Hernando School District

School Board Regular Meeting

Agenda - Final Revised

Tuesday, February 28, 2023 **6:00 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

REFLECTION

by Gus Guadagnino, Board Chair

PLEDGE OF ALLEGIANCE by Westside Elementary School Students

ADOPTION OF AGENDA

1. **23-1269** Approval to adopt the agenda dated February 28, 2023.

ELECTED OFFICIALS

STUDENT REPRESENTATIVE TO THE BOARD

2. **23-1273** 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. **23-1117** Recognition of the February HCSD Veteran

   Attachments: Budget Sheet - No Financial Impact

PROCLAMATIONS/RESOLUTIONS

4. **23-1198** Approve Proclamation No. P23-005, Newspaper in Education Week 2023

   Attachments: NIE Proclamation 2023
   Budget Sheet - No Financial Impact

5. **23-1243** Approve Proclamation No. P23-007 acknowledging PHSC's 50th Anniversary

   Attachments: P23-007 PHSC 50th Anniversary
   Budget Sheet - No Financial Impact

APPROVAL OF THE MINUTES

6. **23-1270** Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of February 14, 2023.

Attachments: 02-14-23 Informal Minutes DRAFT with links
02-14-23 Workshop Minutes DRAFT with links
02-14-23 Meeting Minutes DRAFT with links

EXPULSION RECOMMENDATIONS

7. **23-1218** Enter a Final Order Expelling the Student in Case No. E2023-01-01 for one (1) year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

8. **23-1283** Enter a Final Order Expelling the Student in Case No. E2023-02-01 for one (1) year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

9. **23-1271** Citizen Input on agenda items for this meeting (Green Form)

Attachments: Citizen Input Speaker Green Form 110917 ACC

ADOPTION OF CONSENT AGENDA (Item numbers 10-28)

Personnel Recommendations

10. **23-1276** Approval of the Personnel Recommendations

Attachments: February 28, 2023
Inst. Supplements & Differentiated Pay for 2-28-2023
2023 Noninst., PTS & Adm. Supplements for 2-28-2023

All Other Teaching & Learning Agenda Items

***11.** **23-1229** Approval of the 15-Year Charter Renewal for B.E.S.T. Academy

Attachments: BEST Renewal Request Letter
2020-2021 Accountability Report and Fiscal Year 2022 Capital Outlay Report
2022 Independent Auditor's Report
Original 2013 BEST Charter
BEST 2018 Amendment
BEST 2020 Amendment
BEST School Grade District-wide Comparison - 2021-2022
2021-2022 Hernando County School District School Grade Landscape BEST 2018 - 2022 School Grades
BEST 2020-2021 - 2021-2022 Data Profile
2022 F.S. 1002.33
2019-2020 District Annual Review with School Board Memorandum
2020-2021 District Annual Review with School Board Memorandum
2021-2022 District Annual Review with School Board Memorandum
BEST Completed Renewal Application
Hernando County School District Charter Renewal Tool Evaluation Tool - Final
HCSD B.E.S.T. Academy Charter Renewal Application Review Select Committee 2023
Budget Sheet

12. **23-1240** Approve out of state travel for Radiah Dent Palmer, to Greenwood, South Carolina and Chester, VA, to attend an accreditation visits for Charzanne Beauty College and Chester Career College, on behalf of the Council of Occupation Education.

Attachments: Charzanne Beauty College Invite2
Chester Career College Invite
LOA - TDL R. Dent July 2023
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

13. **23-1260** Approve out of state travel for Spring Hill Elementary School staff to Atlanta, GA to attend The Ron Clark Academy Professional Development Experience on March 23-24, 2023.

Attachments: Conference packet - agenda
budget sheets

14. **23-1266** Approve out of state field trip for Master Gunnery Sergeant Michael Arnett and NJROTC Cadets to Parris Island, South Carolina to visit the Marine Corps Recruit Depot on March 8 - March 10, 2023.

Attachments: CHS NJROTC Mar 2023 Summary - AMD
CHS NJROTC Mar 2023 Budget Sheet

15. **23-1285** Approve out of state field trip for Commander Christian Cruz and NJROTC Cadets to Rutledge, Georgia for NJROTC Orienteering National Competition on March 16 - March 20, 2023.

Attachments: CHS NJROTC Mar 16-20, 2023 AMD Summary
CHS NJROTC Mar 16-20, 2023 Budget Sheet

All Other Business Services Agenda Items

16. **23-1231** Approve Fiscal Year 2022-2023 Budget Amendment No. 2 for Quarter Ending December 31, 2022

Attachments: 23 GF BA 2
23 DSF BA 2
23 CPF BA 2
23 FSF BA 2
23 SRF BA 2
23 ESSER I BA 2
23 GEER I BA 2
23 ESSER II BA 2
23 ESSER III BA 2
23 ARP-HCY BA 2
23 CRRSA GEER II BA 2

17. **23-1274** Approve out of state travel for Mike Lastra, Principal of Eastside Elementary to Eastern Michigan University to attend a Career Fair on March 13, 2023 to March 15, 2023.

Attachments: Career Fair Description
Career Fair Registration
Lastra LOA
Agenda Item - Breakdown
Budget Sheet Sept 2021 Revised WITH Financial Impact

Job Descriptions

18. **23-1226** Approval of the job the description for PT Teacher - Wilton Simpson Technical College

Attachments: Teacher - Wilton Simpson Technical College Strikethrough
Teacher - Wilton Simpson Technical College Clean
HCTA_2020-2023-Contract-Revised-12-13-22 36
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

19. **23-1278** Approve the Job Description Updates for Students and Families in Transition Staff

Attachments: Coordinator SFIT strikethrough
Coordinator SFIT clean copy
Students and Families in Transition Specialist strikethrough
Students and Families in Transition Specialist Clean Copy
Students and Families in Transition Unaccompanied Youth strikethrough
Students and Families in Transition Unacccompanied Youth clean copy
2022-2023_Confidential_Placement_Schedule-Updated_10-24-22-ACC
2022-2023_PTS_Placement_Salary_Schedule-Updated_10-24-22-ACC
Budget Sheet - SFIT Specialist

All Other Communications & Government Relations Agenda Items

20. **23-1242** Approval of Calendar "B" as Recommended by the Calendar Committee

Attachments: 2023-24 Calendar - Option A
2023-24 Calendar - Option B
2023-24 Calendar Survey - Option A Results
2023-24 Calendar Survey - Option B Results
2023-24 Calendar Survey All Results
Budget Sheet - No Financial Impact

All Other Purchase Order/Bid Agenda Items

21. **23-1163** Approve the Purchase of Services from eduCLIMBER and Issuance of a Purchase Order in the Estimated Amount of $41,750.00 for the 2022-2023 School Year

Attachments: SS Letter eduCLIMBER
Federal Terms and Conditions for Contracts
Final Ren Hernando EC Quote
HCSB Data Security Agreement
Standard Addendum to Agreements
Board Presentation
US Terms of Service and License
eduCLIMBER Budget Sheet FINAL KP

22. **23-1206** Approve the sole source purchase of International Baccalaureate Examinations from International Baccalaureate Organization and authorize the purchase for $58,667.00.

Attachments: IB DIP 2023 Exam Invoice
IB Sole Source Provider Letter
Agenda Item 23-1206 - budget sheet

23. **23-1252** Approve the renewal of bid no. 20-931-21 RN, Commercial Food Service Equipment On-Site Repairs & Preventative Maintenance Services awarded to Main Commercial Cooking & Refrigeration and Webb's Food Service and authorize expenditures for an estimated annual spending of $100,000.

Attachments: BID Commercial Food
Budget Sheet2

24. **23-1265** Approve rejecting all bids for bid no. 23-206-24, Palo Alto Network Web filtering Firewall Equipment and Service Bid.

Attachments: 23-206-24 Palo Alto Bid
Budget Sheet NO Financial Impact

25. **23-1267** Approve the amendment to the agreement with Skanska USA Building, Inc., for construction goods and services for the Suncoast Technical Educational Center and authorize the purchase of construction goods & services for $10,236,610.00.

Attachments: 23-1267 AIA GMP Skanska Signed
23-1267 Budget Sheet

26. **23-1275** Approve piggybacking State of Florida, Florida board of Education bid no. ITB #202-02, Type A, Type C and Type D School Buses with Optional Equipment, awarded to Sun State International Truck, LLC and authorize the purchase for One (1) 77 Lift Passenger School Bus with Gatekeeper Back Cameras in the amount of $27,136.00. This purchase is contingent on the grant being approved in the amount $119,704.00 through the Driving Choice Grant Program.

Attachments: 23-071-33 PB Type A, C and D School Buses (02-28-23)
Hernando 77 Pass Bid No - 2023-2
6510 Lift Bus Budget Sheet 2 revised

27. **23-1281** Approve renewing bid no. 21-936-39 RN, Generator Equipment On-Site Repairs & Preventative Maintenance Services, to Paramount Power, Inc., for Generator Equipment On-Site Repairs & Preventative Maintenance Services and authorize the purchase for estimated annual amount of $43,620.00.

Attachments: 23-1281 Bid Tabulation
23-1281 Budget Sheet

28. **23-1282** Award Bid No. 23-420/425-26, Furniture-All Types, to Multiple Vendors and Authorize Purchases on an As-Needed Basis District-Wide, for an Estimated Annual Spending of $500,000.00

Attachments: 23-420-425-26 Furniture (02-28-23)
Furniture Budget Sheet

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

29. **23-1272** 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

30. **23-1250** Informational Item on the Updated Agreement with Equal Opportunity Schools (EOS)

Attachments: HCSD - 2022-23 EOS Agrmt Revised
2022-23 EOS Org Agrmt-Board Approved 7.26.22
AP Data Hernando County
EOS Sole Source Letter
Standard Addendum
Federal Terms and Conditions
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for March 28, 2023:
1:00 PM - Informal
2:30 PM - Workshop
6:00 PM - Regular Meeting

Hernando School District

School Board Regular Meeting

Agenda Item # 1. 23-1269 2/28/2023

Title and Board Action Requested
Approval to adopt the agenda dated February 28, 2023.

