** EXCEPT FOR A CLAIM FOR INDEMNIFICATION MADE PURSUANT TO SECTION 5 (Vendor Indemnification), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **Compliance with Laws.**

7.1. General Compliance. Vendor acknowledges and agrees to comply at its own expense with all applicable laws, rules and regulations of governmental bodies and agencies that relate to the subject matter of this Agreement. Such laws include, but are not limited to, the following:

7.1.1. (Intentionally deleted)

7.1.2. Compliance with FERPA. Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of Personally Identifiable Information from education records as set forth in 34 CFR § 99.00 et seq. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, Personally Identifiable Information from education records except as authorized by the HCSD in writing.

7.2. Order of Precedence for Compliance with Laws. The Parties acknowledge and agree that Vendor's obligations pursuant to this Agreement may be more onerous than those in an applicable law, rule or regulation. In the event that a particular law, rule or regulation is more protective of HCSD Protected Information than those obligations set out in this Agreement, Vendor shall comply with such law, rule or regulation (in addition to complying with its obligations under this Agreement). In the event that Vendor's obligations under this Agreement are more protective of HCSD Protected Information than those obligations set out in an applicable law, rule or regulation, than Vendor shall comply with its obligations under this Agreement (in addition to complying with the applicable law, rule or regulation).

8. Term and Termination.

8.1. **Term**. This Agreement shall come into force and effect on the Effective Date and shall continue until terminated pursuant to Section 8.2 (Termination) (the "**Term**").

8.2. **Termination.**

8.2.1. **Termination for Convenience**. HCSD may terminate this Agreement at any time and for any reason upon giving Vendor written notice of such termination.

8.2.2. **Termination for Cause**. In the event that HCSD reasonably determines that Vendor has breached any of its obligation under this Agreement, HCSD may: (i) immediately terminate this Agreement for cause, (ii) provide Vendor with a notice of breach and, thereafter, provide the Vendor a five (5) day period to cure such breach; or (iii) require Vendor to submit to a plan to better monitor and protect HCSD Protected Information, and to notify HCSD of any breach.

8.2.3. **Insolvency**. In the event a Party makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it that is not dismissed within sixty (60) days, the other Party shall have the right to terminate this Agreement immediately upon providing written notice of such termination.

8.2.4. **Termination Without Prejudice to Other Rights and Remedies**. Termination of this Agreement shall be without prejudice to HCSD's other rights and remedies pursuant to this Agreement.

9. Effect of Termination.

9.1. **Return of HCSD Protected Information**. Upon termination or expiration of this Agreement for any reason, all written, electronic or other forms of media in which HCSD Protected Information is embodied along with all copies and extracts thereof, shall forthwith be delivered to HCSD, and all memoranda, notes, reports, designs, plans, schedules, lists and other writings prepared by Vendor based on HCSD Protected Information shall either be immediately delivered to HCSD or destroyed, as HCSD requests. Vendor shall promptly certify to HCSD in writing that it has complied with the requirements of this Section 9.1 (Return of HCSD Protected Information). Vendor acknowledges and agrees to comply with its obligations pursuant to this Section 9.1 (Return of HCSD Protected Information) within thirty (30) days of termination or expiration of this Agreement for any reason, or within such other time as the Parties mutually agree upon.

9.2. **Existing Obligations**. The termination of this Agreement for any reason shall not relieve either Party of any obligations to the other Party that arose prior to the termination.

9.3. **Survival**. The following Sections shall survive any termination or expiration of this Agreement:

Section 2.3 (Disclosure of HCSD Protected Information)
Section 2.5 (Ownership of HCSD Protected Information)
Section 5 (Indemnification)
Section 6 (Limitations on Liability; Consequential Damages Waiver)
Section 9 (Effect of Termination)
Section 10 (General)

10. General.

10.1. **Independent Vendors**. The Parties to this Agreement are independent Vendors, and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. Personnel supplied by a Party shall work exclusively for that Party and shall not, for any purpose, be considered employees or agents of the other Party.

10.2. **Independence of Agreement**. This Agreement is separate from and independent of all other agreements between the Parties.