Executive Summary
The Superintendent of Schools, hereby requests the Board adopt the agenda dated February 28, 2023.

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. 23-1273 2/28/2023

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.

Agenda Item # 3. 23-1117 2/28/2023

Title and Board Action Requested
Recognition of the February HCSD Veteran

Executive Summary
The Public Information Officer, on behalf of the Superintendent of Schools, hereby wishes to recognize the February 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. 23-1198 2/28/2023

Title and Board Action Requested
Approve Proclamation No. P23-005, Newspaper in Education Week 2023

Executive Summary
The Public Information Officer, on behalf of the Superintendent of Schools, hereby requests the Board approve Proclamation number P23-005, acknowledging March 6-10, 2023 as "Newspaper in Education Week 2023" to encourage parents, students and teachers to read the newspaper daily in school and at home to enhance and enrich their lives.

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

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

Financial Impact
$ 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.

HERNANDO SCHOOL DISTRICT

Proclamation No. P23 -005
Newspaper in Education Week
March 6-10, 2023

WHEREAS, research tells us that the best way to help children discover the joy of reading and become lifelong readers is to involve them early and often; and

WHEREAS, helping a child learn and love to read improves students' chances for success in school and beyond; and

WHEREAS, research shows that students who learn using the newspaper as an educational resource are more likely to become lifelong readers and informed and engaged citizens; and

WHEREAS, Newspaper in Education is an international program that encourages the use of the daily newspaper as a "living textbook" for students from primary through adult education levels; and

WHEREAS, the Tampa Bay Times and Hernando Sun Newspaper in Education programs serve educators, students and families by providing classroom newspapers, companion materials and instructional support; and

WHEREAS, Newspaper in Education Week is commemorated and celebrated annually during the first full school week in March;

THEREFORE BE IT RESOLVED that the Hernando County School Board is pleased to commemorate Newspaper in Education Week 2023 and encourages students to read the newspaper daily in school and at home to enhance and enrich their lives.

Adopted at the regular session of the School Board meeting held on this 28th day of February 2023.

Gus Guadagnino
Board Chair

John Stratton
Superintendent

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 # 5. 23-1243 2/28/2023

Title and Board Action Requested
Approve Proclamation No. P23-007 acknowledging PHSC's 50th Anniversary

Executive Summary
The Public Information Officer, on behalf of the Superintendent of Schools, hereby requests the Board approve Proclamation number P23-007, acknowledging the 50th Anniversary of Pasco-Hernando State College.

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

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

Financial Impact
$ 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.

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Proclamation No. P23- 007
50th Anniversary of Pasco-Hernando State College

WHEREAS, PASCO-HERNANDO STATE COLLEGE provides quality, cost-effective higher education, and workforce training to more than 15,000 students annually; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE employs more than 500 full-time and permanent employees and 300 adjunct part-time faculty and staff, distinguishing the College as among the largest employers in the district; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE has provided degrees and certificates to more than 57,000 graduates, the majority of them employed and reside within the district; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE strategically partners with local industry and manufacturers, provides career, technical and workforce training in higher paying, in-demand fields, and offers opportunities via rapid credentialing, apprenticeship, and entrepreneurship programs for ecosystem-building locally, regionally, and statewide; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE offers in-person, hybrid, and online classes as well as fully online degrees and certificates, allowing students flexible options to earn credentials conveniently and cost-effectively; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE credentials transfer to partner universities and colleges, including the Associates in Arts Degree, that transfers to the State University System, allowing students to complete the first two years of a bachelor's degree locally and cost-effectively; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE offers bachelor's degrees, including the Bachelor of Science in Nursing and Bachelor of Applied Science Supervision and Management with five concentrations; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE provides arts education in dance, theatre, music, and digital multimedia, offered at the award-winning Instructional Performing Arts Center, a new $18 million facility located in Wesley Chapel; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE in collaboration with Pasco and Hernando County Schools, provides high school students with the opportunity to earn college credits at no charge through dual education articulation agreement and early college programs; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE receives $1.2 million in funds annually for scholarships, academic and program support, provided by the PHSC Foundation and awards $42 million in financial aid annually; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE supports seven intercollegiate athletic teams including men's baseball, basketball and cross country, and women's cross country, soccer, softball and volleyball; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE offers students numerous opportunities to participate in over 50 clubs, organizations, and intramural activities to enhance social and leadership skills; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE engages faculty, staff, students, and district residents in programs that address community social issues, including mental illness, addiction, suicide, incarceration, human trafficking, equity and LGBTQIA-concerns; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE introduces underserved populations to the value of higher education and workforce training, providing free academic services to support completion of degrees and certificates; and

WHEREAS, PASCO-HERNANDO STATE COLLEGE established in 1972, celebrates 50 years of services to the district, providing numerous academic and career opportunities to graduates, contributing an estimated $450 million to the local economy, and building stronger, better educated, economically-sound and more vibrant communities.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY SCHOOL BOARD AS FOLLOWS:

SECTION 1. The Hernando County School Board hereby recognizes and congratulates **PASCO_HERNANDO STATE COLLEGE** upon the occasion of its **50th Anniversary**.

SECTION 2. The Hernando County School Board hereby urges all Hernando County citizens to join in recognizing the tremendous influence that **PASCO-HERNANDO STATE COLLEGE** has had since opening and giving easy access to the residents and the opportunity to pursue and enjoy higher education, continuing education, and training thus improving our quality of life.

ADOPTED at the regular session of the School Board meeting held on this 28th day of February 2023.

_____	_____
Gus Guadagnino	**John Stratton**
Board Chair	**Superintendent**

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 # 6. 23-1270 2/28/2023

Title and Board Action Requested
Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of February 14, 2023.

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
352-797-7253

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, February 14, 2023 **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 Mark Johnson
Board Member Linda Prescott
Board Member Shannon Rodriguez

The Informal Meeting was called to order at 1:02 P.M. Linda Prescott arrived a few minutes late. Also present were Dennis Alfonso, School Board Attorney and John Stratton, Superintendent.

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. *Susan Duval - suggested Mrs. Rodriguez take the lead on Impact Fees with the BOCC*
2. *Susan Duval - staff recruitment/retention position*
3. *Susan Duval - redistricting WWK8 and preparing to redistrict the entire district for the 2024-25 school year*
4. *Linda Prescott - Governor possibly doing away with AP College Board courses*
5. *Gus Guadagnino - posting enrollment numbers publicly (newspaper/website)*
6. *Linda Prescott - instructional materials and book challenges: Gina Michalicka, Assistant Superintendent of Teaching & Learning, and Martha Ann Zopf, Supervisor of Literacy, Intervention & Elementary Academic Programs came forward to answer questions*
7. *Shannon Rodriguez - Half Cent Sales Tax - changing the verbiage on the ballot to allow for building schools*
8. *Mark Johnson - Workshop on building schools, satellite schools, existing "box" store, and leasing properties*
9. *Shannon Rodriguez - Lake in the Woods new development*

ADJOURNMENT

The Informal Meeting adjourned at 2:31 P.M.

Superintendent

Board Chair

Hernando School District

School Board Workshop

Minutes - Draft

Tuesday, February 14, 2023 **2:30 PM** **District Office-Board Room**
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

Present: Gus Guadagnino
Susan Duval
Mark Johnson
Linda Prescott
Shannon Rodriguez

The Workshop was called to order at 2:45 P.M. Also present were Dennis Alfonso, School Board Attorney and John Stratton, Superintendent.

PRESENTATIONS

1. **23-1098** Review and Tentative Approval of Neola Policy - Special Update November 2022.

Attachments: Special Update November 2022
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Lisa Becker, Executive Director of Business Services came forward to present this item. Discussion took place on the cost of fingerprinting and background checks. Mr. Stratton stated that he would like to workshop Safe Visitor.

Much discussion took place on policy #2520 & 2521: Instructional Materials. Gina Michalicka, Assistant Superintendent of Teaching & Learning; Martha Ann Zopf, Supervisor of Literacy, Intervention & Elementary Academic Programs; and John Morris, Director of Secondary Curriculum. Mr. Johnson requested a copy of the book that is being challenged. Mr. Stratton stated staff will bring back policy #2522 for discussion.

2. **23-1249** Update on the Rezoning Process

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Jim Lipsey, Manager of Planning, Design & Construction came forward to answer questions addressed by the Board. After much discussion, the consensus is to redistrict the entire district for the 2024-25 school year.

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

Updates provided by John Stratton, Superintendent on the following topics: teacher printer plan costs; teacher planning and workload group meeting is scheduled; before and after school times; workshop item coming on class size; one to one deployment workshop item; previous citizens comments on the civics book appeared to be an opinion; Interlocal meeting will be held on March 30th at PHSC North Campus; Floyd Elementary loop changes; Strategic Plan update; Winding Waters K-8 loop concerns; Westside Elementary loop concerns.

ADJOURNMENT

The Workshop adjourned at 3:58 P.M.

Superintendent **Board Chair**

Hernando School District

School Board Regular Meeting

Minutes - Draft

Tuesday, February 14, 2023 **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 Mark Johnson
Board Member Linda Prescott
Board Member Shannon Rodriguez

The Meeting was called to order at 6:00 P.M. Also present were Dennis Alfonso, School Board Attorney and John Stratton, Superintendent.

REFLECTION

by Shannon Rodriguez, Board Member

PLEDGE OF ALLEGIANCE by Spring Hill Elementary School

After the Pledge of Allegiance, Mr. Stratton announced that the Board decided to postpone the previously presented re-districting and directed the Superintendent to re-district the entire district for the 2024-25 school year. He stated that no changes will be made for the 2023-24 school year.

ADOPTION OF AGENDA

1. 23-1244 Approval to adopt the agenda dated February 14, 2023.

RESULT: **ADOPTED**
MOVER: Mark Johnson
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

STUDENT REPRESENTATIVE TO THE BOARD

2. 23-1245 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. **23-1237** Recognition of the Hernando County School District's FBLA Weeki Wachee High School Students

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Gina Michalicka, Assistant Superintendent of Teaching & Learning and Tina Vieira, FBLA Sponsor came forward to present this item.

4. **23-1180** Presentation of the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Award

Attachments: Award to Finance Department
Certificate of Achievement
GFOA-General-Purpose-Checklist-Oct2022
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Lisa Becker, Executive Director of Business Services came forward to present this item.

ELECTED OFFICIALS

A representative from Congressman Gus Bilirakis' office came forward to announce the 42nd Annual Art Competition that Congress hosts every year for high school students.

PROCLAMATIONS/RESOLUTIONS

5. **23-1211** Approve Proclamation No. P23-006, Black History Month 2023

Attachments: Proclamation - Black History Month 2023
Budget Sheet - No Financial Impact

RESULT: **ADOPTED**
MOVER: Mark Johnson
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

Karen Jordan, Public Information Officer came forward to present this item.

APPROVAL OF THE MINUTES

6. **23-1248** Approval of the Minutes from the Workshop and Regular School Board Meeting of January 24, 2023.

Attachments: 01-24-23 Workshop Minutes DRAFT with links
01-24-23 Meeting Minutes DRAFT with links
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Shannon Rodriguez
SECONDER: Mark Johnson
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

EXPULSION RECOMMENDATIONS

7. **23-1194** Enter a Final Order Expelling the Student in Case No. E2023-01-01 for one (1) year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Mark Johnson
SECONDER: Gus Guadagnino
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

8. **23-1195** Enter a Final Order Expelling the Student in Case No. E2023-01-02 for one (1) year.

Attachments: Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Gus Guadagnino
SECONDER: Mark Johnson
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

9. **23-1246** Citizen Input on agenda items for this meeting (Green Form)

Attachments: Citizen Input Speaker Green Form 110917 ACC

Mr. Dennis Alfonso, School Board Attorney, read the instructions for this item. The following citizen's came up to speak: Lisa Masserio - item #10. 23-1236 Personnel Recommendations and George Angeliadis - item #10. 23-1236, specifically item I.A.9.

Mr. Angeliadis stated that he was here to speak on his client's behalf and wanted to be sure that board members received confidential attachments that he provided. Mr. Angeliadis also requested that the board consider the suspension with pay. It was confirmed that they did receive the mentioned attachments. Mr. Matt Goldrick, Supervisor of Professional Standards came forward to explain that the suspension without pay is our normal operating procedure. After much discussion, Mr. Stratton warned that the discussion is getting beyond what the recommendation is before them now, which is the suspension of pay. Mr. Alfonso stated that they would need to state good cause in the motion as to why they are rejecting the Superintendent's recommendation on a personnel issue.

Ms. Duval made a motion to support the Superintendent's recommendation. The motion was seconded by Mr. Johnson. Motion carries 5-0.

ADOPTION OF CONSENT AGENDA

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

14. 23-1172: Accept the Audit of BEST Academy for Fiscal Year Ending June 30, 2022
15. 23-1173: Accept the Audit of Gulf Coast Academy of Science & Technology for Fiscal Year

Ending June 30, 2022

16. 23-1174: Accept the Audit of Gulf Coast Elementary for Fiscal Year Ending June 30, 2022

20. 23-1208: Terminate agreement with For Each 1 Reach 1 Mentoring Program for non-payment of meals served August 2022 to current. Termination date will be March 17, 2023

23. 23-1184: Approve piggybacking Choice Partners RFP #20/040 TP, Frozen and Chilled Beverages, awarded to Trident Beverages and authorize purchases for an estimated annual spending of $120,000

24. 23-1191: Approve piggybacking OMNIA Partners-region 4 Education Service Center (ESC) RFP No. 22-07, Contract No. 220701, Facility Technology Integration and Security System Services, for products and services related to technology integration and security systems awarded to ADT Commercial, LLC and authorize the purchase for estimated annual amount of $974,702.00 using Half-Cent Funds

27. 23-1200: Approve piggybacking General Services Administration (GSA) Contract #47QTCA22Doo8N, Wireless Mobility Services, awarded to T-Mobile for Wi-Fi on School Buses and approve the purchase of services for an estimated annual spending of $56,388.00

29. 23-1212: Approve renewing Bid No. 19-725-21 RN: Motorola Mobile/Portable Radios Installation and Repair Services, to Bearcom, Radio One and Tri-Co Communications, Inc. for Mobile/Portable Radios Installation and Repair Services and authorize the purchase for estimated annual amount of $194,900.00

30. 23-1213: Award RFQ No. 0052-201-2203, Construction Manager Services for HVAC Replacement for Brooksville Elementary School, to JE Dunn Construction Company, for construction goods & services and authorize the purchase for $5,900,000.00 using ESSER III Funds

31. 23-1214: Approve the purchase to continue and expand the AI technology at various locations throughout the District from Sole Source vendor Zeroeyes and authorize the purchase not to exceed $250,000.00 annually contingent on Safety Grant funding or Millage funding

32. 23-1215: Approve the purchase to continue and expand Armoured One 23 mil Window Film from Sole Source vendor Armoured One not to exceed $200,000.00 annually contingent on Safety Grant funding and/or Millage funding

RESULT: **APPROVED THE CONSENT AGENDA**

MOVER: Shannon Rodriguez

SECONDER: Linda Prescott

AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

Personnel Recommendations

10. **23-1236** Approval of the Personnel Recommendations

Attachments: February 14, 2023
2023 Noninst., PTS Adm. Supplements for 2-14-2023
2023 Inst. Supplements & Differentiated Pay for 2-14-2023

All Other Teaching & Learning Agenda Items

11. **23-1210** Approve the Affiliation Agreement Between Hernando HMA, LLC (FL) D/B/A: Bravera Health (Brooksville & Spring Hill) and the Hernando County School District

Attachments: CW3642844 Agreement HCSD
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

12. **23-1216** Approve the Affiliation Agreement Between Central High School, F.W. Springstead High School, and Nature Coast Technical High School and HCA FL Oak Hill Hospital

Attachments: Hernando Cnty Schls_Multi_Oak Hill_12-9-2022_Draft
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

All Other Business Services Agenda Items

13. **23-1171** Approval to Accept the Audit Report for the Hernando County Education Direct Support Organization, Inc. (Education Foundation) for Fiscal Year Ending June 30, 2022.

Attachments: 08201AR22 Final Hernando County Education Direct Support Or
Budget Sheet HCEF Audit ACC

17. **23-1201** Approve the Affiliation Agreement between Pasco-Hernando State College and Hernando County School District for the Student Field Experience Placement.

Attachments: Hernando COUNTY SCHOOL District MOU EPI Field Experience Ag
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

Job Descriptions

18. **23-1177** Approval of the Office of Safe Schools reorganization and Job Description changes.

Attachments: Copy of SafSch Reorg calc 02142023
Strikethrough 2022-2023 Confidential Placement Schedule 3 02142023
Bookkeeper-Office_of_Safe_Schools strikethrough
Job Description _Secretary I Safe Schools
Job Description _Safe Schools Accounting Specialist
Budget Sheet Sept 2021 Revised WITH Financial Impact OSS 01_09_23

All Other Support Operations Agenda Items

19. **23-1182** Approve the agreement and authorize the release of reversionary interest in property located at 15487 Citrus Way, Brooksville, Florida, back to the Board of County Commissioners of Hernando County, Florida.

Attachments: 23-1182 Quitclaim Deed Stamped
23-1182 Warranty Deed
23-1182 Budget Sheet

All Other Purchase Order/Bid Agenda Items

21. **23-1154** Award Bid No. 23-910-14, HVAC Equipment & Parts: Installation, Repairs, Services and Related Products to multiple vendors for the purchase, installation and repairs of HVAC systems and preventative services and authorize purchases for an estimated annual amount of $500,000.00.

Attachments: 23-910-14 HVAC Equipment & Parts 02-14-23
Budget Sheet Sept 2021 Revised WITH Financial Impact 2

22. **23-1161** Approve the amendment to the contract bid no. 22-360-22, Carpet & VCT: Installation, Removal & Repairs, awarded to Marks Flooring, Inc. to increase the estimated annual spending to $150,000.00.

Attachments: 22-360-22 AMEND Carpet VCT 01-24-2023
Marks Flooring Budget Sheet

25. **23-1197** Approve the 2022-2025 Dual Enrollment (DE) Articulation Agreement Between Embry-Riddle Aeronautical University (ERAU) and the Hernando County School Board and Issuance of Purchase Orders for an Estimated Annual Amount of $4,489.00

Attachments: Hernando - ERAU - GAI Agreement 2022
Budget Sheet - ERAU

26. **23-1199** Approve piggybacking Florida Buy Cooperative RFP #21-14, Contract #22-141, Custodial Supplies & Related Products, awarded to Pro-Link, Inc. and authorize the purchase for an estimated annual spending of $ 350,000.