10.3. **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law principles. The Parties agree that State and Federal Courts in the judicial districts in which HCSD's principal place of business is located shall have jurisdiction over disputes under this Agreement (to the exclusion of all other forums). The Parties hereby consent to personal jurisdiction and venue in such courts.

10.4. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld) assign or transfer this Agreement, and any attempt to do so shall be void and of no force and effect, except that a Party hereto may, without the other Party's consent, assign this Agreement to a parent, subsidiary, or purchaser of substantially all the assets or stock, or to a third party with whom such Party is directly or indirectly merged or consolidated. In the case of any permitted assignment set forth above, the assigning Party will provide reasonable notice of the assignment to the other Party.

10.5. **Force Majeure**. Neither Party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the Party's reasonable control, including without limitation, any acts of God, war, terrorism, floods, windstorm, labor disputes, changes in laws or regulations, or delay of essential materials or services. The Party not affected by the force majeure shall have the right to terminate this Agreement without penalty if the Party affected by the force majeure event is unable to resume full performance within thirty (30) days of occurrence of the event.

10.6. **Severability; Waiver**. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.7. **Headings**. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

10.8. **Notice**. In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be given in writing by personal delivery, registered mail, confirmed facsimile, or nationally recognized courier service, addressed to the respective Party at the addresses listed below (or such other address as subsequently notified in writing to the other Party). All such notices or other communications shall be deemed to have been given and received: (i) upon receipt, if personally delivered or sent by registered mail, (ii) when delivery is confirmed, if sent by courier service; and (iii) on the transmission date for facsimile communications, if such transmission is error-free and such communication is confirmed by a copy sent first class mail.

If to HCSD: 919 N. Broad Street
Brooksville, FL 34601

If to Vendor: _____

_____

10.9. **Additional Obligations**. The Parties acknowledge and agree that Vendor's obligations under this Agreement are in addition to any other obligations which Vendor has to HCSD as a result of Other Agreements or other instruments.

10.10. **Order of Precedence**. The Parties agree that if a conflict arises between this Agreement and any Other Agreement, then the term or provision of this Agreement shall control.

10.11. **Counterparts**. This Agreement may be executed in one or more counterparts, delivered electronically, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

10.12. **Entire Agreement**. This Agreement sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both Parties. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

HCSD

PowerSchool Group LLC

_____

By:_____
Name:_____
Title: _____

By:
Name:_____
Title: _____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: General Fund Discretionary

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100E	7730	3690	9300	40100	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 56,900.00	$	$ 42,016.50	$ 14,883.50	$ 14,546.50	$ 337.00

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$	$

B. Item Currently Not Budgeted -**

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

Funding Source: _____

Account Name: _____

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $ _____

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 23. 23-1005 10/25/2022

Title and Board Action Requested
Approve the Florida Safe Schools Assessment Tool (FSSAT) District Best Practices for 2022-2023

Executive Summary
The Director of Safe Schools, on behalf of the Superintendent of Schools, hereby requests the Board Approve the District FSSAT Best Practices Assessment for 2022-2023.

My Contact
Jill Renihan, Director of Safe Schools
352-797-7233

2018-23 Strategic Focus Area
Pillar 3: Facility Operations

Financial Impact
The cost for this agenda item is $ 0.00, see attached budget sheet. The cost for the previous fiscal year was $ 0.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Office of Safe Schools
275 Oak Street
Brooksville, FL 34601
Phone: (352) 797-7233
Fax: (352) 797-7299

HERNANDO SCHOOL DISTRICT

Learn it. Love it. Live it.

Superintendent: *John Stratton*
Board Chairperson: *Gus Guadagnino*
Vice Chairperson: *Susan Duval*
Board Members:
Kay Hatch
Jimmy Lodato
Linda Prescott

MEMORANDUM

DATE:

TO: Commissioner Manny Diaz, Jr
Florida Department of Education

FROM: Superintendent John Stratton
Hernando County School District

Subject: 2022-2023 Florida Safe Schools Assessment Certification of School Board Action.

This memo serves to certify that Hernando County School District has completed the 2022-2023 Safe School District assessment as promulgated by s.1006.07 (6) F.S. The assessment findings and recommendations were presented to the district school board at a publicly noticed school district board at a publicly noticed district school board meeting on Oct 25, 2022 and the district has submitted the assessment to the Florida Department of Education via the Florida Safe Schools Assessment Tool.