Attachments: 23-485-25 PB Custodial & Janitorial 02-14-23 6
23-1199 Budget Sheet Updated

28. **23-1202** Approve cancellation of the agreement (Standard Form of Agreement Between Owner and Construction Manager as Constructor), with Manhattan Construction Company, Inc., for the Roofing & Ventilation Project at Transportation.

Attachments: 23-1202 CM Agreement FULLY EXECUTED
23-1202 Notice of Cancellation
23-1202 Budget Sheet

33. **23-1232** Approve the agreement and authorize the purchase of Microsoft licensing from Insight for $196,668.00

Attachments: Agreement
Standard Addendum to Agreements - HCSB- 052422
Insight Bid
Budget Sheet

34. **23-1235** Approve the amendment to the piggyback of Sourcewell Cooperative, RFP #080819 for Flooring Materials, with Related Supplies and Services awarded to Tarkett USA Inc. to increase the estimated spending to $1,400,000.00.

Attachments: Flooring Materials Tarkett 02-14-23
Maint Capital Millage Carpet & Flooring Budget Sheet

35. **23-1238** Award Bid No. 23-670-22, Plumbing Products, Fixtures, Equipment, Parts & Supplies to Best Plumbing Specialties, Inc. & Tampa Winsupply, Inc, for plumbing products, fixtures, equipment, parts and supplies and authorize purchases for estimated annual spending of $100,000.00.

Attachments: Plumbing Parts 02-14-2023
Budget Sheet Plumbing

36. **23-1239** Approve the Agreement for Construction Manager Services for the Ceiling and LED Lighting Upgrade Project at Fox Chapel Middle School and authorize the purchase of construction goods & services from The A.D. Morgan Corporation for $1,800,000.00.

Attachments: 23-1239 Agreement with Exhibits
23-1239 Budget Sheet

All Other School Board Agenda Items

37. **23-1196** Approval Requested for out of county travel for School Board Member(s) to attend the FSBA 36th Annual Day in the Legislature and New School Board Academy Part 2 from March 14, 2023 through March 17, 2023 in Tallahassee, FL, that may exceed $500 per Board Member.

Attachments: FSBA New School Board Member Academy Agenda - Tallahassee
FSBA 36th Annual Day in the Legislature Agenda - Tallahassee
FSBA 36th Annual Day in the Legislature- Cost Breakdown
Budget Sheet FSBA 36th Day in the Legislature

38. **23-1227** Approval to amend the Superintendent's contract for mileage reimbursement.

Attachments: superintendent contract DRAFT 012723 Clean
Budget Sheet - Stratton Mileage 021423

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

14. **23-1172** Accept the Audit of BEST Academy for Fiscal Year Ending June 30, 2022

Attachments: 2022 brooksville engineering science and technology
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Mark Johnson
SECONDER: Shannon Rodriguez
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled for discussion by Board Member Prescott. She thanked Mrs. Young, Principal of BEST Academy for her presentation.

15. **23-1173** Accept the Audit of Gulf Coast Academy of Science & Technology for Fiscal Year Ending June 30, 2022

Attachments: 2022 gulf coast academy of science and technology
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Linda Prescott
SECONDER: Mark Johnson
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled for discussion by Board Member Prescott. She thanked Mr. Seifert, Principal of Gulf Coast Academy.

16. **23-1174** Accept the Audit of Gulf Coast Elementary for Fiscal Year Ending June 30, 2022

Attachments: 2022 gulf coast elementary school
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Linda Prescott
SECONDER: Mark Johnson
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled for discussion by Board Member Prescott. She thanked Mr. Seifert, Principal of Gulf Coast Elementary.

20. **23-1208** Terminate agreement with For Each 1 Reach 1 Mentoring Program for non-payment of meals served August 2022 to current. Termination date will be March 17, 2023.

Attachments: E1R1 Contract
Email correspondence
E1R1 Invoices
Budget Sheet Sept 2021 Revised NO Financial Impact ACC

RESULT: **ADOPTED**
MOVER: Shannon Rodriguez
SECONDER: Mark Johnson
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Members for discussion. Ms. Lori Drenth, Director of Food & Nutrition Services came forward to answer questions addressed by the Board. Ms. Drenth explained how they got to this point. Mr. Johnson asked what the procedures are for collecting.

Motion to terminate the agreement and to pursue collection remedies, with the Superintendent and Chair to do so.
Moved by Shannon Rodriguez, Seconded by Mark Johnson, Motion carries 5-0.

23. **23-1184** Approve piggybacking Choice Partners RFP #20/040 TP, Frozen and Chilled Beverages, awarded to Trident Beverages and authorize purchases for an estimated annual spending of $120,000.

Attachments: 23-385-27 PB Frozen and Chilled Beverages 02-14-23
Original Award Letter
Original RFP 2
Trident Beverage Docs-R2-signed
Smart Snacks
Trident Budget Sheet

RESULT: **ADOPTED**
MOVER: Mark Johnson
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member, Shannon Rodriguez for discussion. Ms. Lori Drenth, Director of Food & Nutrition Services came forward to answer questions addressed by the Board. Ms. Drenth explained this item.

24. **23-1191** Approve piggybacking OMNIA Partners-region 4 Education Service Center (ESC) RFP No. 22-07, Contract No. 220701, Facility Technology Integration and Security System Services, for products and services related to technology integration and security systems awarded to ADT Commercial, LLC and authorize the purchase for estimated annual amount of $974,702.00 using Half-Cent Funds.

Attachments: 23-1191 Security Sys Srvcs BID TABULATION
23-1191 Security Sys Srvcs BUDGET SHEET

RESULT: **ADOPTED**
MOVER: Mark Johnson
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Members Mark Johnson for discussion. Mr. William Hall, Fire Official/Plans Examiner, came forward to answer questions addressed by the Board.

27. **23-1200** Approve piggybacking General Services Administration (GSA) Contract #47QTCA22Doo8N, Wireless Mobility Services, awarded to T-Mobile for Wi-Fi on School Buses and approve the purchase of services for an estimated annual spending of $56,388.00.

Attachments: 23-915-29 PB Wireless Mobility Services 02-14-23
3690 T-Mobile budget Sheet

RESULT: **ADOPTED**
MOVER: Linda Prescott
SECONDER: Gus Guadagnino

AYES: Guadagnino, Duval, Prescott

NAYS: Johnson, Rodriguez

This item was pulled by Board Member, Shannon Rodriguez for discussion. Mr. Ralph Leath, Director of Transportation and Mrs. Angela Kennedy, Director of Federal Programs came forward to answer questions addressed by the Board.

29. **23-1212** Approve renewing Bid No. 19-725-21 RN: Motorola Mobile/Portable Radios Installation and Repair Services, to Bearcom, Radio One and Tri-Co Communications, Inc. for Mobile/Portable Radios Installation and Repair Services and authorize the purchase for estimated annual amount of $194,900.00.

Attachments: 23-1212 Bid Tabulation
23-1212 Budget Sheet

RESULT: **ADOPTED**

MOVER: Gus Guadagnino

SECONDER: Susan Duval

AYES: Guadagnino, Duval, Prescott, Rodriguez

NAYS: Johnson

This item was pulled by Board Member, Mark Johnson for discussion. Mr. William Hall, Fire Official/Plans Examiner came forward to answer questions addressed by the Board. Mrs. Kendra Sittig, Director of Budget also came forward to explain this item.

30. **23-1213** Award RFQ No. 0052-201-2203, Construction Manager Services for HVAC Replacement for Brooksville Elementary School, to JE Dunn Construction Company, for construction goods & services and authorize the purchase for $5,900,000.00 using ESSER III Funds.

Attachments: 23-1213 RFQ
23-1213 Addendum 1
23-1213 Score Sheets Step 2
23-1213 CM Agreement Signed by JE Dunn2
23-1213 Budget Sheet

RESULT: **ADOPTED**

MOVER: Mark Johnson

SECONDER: Gus Guadagnino

AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member, Shannon Rodriguez for discussion. Mr. Brian Ragan, Director of Facilities & Construction came forward to answer questions addressed by the Board.

31. **23-1214** Approve the purchase to continue and expand the AI technology at various locations throughout the District from Sole Source vendor Zeroeyes and authorize the purchase not to exceed $250,000.00 annually contingent on Safety Grant funding or Millage funding.

Attachments: Fully executed data security agreement zeroeyes
Budget Sheet Sept 2021 Revised WITH Financial Impact Zeroeyes

RESULT: **ADOPTED**
MOVER: Mark Johnson
SECONDER: Gus Guadagnino
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member, Mark Johnson for discussion. Ms. Jill Renihan, Director of Safe Schools came forward to answer questions addressed by the Board. Mr. Johnson expressed his concerns with the funding for this item and with sole source purchases.

32. **23-1215** Approve the purchase to continue and expand Armoured One 23 mil Window Film from Sole Source vendor Armoured One not to exceed $200,000.00 annually contingent on Safety Grant funding and/or Millage funding.

Attachments: Budget Sheet Sept 2021 Revised WITH Financial Impact Armoured one

RESULT: **ADOPTED**
MOVER: Susan Duval
SECONDER: Linda Prescott
AYES: Guadagnino, Duval, Johnson, Prescott, Rodriguez

This item was pulled by Board Member, Mark Johnson for discussion. Ms. Jill Renihan, Director of Safe Schools came forward to answer questions addressed by the Board. Mr. Johnson explained that the budget sheets need to be more detailed.

The Board recessed at 8:32 P.M. and reconvened at 8:39 P.M.

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

39. **23-1247** 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

After some discussion, it was explained that item #37 & #38 were on the consent agenda. Mrs. Rodriguez asked to go back to the recording to show that she pulled item #34 & #38. The Board recessed at 8:41 P.M. and reconvened at 8:47 P.M. After reviewing the video, it was determined that the items were not pulled.

Mr. Dennis Alfonso, School Board Attorney read the instructions for this item. The following citizen's came forward to speak: Hamilton Hanson, Kim Mulrooney, Elizabeth

Marion, Carla Johns, Fawn Renczkowski, Diane Liptak, Mary Mazzuco, Jane Heid, Kathy Birren, David Phillipsen, Pam Everett and James Couchman.

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

Mr. Johnson shared information on various projects he is working on. Mrs. Rodriguez thanked everyone for coming out. She shared her experiences being a school board member and asked everyone to be mindful of the work board members put in. Mrs. Prescott shared upcoming events that she will be in attendance at. She stated that she does want to work together. Mr. Stratton stated that our staff works hard and understands being fiscal responsible. He asked that the Board ask their questions and then have the discussion with him. He stated that staff do not need to be here. He asked the Board to not go after staff and to give him direction and he will direct staff. Mr. Stratton congratulated Kendra Sittig and Joyce McIntyre and their department for 20 years of excellence. He mentioned that the district lost one of our students. Ms. Duval thanked Gina Doherty, Student Representative to the School Board for putting the most recent meeting together. She also introduced a video on the district wide Literacy Week.

ADJOURNMENT

The Meeting adjourned at 9:40 P.M.

Superintendent **Board Chair**

Agenda Item # 7. 23-1218 2/28/2023

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2023-01-01 for one (1) year.

Executive Summary
The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expels one student from Endeavor Academy for one (1) year, for committing level II violations of the Student Code of Conduct.

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.

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 # 8. 23-1283 2/28/2023

Title and Board Action Requested
Enter a Final Order Expelling the Student in Case No. E2023-02-01 for one (1) year.

Executive Summary
The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board expels one student from Deltona Elementary School for one (1) year, for committing a level IV violation of the Student Code of Conduct.

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.

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 # 9. 23-1271 2/28/2023

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
(352) 797-7253

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: _____

Agenda Item # 10. 23-1276 2/28/2023

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
Sharnakay Johnson – Teacher, EES – From 2/6/2023 through 5/1/2023 (Personal Childcare)
Florence Kavanagh – Teacher, HHS – From 1/9/2023 through 1/27/2023
Florence Kavanagh – Teacher, HHS – From 1/30/2023 through 3/9/2023 (Intermittent)
Dorothy Marr – Teacher, SHES – From 2/3/2023 through 4/12/2023 (Extension)

Return From Leave Early
Tina Cavallino – Teacher, WWHS – 1/30/2023

2. Instructional Appointments and Approval of Probationary Contract (10)
Dheron Barnes – Teacher, WWHS – 1/27/2023
Cassidy Bryant – Teacher, BES – 1/23/2023
Shayna Carr – Teacher, WWHS – 1/23/2023
Tanya Cotner – Teacher, DES – 1/30/2023
Kathleen Cummings – Teacher, FWSHS – 1/26/2023
Kerri Davis – Teacher, SES – 1/30/2023
Sara Lewis – Teacher, SES – 1/27/2023
Nicole Phillips – Teacher, PGES – 1/23/2023
Nelson Villanueva – Teacher, WWK8 – 1/23/2023
Nancy Williams – Teacher, WWK8 – 1/23/2023

Approve Out-of-Field Teachers: (Core Subject)
Cyndee Cason– Teacher, PGES – 2/14/2023

Approve Out-of-Field Teachers: (ESOL) – 2/28/2023
Jennifer Arthur – Teacher, FES
Kathleen Cummings – Teacher, FWSHS
Kerri Davis – Teacher, SES
Roxanne Henry – Teacher, FCMS
Sara Lewis – Teacher, SES
Crystal Cox – Teacher, WWHS
Caylin Diaz – Teacher, PGES
Nickeisha Marshall – Teacher, PGES
Rachel Mederios – Teacher, PGES
Orkeisha Mitchell – Teacher, EES
Ingrid Thomas – Teacher, EES

3. Instructional Transfers (3)
Kara Groom – From Teacher, MES – To Teacher, WWK8 – 1/30/2023
Arianna King-Aldrich – From School Social Worker, WWK8 – To School Social Worker, Student Services – 1/30/2023
Kirsten Mihok – From Program/Staffing Specialist, ESE – To Teacher, WWHS – 1/23/2023

4. Instructional Separations (1)
Michael Munro – Teacher, WWHS – 2/10/2022 (Retirement)

5. Administrative Transfers (1)
Lore Adesso – From Assessment Coordinator, WWHS – To Assistant Principal, CHS – 1/23/2023

6. Non-instructional and Professional/Technical/Supervisory Leaves
   Carissa Aguiar – Registrar, WHMS – From 1/18/2023 through 6/30/2023 (Intermittent)
   Cheryl Garritillo – Bus Operator, Transportation – From 2/1/2023 through 5/31/2023 (Personal Illness Extension)
   Jodi Jarema – Bus Operator, Transportation – From 1/30/2023 through 3/30/2023 (Personal Illness)
   Patricia Predoehl – Paraprofessional, PGES – From 1/25/2023 through 2/28/2023 (Personal Illness)

7. Non-instructional and Professional/Technical/Supervisory Appointments (16)
   Luigi Campanaro – Environmental Services Technician I, DSPMS – 1/23/2023
   Joseph Charvat – Bus Operator, Transportation – 1/25/2023
   Jairo Cordova – Environmental Services Technician I, EK8 – 1/30/2023
   Kelya Gonzalez-Perez – FNS Rover, FNS – 1/26/2023
   Garrett Justice – Application Support Analyst, TIS – 1/23/2023
   Ruth Kessner – Paraprofessional, DES – 1/26/2023
   Laura Lutz – LPN, Student Services – 2/1/2023
   Kristen Mochnick – Paraprofessional, WWHS – 2/2/2023
   Cheanelly Montalvo – Paraprofessional, EK8 – 2/1/2023
   Jonathan Press – Maintenance Helper, Maintenance – 1/23/2023
   Mary Revis – Paraprofessional, DES – 1/30/2023
   Sarah Rios – Paraprofessional, PMS – 1/26/2023
   Breanna Scott – Environmental Services Technician I, WHMS – 1/30/2023
   Connie Smelser – Bus Operator, Transportation – 1/25/2023
   Christina White – Paraprofessional, WWK8 – 1/23/2023
   Robert Williamson – Computer Lab Manager, CK8 – 1/23/2023

8. Non-instructional and Professional/Technical/Supervisory Transfers (5)
   Kelly Demitro – From Secretary II, NCTHS – To Secretary II, HHS – 1/23/2023
   Julie Grese – From FNS Assistant I, WHMS – To FNS Assistant I, DES – 1/9/2023
   Natalie Legg – From Paraprofessional, PGES – To Paraprofessional, WWK8 – 1/23/2023
   Angel Pagain – From School Safety Guardian, Office of Safe Schools – To Lead School Safety Guardian, Office of Safe Schools – 1/23/2023
   Elizabeth Spalding – From FNS Assistant Rover, FNS – To FNS Assistant, FNS – 1/23/2023

9. Non-instructional and Professional/Technical/Supervisory Separations (12)
   Albert Alvarado – Bus Attendant, Transportation – 1/30/2023 (Resignation)
   Maria Baquero-Sierra – Paraprofessional, HHS – 2/17/2023 (Resignation)
   Luigi Campanaro – Environmental Services Technician, DSPMS – 1/30/2023 (Resignation)
   Ruben Chavez-Balderrama – Paraprofessional II, PGES – 2/24/2023 (Resignation)
   Keena Finley – Paraprofessional, DSPMS – 2/6/2023 (Resignation)
   Clair McDermott – FNS Assistant II, FNS – 2/17/2023 (Resignation)
   Shyann McElwain – Paraprofessional, DES – 2/17/2023 (Resignation)
   Carla Newman – Bookkeeper, SHES – 3/10/2023 (Retirement)
   Julia Salvato – Environmental Services Technician I, HHS – 2/14/2023 (Retirement)
   Karen Sheeler – Secretary I, FES – 2/10/2023 (Resignation)
   Enrique Tejada – Plumber III, Maintenance – 2/3/2023 (Resignation)
   Michael Watts – Fire Safety Inspector, Facilities – 1/27/2023 (Probationary Release)

10. The Superintendent recommends the termination of Luz Figueroa, Environmental Services Technician II, WWHS, effective 2/28/2023

11. Other

Additional Duty, and/or Additional Days/Hours

Suzanne Chabez-Balderama – Paraprofessional, PGES (Title I Engagement) – 1/23/2023 – 30 total hrs. (Title I)
Tonya Cotner – Teacher, DES (Facilitated Lesson Planning) – 1/30/2023 – 10 total hrs. (Title I)
Neil Donlon – Environmental Services Technician III, ESE (Clean Safe Schools and Parent Academy) – 1/23/2023 – 69 total hrs. (General Fund, Salary and Fringe)
MaryBeth Longcoy-Gisler – Teacher, PGES (Title I Engagement) – 12/16/2022 – 30 total hrs. (Title I)
Melissa Wilkerson – College and Career Specialist, Academic Services (Covering for eSchool Teacher) – 1/30/2023 – 15 total hrs. (School Budget)

Approve Teacher(s), FES (Title I Engagement) – 1/26/2023 – 30 total hrs. (Title I)
Michelle Chamberlin
Daria Newton
Renee Vainsi