_____

Superintendent or Designee Signature (Required)

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

Funding Source

Account Name

Account Number: Fund | Function | Object | Cost Center | Project | Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Agenda Item # 24. 23-1029 10/25/2022

Title and Board Action Requested

Approval Requested for out of county travel for School Board Member(s) to attend the 77th FSBA / FADSS Annual Joint Conference on November 29, 2022 through December 2, 2022 in Tampa, FL that may exceed $500 per Board Member.

Executive Summary

The Secretary to the School Board and General Counsel, on behalf of the Superintendent of Schools, hereby requests the Board to approve out of county travel for School Board Member(s) to attend the 77th FSBA / FADSS Annual Joint Conference on November 29, 2022 through December 2, 2022 in Tampa, FL that may exceed $500 per Board Member.

According to Florida Statute 1001.39, any travel outside the district by a Board Member that exceeds $500 requires prior approval by the district school board to confirm that such travel is for official business of the school district. The conference presentations and materials are related school district business. Board Members who attend such may seek travel reimbursement in excess of $500 to the extent that such expenses are authorized by Florida Statute 112.061 and cons

My Contact

Kelly A. Pogue
Secretary to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is approximately $ 1,270.00 per board member, see attached budget sheet. The cost for the previous fiscal year was $ 1,123.00.

If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, additional funding sources, and the needs of the District. Should the actual cost exceed the anticipated amount, the Board approves the additional cost, after review by the superintendent, but not in excess of the funds available in the site's approved annual budget.

Approval requested for out of county travel for School Board Member(s) to attend the upcoming events. Travel is for official school district business and complies with the rules of the State Board of Education.

Please note: board members may or may not attend the following conferences:

Details	Registration Fee	Hotel	Miscellaneous (Mileage, Meals, etc.)	Total
11/29/22 – 12/02/22: FSBA 77th Annual Joint Conference	$375/per board member (5 members) $250/extra for new board members (possibly 3) and the chair (1)	Grand Hyatt Tampa Bay $185/per night/per board member	Mileage: $65/per board member	Approx. $1,270/per board member

1001.39 District school board members; travel expenses.—

[1](1)In addition to the salary provided in s. 1001.395, each member of a district school board shall be allowed, from the district school fund, reimbursement of travel expenses as authorized in s. 112.061, except as provided in subsection (2). Any travel outside the district shall also be governed by the rules of the State Board of Education.

(2)Each district school board may reimburse a district school board member for travel expenses for travel from the member's residence incurred in the performance of a public purpose authorized by law to be performed by the district school board, including, but not limited to, attendance at regular and special board meetings. Mileage allowance in the amount provided by law for reimbursement of travel expenses, when authorized, shall be computed from the member's place of residence to the place of the meeting or function and return.

History.—s. 51, ch. 2002-387; s. 5, ch. 2018-5.

[1]**Note.**—Section 5, ch. 2018-5, amended subsection (1), effective July 1, 2019, to read:

(1) In addition to the salary provided in s. 1001.395, each member of a district school board shall be allowed, from the district school fund, reimbursement of travel expenses as authorized in s. 112.061, provided that any travel outside the district that exceeds $500 requires prior approval by the district school board to confirm that such travel is for official business of the school district and complies with rules of the State Board of Education. Any request for travel outside the state must include an itemized list detailing all anticipated travel expenses, including, but not limited to, the anticipated costs of all means of travel, lodging, and subsistence. Immediately preceding a request, the public must have an opportunity to speak on the specific travel agenda item.

FSBA

Tuesday, November 29, 2022
77th Annual Joint Conference - TENTATIVE AGENDA

FSBA, FADSS, FELL, FERMA, FSBAA, SUNSPRA
77th Annual Joint Conference
November 29 - December 2, 2022
Grand Hyatt Tampa Bay
Tampa, Florida

Tuesday, November 29, 2022 - TENTATIVE AGENDA

7:00 a.m. - 5:00 p.m. Conference Registration - Audubon Foyer (1st Floor)

7:45 - 8:30 a.m. Continental Breakfast - Chairmanship Academy

7:45 - 8:30 a.m. Continental Breakfast - New School Board Member Academy (For New School Board Members ONLY)

8:00 - 10:00 a.m. FSBA Executive Officers' Breakfast and Meeting

8:30 a.m. - 3.15 p.m. Chairmanship Academy (Lunch on your own)

8:30 a.m. - 3:15 p.m. New School Board Member Academy and Luncheon (For New School Board Members ONLY)

10:00 - 11:00 a.m. FSBA Finance Committee Meeting

10:30 a.m. - 12:00 p.m. FL PALM Board of Trustees' Meeting

11:00 a.m. - 12:00 p.m. FSBA Advocacy Committee Meeting

1:00 - 3:00 p.m. Pre-Conference Program - Critical Skill Building: Answer the Tough Questions With Truth & Transparency

3:30 - 5:00 p.m. FSBA Board of Directors' Meeting

5:30 - 6:30 p.m. New School Board Member Reception & Speed Networking Event

Wednesday, November 30, 2022 - TENTATIVE AGENDA

7:00 a.m. - 5:00 p.m. Conference Registration - Audubon Foyer (1st Floor)

7:30 - 8:30 a.m. Continental Breakfast & Coffee Break - Audubon Foyer (1st Floor)

7:30 - 8:30 a.m. Breakfast Meetings - FSLRS Board of Directors; Northeast Florida Coalition of School Boards

8:30 - 10:30 a.m. Opening General Session - Audubon ABC (1st Floor)

10:30 - 10:45 a.m. Break - Audubon Foyer (1st Floor)

10:45 - 11:45 a.m. Breakout Session I: Parent's Bill of Rights and Parental Rights in Education - What You Need to Know (We Think!)

10:45 - 11:45 a.m. Breakout Session I: The Harsh Reality of Cyber Attacks in Public Education, Is Your District Prepared?

10:45 - 11:45 a.m. Breakout Session I: SRO Roles and Responsibilities: What all School Board Members Need to Know

10:45 - 11:45 a.m. Breakout Session I: Recruiting, Hiring, Training and Retaining Staff Members - Build Your Successful Leadership Pipeline!

10:45 - 11:45 a.m. Breakout Session I: Advocacy 101 (Recommended for New School Board Members)

10:45 a.m. - 3:30 p.m. FADSS Superintendent Leadership Development Training (Superintendents Only)

11:45 a.m. - 1:00 p.m. Networking Luncheon and Awards Ceremony

1:00 - 1:15 p.m. Break - Audubon Foyer (1st Floor)

1:15 - 2:15 p.m. Breakout Session II: Parent's Bill of Rights and Parental Rights in Education - What You Need to Know (We Think!)

1:15 - 2:15 p.m. Breakout Session II: The Harsh Reality of Cyber Attacks in Public Education, Is Your District Prepared?

1:15 - 2:15 p.m. Breakout Session II: Enrollment Marketing - How to Mitigate Student Loss

1:15 - 2:15 p.m. Breakout Session II: Powerful Insights From Your Peers - A Candid Panel Discussion With School Board Members (Recommended for New School Board Members)

2:15 - 2:30 p.m. Break - Audubon Foyer (1st Floor)

2:30 - 3:30 p.m. Breakout Session III: SRO Roles and Responsibilities: What all School Board Members Need to Know

2:30 - 3:30 p.m. Breakout Session III: Recruiting, Hiring, Training and Retaining Staff Members - Build Your Successful Leadership Pipeline!

2:30 - 3:30 p.m. Breakout Session III: Enrollment Marketing - How to Mitigate Student Loss

2:30 - 3:30 p.m. Breakout Session III: How to Stay Positive and Focused in Uncertain Times

2:30 - 3:30 p.m. Breakout Session III: The Perils of Posting, Tips Before Retweeting: Social Media Best Practices for School Board Members (Recommended for New School Board Members)

3:30 - 3:45 p.m. Break - Audubon Foyer (1st Floor)