Approve Paraprofessional(s), FES (Title I Engagement) – 1/26/2023 – 30 total hrs. (Title I)
Dorothy Leyden
Joann LoBianco

Approve Teacher(s), MES (Tutoring) – 1/30/2023 – 28 total hrs. (CRSSA ESSER II Literacy K3)
Dawn Becker
David Gordon
Savannah Holtz
Camille Lewis
Michele Morris
Shawna Wright

Approve Teacher(s), SHES (Tutoring) – 2/1/2023 – 31 total hrs. (CRSSA ESSER II Literacy K3)
Julie Allen
Julieann Daggett
Keelin Jones
Devon Pratser
Sandra Rathke
Stacey Visceglie
Erin Whitten

Approve Teacher(s), WES (Extended Day Tutoring) – 2/6/2023 – 29.25 total hrs. (Title I)
Danielle Parshook
Kelly Thompson

Adult Education Part Time Teacher(s) for 2022-2023 Year
Kevin Brancato

12. Supplements - see attached list(s)

Running Total (Per Attached List) 2022-2023 School Year

$	2,162,514.86	Instructional
$	99,679.34	Noninstructional
$	2,262,194.20	Sub-Total
$	452,438.84	Benefits (20.76%)
$	2,714,633.04	Total

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2022/2023			
		Board Action 2/28/2023	
Bloomfield, John	CHS	Track, Head Varsity Boys Coach	$ 2,735.25
Cephus, Jason	FCMS	Athletic Director eff. 1/18/23	$ 808.55
Albert, Luke	HHS	Track, Head Varsity Boys Coach	$ 2,735.25
Bruns, Jessica	HHS	Track, Asst. Varsity Girls Coach	$ 1,590.75
Day, Kenneth	HHS	Wrestling, Head Girls Coach	$ 1,590.75
Ellis, Tyson	HHS	Head Gender Equity Coach (Flag Football)	$ 1,590.75
Bingham, Shawn	HHS	Asst. Gender Equity Coach (Flag Football)	$ 945.00
Nelson, Taylor	HHS	FFA Sponsor eff. 1/3/23	$ 564.67
Pena, Brian	HHS	Wrestling, Asst. Varsity Coach	$ 1,590.75
Pritz, David	HHS	Wrestling, Varsity Coach	$ 2,735.25
Pritz, David	HHS	Wrestling, Asst. Girls Coach	$ 945.00
Sims, Michael	HHS	Baseball, Head Varsity Coach	$ 2,735.25
Arcidiacono, Tyler	NCTHS	Soccer, Boys Asst. Varsity Coach eff. 12/15/22	$ 611.83
Gore, Emily	NCTHS	Basketball, Head JV Girls Coach	$ 1,590.75
Mainella, Amy	NCTHS	Soccer, JV Girls Coach	$ 1,590.75
Murray, Mark	NCTHS	Wrestling, Asst. Girls- Gender Equity	$ 945.00
Anderson, Sherri	PMS	Track, Girls Coach	$ 1,515.15
Lewis, Sara	SES	Advanced Degree Instructional eff. 1/27/23	$ 1,078.68
Rodriguez, Maxine	SHES	Advanced Degree Instructional eff. 1/23/2023	$ 1,129.44
Giles, Matthew	SHS	Softball, JV Coach	$ 1,590.75
Reed, Theresa	WES	Extra Class 2/6/23-2/24/23 Title 1	$ 289.11
Rado, Jennifer	WES	Extra Class 2/6/23-2/24/23 Title 1	$ 270.15
Joswick, Emily	WES	Extra Class 2/6/23-2/24/23 Title 1	$ 270.15
Burke, Tracey	WES	Extra Class 2/6/23-2/24/23 Title 1	$ 270.15
Thibodeaux, Alyssa	WES	Extra Class 2/6/23-2/24/23 Title 1	$ 270.15
Rhoads, Brittany	WES	Extra Class 2/6/23-4/17/23 Title 1	$ 810.45
Child, Tom	WES	Extra Class 2/6/23-4/17/23 Title 1	$ 810.45
Williams, Allison	WES	Extra Class 2/6/23-4/17/23 Title 1	$ 810.45
Blevins, Christine	WES	Extra Class 2/6/23-4/17/23 Title 1	$ 810.45
Villanueva, Nelson	WWK8	Advanced Degree Instructional eff. 1/23/23	$ 1,129.44
Bruns, Travis	HHS	Cancel- Track, Asst. Varsity Girls Coach	$ (1,443.00)
Bruns, Travis	HHS	Cancel- Football, Asst. Varsity Coach Spring	$ (342.00)
Demitro, Kelly	NCTHS	Cancel- Lunch Duty 30 Min. end 1/20/2023	$ (500.00)
Herold, Jennifer	SHS	Cancel- Advanced Degree Instructional end 3/10/23	$ (685.28)
Gamez-Giaccone, Flor	WWK8	Cancel- Lunch Duty 30 Min. end 2/06/2023	$ (406.15)
		Total From Previous Agenda 2/14/2023	$ 2,162,514.86
		Total Instructional Supplement/Differentiated Pay	**$2,195,498.95**

NONINSTRUCTIONAL, PROFESSIONAL/TECHNICAL & ADMINISTRATIVE SUPPLEMENTS 2022/2023			
		Board Action 2/28/2023	
Justice, Garrett	TIS	Degree Supp. PTS eff. 1/23/23	$ 396.00
Watts, Michael	Facilities	Cancel- Degree Supp. PTS eff. 11/28/22 end 1/27/23	$ (378.00)
Tejada, Enrique	Maintenance	Cancel- Crew Chief end 02/03/2023	$ (412.86)
Valdespino, Mara	FWSHS	Cancel- Translator end. 2/3/2023	$ (400.00)
Baquero, Maria	HHS	Cancel- Translator end. 2/17/2023	$ (224.00)
		Total From Previous Agenda 2/14/2023	$ 100,698.20
		Total Noninstructional/PTS/Adm. Supplements	$ 99,679.34

Agenda Item # *11. 23-1229 2/28/2023

Title and Board Action Requested
Approval of the 15-Year Charter Renewal for B.E.S.T. Academy

Executive Summary
The Supervisor of School Choice, on behalf of the Superintendent of Schools, hereby requests the Board to approve a fifteen year charter renewal per state statute F.S. 1002.33 for Brooksville Engineering, Science and Technology Academy (B.E.S.T.)

My Contact
Dawn Williams
Supervisor of School Choice
352-797-7000 ext 448
Williams_d@hcsb.k12.fl.us

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

Financial Impact
The cost for this agenda item is $ 0 unknown until the District's portion of FTE is determined by enrollment, 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.

Brooksville Engineering, Science, &Technology
(BEST) Academy
835 School Street
Brooksville, Florida 34601
Main: (352)544-2373
FAX: (352)544-2375

October 13, 2022

Superintendent of Hernando County Schools and/or
Hernando County School Board Chairperson
919 North Broad Street
Brooksville, FL 34601
Phone (352) 797-7000

Reference: Charter School Renewal

Dear Superintendent and/or Hernando County School Board Chairperson,

On behalf of the Brooksville Engineering, Science, & Technology Academy (B.E.S.T.) Academy board of directors, students, staff, and administration, I respectfully request to be placed on the next available H.C.S.D. agenda. I am requesting an audience and submitting this letter for the purpose of seeking a ten-year charter renewal. We feel justified in our request, noting that we are fully staffed with an amazing team dedicated to providing an "Out of this World" educational experience, along with a plan for continued growth and high achievement.

The Brooksville Engineering, Science, & Technology Academy (B.E.S.T.) Academy board of directors and I request that the Superintendent of Hernando County Schools and/or the Hernando County School Board will approve this request so we may continue our service to South Brooksville and surrounding areas.

The Brooksville Engineering, Science. & Technology Academy (B.E.S.T.) Academy is an academic success, is a viable, visible organization in the community. is faithful to the terms of its charter, and has made significant student gains in the previous school year.

We hope to hear from you soon with a date and time we might appear before the Superintendent and the Hernando County School Board. Should you have any questions concerning this request, please contact Jamie Young, Principal, or Patricia Laird. B.E.S.T. Board Chairperson.

Respectfully,

Jamie Young
Principal

Patricia Laird
Board Chairperson

young@flbestacademy.org
http://www.flbestacademy.org

Brooksville Engineering, Science, & Technology Academy (B.E.S.T.) Academy is committed to providing students a unique education through weekly field experiences integrated with a hands-on advanced middle school curriculum.

Generate PDF

Accountability Report
General Information

Charter School Application - General Information

Each year, the governing body of every charter school in Florida must report on its progress to its sponsoring school district, pursuant to Section 1002.33 (9)(k), Florida Statutes. Each district must then forward these annual accountability reports to the Florida Commissioner of Education. The information below constitutes that report.

Various sections of this accountability report include the demographic information, student performance data, and financial accountability information required by law, but there also are sections that feature pertinent information on management companies, instructional staffing, school mission, and governance, among others.

This report has multiple purposes. Among them: to provide the general public critical information on the public charter schools in their communities, to provide sponsoring districts information on the schools in their portfolio, and to provide all constituents of public schooling the data necessary to examine this growing sector of education. Most importantly, however, the primary purpose of the annual accountability report is to help the district sponsor determine whether the charter school is meeting the terms of its charter and meeting or exceeding the student academic achievement requirements and goals agreed to in the charter contract. According to the Florida Standard Charter Contract, which must serve as the base of negotiations for all charter agreements in the State of Florida, "The sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this contract, including academic achievement goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School."