3:45 - 4:15 p.m. FSBA - We Want You: Pathways to FSBA Leadership

3:45 - 4:45 p.m. FSBA Policy Committee Meeting

3:45 - 4:45 p.m. FSBA Equity Committee Meeting

4:30 - 5:00 p.m. FSBA Leadership Services Committee Meeting

5:30 - 6:30 p.m. Reception

Thursday, December 1, 2022 - TENTATIVE AGENDA

7:00 a.m. - 5:00 p.m. Conference Registration - Audubon Foyer (1st Floor)

7:30 - 8:30 a.m. Continental Breakfast & Coffee Break - Audubon Foyer (1st Floor)

7:30 - 8:30 a.m. Breakfast Meetings - FSBA Small District Council; Central Florida Public School Boards Coalition; and, FSBA/FADSS Joint Executive Committee

8:45 - 10:15 a.m. General Session II

10:15 - 10:30 a.m. Break - Audubon Foyer (1st Floor)

10:30 a.m. - 12:00 p.m. FSBA General Membership Business Meeting

10:30 a.m. - 5:00 p.m. FADSS Superintendent Leadership Development Training (Superintendents Only)

12:00 - 1:00 p.m. Networking Luncheon and Awards Ceremony

1:00 - 1:15 p.m. Break - Audubon Foyer (1st Floor)

1:15 - 2:15 p.m. Breakout Session I: Direct Employment vs. Contracted Law Firm: The Ins and Outs of Hiring Your Board Attorney

1:15 - 2:15 p.m. Breakout Session I: Control What You Can Control: How to Integrate Healthcare, Pharmaceutical and Worker's Compensation to Reduce Employee Cost

1:15 - 2:15 p.m. Breakout Session I: What Can We Expect From the 2023 Legislative Session?

1:15 - 2:15 p.m. Breakout Session I: Improving Student Outcomes Through Parent, Family and Community Engagement

1:15 - 2:15 p.m. Breakout Session I: THAT is the Question: Developing Effective Questioning Techniques for Good Governance

2:15 - 2:30 p.m. Break - Audubon Foyer (1st Floor)

2:30 - 3:30 p.m. Breakout Session I: Direct Employment vs. Contracted Law Firm: The Ins and Outs of Hiring Your Board Attorney

2:30 - 3:30 p.m. Breakout Session I: Control What You Can Control: How to Integrate Healthcare, Pharmaceutical and Worker's Compensation to Reduce Employee Cost

2:30 - 3:30 p.m. Breakout Session II: Parent's Bill of Rights and Parental Rights in Education - What You Need to Know

2:30 - 3:30 p.m. Breakout Session II: What Can We Expect From the 2023 Legislative Session?

2:30 - 3:30 p.m. Breakout Session I: Improving Student Outcomes Through Parent, Family and Community Engagement

2:30 - 3:30 p.m. THAT is the Question: Developing Effective Questioning for Good Governance

3:30 - 3:45 p.m. Break - Audubon Foyer (1st Floor)

3:45 - 4:45 p.m. General Session III

4:00 - 5:00 p.m. FELL General Membership Business Meeting

5:00 - 5:30 p.m. Greater Florida Consortium Business Meeting

5:30 - 6:30 p.m. Reception

Friday, December 2, 2022 - TENTATIVE AGENDA

8:00 - 10:30 a.m. Conference Registration - Audubon Foyer (1st Floor)

8:00 - 9:00 a.m. Continental Breakfast - Audubon Foyer (1st Floor)

9:00 -10:15 a.m. Meaningful Conversations and Collaboration with Members of Small Districts

9:00 - 10:15 a.m. Meaningful Conversations and Collaboration with Members of Medium Districts

9:00 - 10:15 a.m. Meaningful Conversations and Collaboration with Members of Large Districts

10:15 a.m. - 12:00 FSBA Staff Available for Q&A, Consultations, and Coaching - Audubon Foyer (1st Floor)

12:00 noon Adjourn
Florida School Boards Association

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: Board Member Conference Registration Fees

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	110	7100	730	9100	401	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 30, 940.00	$ 0	$ 16,306.00	$ 14,634.00	$ 2,875.00	$ 11,759.00

Account Name: Board Member Conference Travel

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	110	7100	333	9100	401	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 12,000.00	$ 0	$ 150.00	$ 11,850.00	$ 3,470.00	$ 8,380.00

B. Item Currently Not Budgeted -**

Funding Source:
Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source:
Account Name:

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: (X)
New for Current Year: ( )

Prior Year Approved Budget: $ 41,000.00
Prior Year Actual Spent: $ 21,404.24

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # *25. 23-1040 11/22/2022

Title and Board Action Requested
Appointment of the School Board Attorney

Executive Summary
The Board will appoint the School Board Attorney.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
pogue_k@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact
The cost for this agenda item is $ 0, see attached budget sheet. The cost for the previous fiscal year was $ 0. If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made as of the 25th day of October, 2022 by and between the **HERNANDO COUNTY SCHOOL BOARD**, (hereinafter the "School Board") and **McCLAIN ALFONSO, P.A.**, a Legal Professional Association (hereinafter "Law Firm").

WITNESSETH

WHEREAS the School Board and the Law Firm desire to enter into an Agreement whereby the Law Firm shall provide legal services, advice, and counsel to the School Board and both parties desire to set forth the provisions of their agreement in writing.

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

1. Scope of Services: The Law Firm shall provide legal services, advice, and legal counsel to the School Board during the term of this Agreement, of the nature and type generally described in the attached Exhibit "A" which is incorporated herein by this reference.

2. Rates for Legal Services: The School Board will pay a monthly retainer of $4,950.[1] This amount represents minimum monthly payment for attorney availability for legal services specified in Exhibit "A" attached hereto. To the extent that the School Board's needs for legal services exceed the hours of retainer payments, the School Board agrees to pay the Law Firm for attorney services for non-Board-Certified attorneys at the rate of $175 per hour, and for Board Certified attorneys at the rate of $225 per hour, for both litigation and non-litigation services. The initial increment for billable time shall be measured in tenths of an hour (rather than in quarters of an hour).

3. Costs: The School Board agrees to pay and/or reimburse the firm for all costs advanced or expended on the School Board's behalf. To the extent utilized by the firm to more efficiently and economically serve the Board's legal needs, law clerks and legal assistants may be utilized, and shall be compensated at the rate of $55.00 per hour. The firm shall not charge the School Board mileage charges associated with travel to or within Hernando County for school board meetings, workshops, or other district meeting. Additionally, the School Board shall maintain membership dues for a designated representative of the firm in the Florida School Board Attorneys Association (FSBAA) for the District at School Board expense. Neither mileage nor attorney time related to travel or overnights for attendance at FSBAA conferences shall be billed to the School Board by the firm.

4. Duration of Engagement: The term of this agreement shall be one (1) year, beginning December 1, 2022, and may be renewed by the parties annually thereafter. Nevertheless, the Parties recognize that the Law Firm shall serve at the pleasure of the School Board, and may be terminated at the pleasure of the School Board without cause. In such circumstance, the School

[1] This amount represents an estimate of 28 hours per month at the rate of $175 per hour, or 22 hours at the rate of $225 per hour.

Board would be responsible for payment to the Law Firm of the retainer discussed above and any legal services performed through the end of the monthly period for which any Legal services were rendered.

The Law Firm may terminate this Agreement upon providing the School Board six (6) months advance notice, or such longer or shorter notice as the School Board may decide to be necessary or desirable in order to facilitate transition of the representation to the lawyer, lawyers, or law firm which the School Board chooses to succeed the Law Firm.

5. Periodic Billing: The Law Firm shall invoice the School Board for the retainer, legal services and costs on a monthly basis, and the School Board shall pay said invoice within 30 days of receipt.

6. Insurance: The Law Firm shall maintain in full force and effect its present policy of professional liability insurance with its existing coverage limits for the duration of this contract. The Law Firm may change insurers or increase the limits of coverage, at its option. The Law Firm will provide the School Board with evidence of this coverage upon request.

7. Ownership of Files: All files and the contents thereof, heretofore or hereafter created and maintained by the Law Firm in the performance of its duties as set out herein, shall be deemed to be the property of the Law Firm. Nothing contained in this contract shall be deemed to preclude the Law Firm from delivering to the School Board or any other person designated by the School Board, all documents possessed by the Law Firm, where such documents are classified as public records under Florida law.