This purpose also is aligned with the Florida Principles & Standards for Quality Charter School Authorizing, drafted by the Department in collaboration with national experts and authorizers across Florida. The Principles & Standards provides that charter sponsors "grant initial charter contracts for a term of five years or longer only with periodic high-stakes reviews every five years or more frequently ..."

This report and past accountability reports are accessible at www.floridaschoolchoice.org.

Update Charter School Information

General contact information provided on this page will be visible to the public via the Charter School Directory at www.floridaschoolchoice.org

School	BROOKSVILLE ENGINEERING, SCIENCE AND TECHNOLOGY (B.E.S.T.) ACADEMY
District	HERNANDO
Opening Year	2013-2014
Conversion School?	No
Current Contract Dates	Begin:07/01/2020 End: 06/30/2023
Length of Current Contract in Years	2
School Address	835 SCHOOL ST BROOKSVILLE, FL 34601-4006
Mailing Address	835 SCHOOL ST BROOKSVILLE, FL 34601-4006
Principal	JAMIE YOUNG
Phone	3525442373
Fax	3525442375
E-mail Address	young@flbestacademy.org
School Website	http://flbestacademy.org/
Primary Service Type	K-12 General Education
Grade Levels Served	6-8 Actual: 06 - 08
Is school accredited?:	No
Accrediting Body	None
Mission Statement	BEST Academy provides a quality middle school education focused on science, technology, engineering and mathematics, engaging students in the educational process and developing life-long learners who can compete in the global market, all within a safe, caring, disciplined, and nurturing environment that serves the needs of the Brooksville community.

Partnership, Specialty Area & Management

Partnerships (Entity participating in creation and operation of the charter school)

If the charter school is operated by a university, community/state college, municipality or charter-school-in-the-workplace, select that organization from the list below or select none.

University

A state university may grant a charter to a lab school created under s. 1002.32 and shall be considered to be the school's sponsor. Such school shall be considered a charter lab school (Section 1002.33(2), Florida Statutes).

☐ University:

Community/State College

A Florida College System institution who worked with the school district or school districts in its designated service area to develop charter schools that offer secondary education. These charter schools must include an option for students to receive an associate degree upon high school graduation. (Section 1002.33(5)(4), Florida Statutes).

☐ Community/State College:

Municipality

A charter school-in-a-municipality designation may be granted to a municipality that possesses a charter; enrolls students based upon a random lottery that involves all of the children of the residents of that municipality who are seeking enrollment. (Section 1002.33(15)(c), Florida Statutes).

☐ Municipality:

Workplace:

A charter school-in-the-workplace may be established when a business partner provides the school facility to be used; enrolls students based upon a random lottery that involves all of the children of employees of that business or corporation who are seeking enrollment. (Section 1002.33(15)(b), Florida Statutes).

☐ Workplace

None

☑ None

Speciality

Select any specialty area that the charter school implements with fidelity and is central to achieving the charter schools mission.

Direct Instruction
Foreign Language
STEM

Education Service Provider/Management Company

If the charter school contracts with a for-profit or nonprofit management company for comprehensive and business services, select that company from the list below. If the name of the company does not appear in the list, forward the company's name, mailing address, phone number and email address to charterschools@fldoe.org.

Education Service
Provider/Management Company:
None

Governing Board

Governing Board

Please provide the governing board information and review the list of governing board members for accuracy. To update member information, click Edit. Click Add to create a member.

Governing Board Information

Governing Board Name:	Brooksville Engineering Science & Technology (BEST) Academy, Inc.
Governing Board FEIN:	461592154
Parent Liaison Name:	Patricia Laird

Pursuant to Section 1002.33 (7)(d)(1), Florida Statues, each charter school's governing board must appoint a

representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, charter school employee, or individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually in writing to parents and posted prominently on the charter school's website if a website is maintained by the school. The sponsor may not require that governing board members reside in the school district in which the charter school is located if the charter school complies with this paragraph.

Parent Liaison Phone: 3525843680

Parent Liaison Email: patricialaird@yahoo.com

Name	Contact Information	email	Position	Status	Governance Training Provided By	Date of Training	Type of Training
Fairella Cook	8177 WPA Road Brooksville FL 34601 Phone:3524287896	flocook47@yahoo.com	Member	Y	Kathleen W. Schoenberg	09/16/19	2 Hour refresher course
Marvin Gordon	P.O Box 10525 Brooksville FL 34603 Phone:3522381948	marvin.gordon53@gmail.com	Member	Y	Kathleen W. Schoenberg	04/25/22	4 Hour Initial Training
Tiffany Hoblit	21152 Lake Lindsey Rd Brooksville FL 34601 Phone:3522070147	tmnb81@yahoo.com	Secretary	Y	Kathleen W. Schoenberg	08/31/22	4 Hour Initial Training
Laird Patricia	704 W.Dr. ML King Jr Blvd Brooksville FL 34601 Phone:3525843680	patricialaird@yahoo.com	Chairperson/President	Y	Kathleen W. Schoenberg	01/30/20	2 Hour refresher course

Lottery and Student Membership

Student Information

Charter schools shall be open to all students who submit timely applications, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process. (Section 1002.33(10), Florida Statutes).

2020 - 2021 School Year

Number of applications received for the report year	100
Number of new student applications accepted/enrolled for the report year	54
Number of students on waitlist	8

2021 - 2022 School Year

Number of applications received for report year	80
Number of applications accepted for report year	74
Number of students on waitlist	0

Student Membership

Please review the total student enrollment data for February Survey 3 that has been provided by your school district for each school year. If the data is incorrect, please indicate in the comments section at the General Information. After you review click the submit data button.

2020-2021	2019-2020	2018-2019	2017-2018	2016-2017
93	91	111	123	124

Personnel Data

Personnel - Staff Data for the School Year

Florida Statutes 1002.33(k)(4) requires descriptive information about the charter school's personnel, including salary and benefit levels of charter school employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

Personnel

The pre-populated personnel data below has been supplied by your district. Please answer the criminal background check and employee family relation questions for each staff member.

Personnel Information	Criminal Background	If unsatisfactory, explain plan of	Related to other	If yes, state relationship:

	Check action:	employee?
JOSEPH AUGHTMAN • TEACHER, SOCIAL STUDIES, MIDDLE/JUNIOR • Annual Salary: $40,210.00 • Annual Benefits: $0.00	Satisfactory	No
ADRIANA BATES • TEACHER, WORLD LANGUAGE, MIDDLE/JUNIOR • Annual Salary: $40,190.00 • Annual Benefits: $0.00	Satisfactory	No
EVELESTINE BLACK • SUBSTITUTE TEACHER, BASIC PROGRAM • Annual Salary: $15,558.00 • Annual Benefits: $0.00	Satisfactory	No
KATHRYN BROWN • ADMINISTRATIVE ASSISTANT, ADMINISTRATION • Annual Salary: $30,238.00 • Annual Benefits: $0.00	Satisfactory	No
ERIN BROWNELL • TEACHER, SCIENCE, MIDDLE/JUNIOR • Annual Salary: $45,187.00 • Annual Benefits: $0.00	Satisfactory	No
HENRY BUFORD • PRINCIPAL, MIDDLE/JUNIOR HIGH • Annual Salary: $75,000.00 • Annual Benefits: $0.00	Satisfactory	No
KRISTIN BUNCH • SUBSTITUTE TEACHER, BASIC PROGRAM • Annual Salary: $14,686.00 • Annual Benefits: $0.00	Satisfactory	No
KATIE FRAZIER • TEACHER, LANGUAGE ARTS, MIDDLE/JUNIOR • Annual Salary: $40,004.00 • Annual Benefits: $0.00	Satisfactory	No
TAMMY OWENS • TEACHER, EXPLORITORY AND EXPERIENTIAL EDUCATION, MIDDLE/JUNIOR HIGH • Annual Salary: $24,960.00 • Annual Benefits: $0.00	Satisfactory	No

Personnel Summary

Personnel - Summary - As Reported February Suvery 3 of School Year

Staff Statistics

Staff Break down

Staff	Number	Percent
School Based Administrators	1	10.00%
Guidance Counselors	0	0.00%
Nurses	0	0.00%
Consultants	0	0.00%
Paraprofessional Staff	0	0.00%
Support Staff	0	0.00%
Clerical Staff	0	0.00%
Other Staff	0	0.00%
Instructional Staff Full Time	9	90.00%
Instructional Staff Part Time	0	0.00%
Total Staff	10	100%

Specialists	Number	Percent
ESE Specialist	0	0.00%
Reading Specialist	0	0.00%
Math Specialist	0	0.00%
Total	0	0%

Certifications	Number	Percent
Teachers with Professional Certification	6	75.00%
Teachers with Temporary Certification	0	0.00%
Totals	6	75%

Degrees	Number	Percent
Associates Degree	0	0.00%
Bachelor Degree	3	30.00%
CDA Degree	0	0.00%
Master Degree	3	30.00%
Specialist Degree	1	10.00%
Doctorate Degree	0	0.00%
Non-Applicable Degree	3	30.00%
Total All Degrees	10	100%

Facilities Data and Ownership

Facilities

Florida Statues 1002.33(k)(3) requires, documentation of the facilities in current use and any planned facilities for use by the charter school for instruction of students, administrative functions, or investment purposes.

Please provide information on space usage within your school.

Please provide information on space usage within your school.

Total Buildings

Total Permanent Buildings	**2.00**
Total Number of Campuses	**1.00**
Total Portable Buildings	**1.00**

Portable Buildings

Total Classrooms	**1.00**
Total Number of Offices	**1.00**
Total Investment Property	**0.00**

Total Investment Property 0.00

Permanent Buildings

Total Number of Classrooms	**6.00**
Total Number of Offices	**2.00**
Total Permanent Investment Property	**0.00**

Facilities Data - Ownership.