8. Access to Information and Materials: In the recognition of the confidential relationship between the School Board and the Law Firm, the School Board does hereby provide to the Law Firm full and complete access to any and all information, documentation, photographs, files, reports, evaluations, drafts, letters, papers, computer print-outs, contracts, agreements, conveyances, publications, resolutions, budgets, budget materials, records, minutes, agendas, correspondence, notices, memorandums, policies, and any and all other writings or written materials in the possession, custody or control of the School Board and/or the unit of local government. The School Board does further agree to provide the Law Firm, without cost and upon request, with the original or copies thereof, of any and all of the foregoing materials, whether or not such materials are classified as "confidential" or otherwise classified to exclude the same from being a public record.

9. Conflicts of Interest: The Law Firm shall take all reasonable action to avoid taking on representation of any clients where there may be a conflict of interest, as follows:

A. Superintendent: In the event that it becomes necessary or desirable for the School Board to retain a separate attorney because of circumstances that may create a conflict of interest between the Superintendent and the School Board, the Law Firm shall represent the School Board in all such instances.

B. Pre-Existing Governmental Client: Prior to the execution of this Agreement,

the Law Firm has been engaged by contract to provide legal services to the District School Board of Pasco County, Florida and the Clerk of Circuit Court and Pasco County Comptroller. Although no conflicts of interest are contemplated between either of these Law Firm clients, in the even that such a conflict occurs, the Law Firm shall take all reasonable action to facilitate resolution of such conflict. In the event that such conflicts are irreconcilable with such clients, the School Board recognizes that it may be required to obtain legal advice and/or services from independent counsel other than the Law Firm.

C. Other Law Firm Clients: The School Board shall be given a ***most favored client status*** as to any Law Firm client and potential client of the Law Firm during the term of this Agreement, except as stated above. If any other representation of the Law Firm presents a potential conflict of interest with the Law Firm's representation of the School Board, the Law Firm shall seek to avoid such other representation and cause the other client to secure other legal representation.

D. Upon Termination of this Agreement: In the event that this Agreement is terminated, any conflicts of interest shall be deemed to be immediately waived, unless no such waiver is required according to the Florida Rules of Professional Conduct.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first indicated.

ATTEST:

HERNANDO COUNTY SCHOOL BOARD
BY:

John Stratton, Superintendent

Board Chair

MCCLAIN ALFONSO, P.A.
BY:

Dennis J. Alfonso, Shareholder

EXHIBIT "A"

I Scope of Services

1. Scope of Services for which hourly compensation is contemplated by this agreement are the following:

A. Attend all regular and special School Board meetings and workshops, except as otherwise excused by the School Board.

B. When requested, attend meetings concerning Special Education issues.

C. Promptly respond to written, oral, electronic, and telephonic communications from School Board Members, Superintendent, and authorized staff. This agreement recognizes that situations may occur or develop for School Board Members which require "emergency" access to the Law Firm by School Board or the Superintendent outside of the ordinary business hours. The School Board members and Superintendent shall have the access to the personal cell and home telephone numbers for designated, emergency attorney contacts of the Law Firm.

D. The Law Firm agrees that, if requested by the School Board, it shall work with the School Board and Superintendent to schedule periods of time during which an attorney member of the Law Firm present on-site at the School Board Administrate office, for "office hours" to facilitate access to the Law Firm by School Board Members, the Superintendent, and/or authorized staff.

E. Represent the School Board at public meetings or gatherings in Hernando County as requested by the School Board or Superintendent.

F. Prepare items for the School Board's agenda when directed by the School Board or requested by the Superintendent.

G. Represent the School Board orally and in writing when correspondence or communications are referred or submitted for the Law Firm's response.

H. Review and prepare construction contracts, service contracts, employment contracts, and other contracts, as requested or as necessary.

I. Review and make procedural and substantive recommendations regarding employee suspension, discipline, or termination. This may include attendance at pre-determination hearings as requested by the School Board or the Superintendent.

J. Review and make procedural and substantive recommendations regarding student suspension and expulsion.

K. Review and update established legal procedures as necessary.

L. Review and make recommendations regarding proposed School Board rules and policies.

M. Litigation in County, State and Federal Courts.

N. Litigation in arbitration proceedings.

O. Litigation in administrative hearings.

P. Represent the Board in employee grievance proceedings.

Q. Real estate acquisitions and closings.

R. Attendance at collective bargaining sessions, as requested.

S. Out-of-County appearance for the purpose of lobbying for or against proposed legislation.

T. Review and approval of documents and issuance of any necessary legal opinions related to tax anticipation notes, certificates of participation bond issues or other borrowing documents.

U. The School Board currently participates in the North East Florida Educational Consortium (NEFEC) under which it has a combined limited self-insurance program for property protection, general liability, automobile liability, workers' compensation, money and securities, employee fidelity and faithful performance, boiler and machinery, and other coverage. The Law Firm's role with regard to such claims shall limited to assisting defense counsel, and advising the Superintendent and School Board as may be necessary to facilitate defense of such claims.

V. Such other matters as the parties may agree. Although it is contemplated that the School Board will use the Law Firm for the legal services provided by this Agreement, if the legal needs of the School Board present a demand for a unique or specialized legal skill that the Law Firm does not regularly provide to its clients, the Law Firm shall inform the School Board that such specialized legal services are required or advisable. The Law Firm shall recommend that the School Board retain such other competent legal counsel at School Board expense to represent it with respect to the exceptional matter. In accordance with School Board policies, any such legal matter referred to other legal counsel will require the approval of the School Board according to established School Board policies and procedures.

Complete Section A **or** B; **and** C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

Account Name: No Financial Impact

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$		$		$		$		$		$

B. Item Currently Not Budgeted -**

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

Funding Source

Account Name

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project

Amount $

C. History

Check one:
Prior Year Budget: ○
New for Current Year: ○

Prior Year Approved Budget: $_____

Prior Year Actual Spent: $_____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

Hernando School District

School Board Regular Meeting

Agenda Item # 26. 23-1038 10/25/2022

Title and Board Action Requested
Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

Executive Summary
Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact
Kelly A. Pogue
Secretary to the School Board and General Counsel
Pogue_k@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 4: Communication & Community Engagement

Financial Impact
There is no financial impact.

Hernando County School Board
CITIZEN INPUT
PINK SPEAKER FORM

Part 1: The Process

- This is the opportunity for the public to address items on the Board's Agenda. Speakers who wish to address any matter of relevance to the operation of schools not included on the agenda, additional time will be reserved for Citizen Input at the end of the meeting's agenda.
- Each speaker will have three (3) minutes for each section of Citizen Input.
- Speakers must complete this *Citizen Input Speaker* form.
- Submit the completed form with any attachments you wish to share with the Board to the Board Secretary *prior* to speaking. The Board may not accept documents submitted while the speaker is providing input.
- The public is reminded that it may also address the Board with regard to items appearing on the agenda for public hearing at the time of the public hearing.

**Note: The Board typically does not respond to remarks or questions made during Citizen Input.*

- Inquiries or comments made during Citizen Input may be followed up with the citizen and reported back to the Board by the Superintendent or his/her staff as soon as possible.
- Although the Board encourages citizen participation, it must also be understood that no immediate action will be taken on items presented during the public comment portion of the meeting.
- If Board action is needed, the matter may be placed on the agenda of an upcoming meeting for further consideration.

Part II: Decorum

- Profanity is strictly prohibited.
- The negative use of any student's name, or references made to other students or families, is strictly discouraged.

PLEASE PRINT ALL INFORMATION BELOW:

Failure to complete this form or to sign below will prevent the Citizen Input form from being presented to the Board Chair.

LEGAL NAME: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

☑Please check if this matter pertains to other Hernando County School issues on which the School Board customarily takes action: *Citizen Input for topics not included on the agenda will be reserved for time at the end of the School Board meeting agenda.*

_____

_____

Reminders:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board should be attached to this form.
- The Chairperson may deny all forms submitted after the close of the Citizen's Input section of the agenda.

My signature is confirmation that I have read, understand and agree to abide by the guidelines listed above:

Signature of speaker: _____

Chairperson's Approval of form: _____

Chairperson's Denial of form based on Guideline No. _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____