Update Charter School Information

Does the school use any district owned buildings?	**No**
If school does not use district facility, indicate the ownership type	**Lease**
Owner Name	**Mid Florida**
Yearly Mortagage /Lease Amount($)	**$50,400.00**

Financial Audit

Financial Audit for Fiscal Year 2021

File	FiscalYear
Open	2021

Financial Recovery Plan

Financial Recovery Plan

Please respond to the questions below for the period from July 1,2020 to June 30,2021

Was the school required to submit a financial recovery plan?	No
What is the status of the financial recovery plan?	
Was the school required to submit a financial corrective action plan?	No
What is the status of the financial corrective action plan?	

School Grades

School Grades

Please review the Grades.

2020 - 2021	2019 - 2020	2018 - 2019	2017 - 2018	2016 - 2017
		B	C	C

School Improvement Rating

2020-2021	2019-2020	2018-2019	2017-2018	2016-2017
N/A	N/A	N/A	N/A	N/A

School Comments

Comments

District Comments:

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Charter School Portal
Office of Independent Education and Parental Choice

Capital Outlay Report

BROOKSVILLE ENGINEERING, SCIENCE AND TECHNOLOGY (B.E.S.T.) ACADEMY 2022-2023 Capital outlay Plan

This form must be completed and provided to the Florida Department of Education by July 1 for consideration to receive Charter School Capital Outlay funds, pursuant to Section 1013.62, Florida Statues. Upon completion and submission of this form (you are responsible for completing each section) it will be sent electronically to your sponsor for review. Your sponsor will review and certify the information in Section 1. The Department will then review and consider the sponsor's recommendation and make the eligibility determination.

Capital Outlay Plan Submitted by School on : 8/1/2022 8:01:18 AM
School Opened in: 2013-2014

As the charter school representive, I certify that I have read the memorandum regarding the submission of my Capital Outlay Plan. Memo

Section 1:

Yes		Did the school receive capital outlay funding for the 2021-2022 school year?

The charter school's sponsor can verify that (both criteria apply):

Yes	(a)	There exists an agreement with the charter school that includes provisions for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the district school board in the event that the school terminate operations.
Yes	(b)	The charter school was not created by the conversion of a public school; additionally, the charter school does not operate in facilities provided by its sponsor for a nominal fee or at no charge, and is not directly or indirectly operated by the local school district.

Section 2

A charter school must meet one of the following five criteria:

Please check the criteria that the school will meet for the upcoming (2022-2023) school year.

YES	(1)	For the 2022-2023 school year, the school will be in its third or more full year of operation.
	(2)(a)	By the beginning of the 2022-2023 school year, the school will be accredited by a regional accrediting association. (*Note: Pursuant to State Board of Education Rule 6A-2.0020, proof of regional accreditation must be sent to the Department of Education by December 1 of the fiscal year for which the charter school seeks funding.)*
		Date of Accreditation (or anticipated date:)
	(b)	The school anticipates receiving accreditation by a regional accrediting association during the 2022-2023 school year.(*Note: Pursuant to State Board of Education Rule 6A-2.0020, proof of accreditation must be sent to the Department of Education by December 1 of the fiscal year for which the charter school seeks funding.)*

Anticipated Date of Accreditation

(3) For the 2022-2023 school year, the school will establish an expanded feeder pattern with a charter school currently receiving capital outlay funds within the same school district.

a SENDER school which sends a majority of its population to:

District:

a RECEIVING school which receives majority of its population from:

District:

(4) Serves students in facilities that are provided by a business partner for a charter school-in-the-workplace pursuant to s.1002.33 (15)(b), F.S.

(5) Is governed by a governing board, which has been established in Florida for two or more years and operates both charter and charter conversion schools in Florida.

Please provide the name and MSID of the conversion charter school AND traditional charter school:

Conversion Charter School:

District:

Traditional Charter School:

District:

Section 3

A charter school must meet all of the following criteria to qualify for capital outlay funds:

Yes (1) The school's most recent audit does not reveal any of the financial emergency conditions provided in Section 218.503(1), F.S.

Yes (2) Has satisfactory student achievement based on state accountability standards applicable to charter schools.

Yes (3) Has received final approval from its sponsor pursuant to s. 1002.33, F.S. for operation in the coming fiscal year.

Yes (4) Serves students in facilities not provided by the charter school's sponsor:

(a) This IS NOT a conversion charter school utilizing district-owned facilities;

(b)Nor operating in a district-owned facility which is rented, leased, or otherwise made available to the charter school by the school district.

Section 4

A charter school may use charter school capital outlay funds for any of the following nine expenditures.
Please check the box(es) that apply.

✓ (1) The purchase of real property.

(2) The construction of school facilities.

✓ (3) The purchase, lease-purchase, or lease of permanent or relocatable school facilities.

	(4)	The purchase of vehicles to transport students to and from the charter school.
✓	(5)	the renovation, repair, and maintenance of school facilities that the charter school owns or is purchasing through a lease-purchase or long-term lease of 5 years or longer.
✓	(6)	The purchase, lease-purchase, or lease of computer and device hardware, and operating system software necessary for gaining access to or enhancing the use of electronic and digital instructional content and resources; and enterprise resource software applications that are classified as capital assets in accordance with the definitions the Governmental Accounting Standards Board. The software application must have a useful life of at least five years, and be used to support school-wide administration or state-mandated reporting requirements. Enterprise resource software may be acquired by annual license fees, maintenance fees or lease agreement.
✓	(7)	The payment of the cost of premiums for property and casualty insurance necessary to insure the school facilities.
	(8)	The purchase, lease-purchase, or lease of driver's education vehicles; motor vehicles used for the maintenance or operation of plants and equipment; security vehicles; or vehicles used in storing or distributing materials and equipment.
	(9)	The payment of the cost of the opening day collection for the library media center of a new school.

CERTIFICATIONS:

CHARTER SCHOOL REPRESENTATIVE

First Name: JAMIE Last Name: YOUNG

Comments:

✓ As representative of the charter school governing board, I certify that all information indicated above is accurate and current.

Sponsor Certification/Recommendation

First Name JOYCE Last Name MCINTYRE

✓ The school has sponsor approval to operate for the upcoming school year and is operating in a facility not provided by the sponsor.

Sponsor Supporting Documents

DEPARTMENT OF EDUCATION

Approved The Office of Independent Education and Parental Choice has reviewed and verified the indication(s) in Section 2 and certifies the charter school eligibility criteria to receive capital outlay funding this fiscal year.

Admin Comments:

Approve: Met two years of operation criteria

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BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

A Charter School and Component Unit of the
District School Board of Hernando County, Florida

INDEPENDENT AUDITOR'S REPORT

for the fiscal year ended JUNE 30, 2022

King & Walker, CPAs, PL

Certified Public Accountants

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BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

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KING & WALKER
CERTIFIED PUBLIC ACCOUNTANTS

Members:
Florida Institute of CPAs
American Institute of CPAs
Government Audit Quality Center

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Independent Auditor's Report

To the Board of Directors of the Brooksville Engineering, Science & Technology Academy, Inc.,
a Charter School and Component Unit of the District
School Board of Hernando County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Brooksville Engineering, Science & Technology Academy, Inc. ("School") a charter school and component unit of the District School Board of Hernando County, Florida, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the School, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, the Budgetary Comparison Schedule, and Note to Required Supplementary Information, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report August 15, 2022, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's, internal control over financial reporting and compliance.

King & Walker, CPAs

August 15, 2022
Tampa, Florida

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

A Charter School and Component Unit of the District School Board of Hernando County, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS - (Unaudited)

The Management's Discussion and Analysis (MD&A) section of the annual financial report of the Brooksville Engineering, Science & Technology Academy, Inc. ("School") provides an overview of the School's activities for the fiscal year ended June 30, 2022.

Because the information contained in the MD&A is intended to highlight significant transactions, events, and conditions, it should be considered in conjunction with the School's financial statements and notes to financial statements, as listed in the table of contents.

FINANCIAL HIGHLIGHTS

- For the fiscal year ended June 30, 2022, the School's revenues exceeded expenses as shown on the School's statement of activities by $82,587.
- As shown on the statement of net position, the School reported an unrestricted net position balance of $230,830.

OVERVIEW OF THE FINANCIAL STATEMENTS

The basic financial statements consist of three components:

- ✓ Government-wide financial statements
- ✓ Fund financial statements
- ✓ Notes to financial statements

Government-Wide Financial Statements

The government-wide financial statements provide both short-term and long-term information about the School's overall financial condition in a manner similar to those of a private-sector business. The statements include a statement of net position and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the School presented on the accrual basis of accounting. The statement of net position provides information about the government's financial position, its assets and liabilities, using an economic resources measurement focus. The difference between the assets and liabilities, the net position, is a measure of the financial health of the School. The statement of activities presents information about the change in the School's net position and the results of operations, during the fiscal year. An increase or decrease in net position is an indication of whether the School's financial health is improving or deteriorating. To assess the overall financial position of the School, one needs to consider additional non-financial factors such as changes in the School student base funding level.

Fund Financial Statements

Fund financial statements are one of the components of the basic financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund financial statements provide more detailed information about the School's financial activities, focusing on its most significant funds rather than fund types. This is in contrast to the entity-wide perspective contained in the government-wide financial statements.

Governmental Funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, the governmental funds utilize a spendable financial resources measurement focus rather than the economic resources measurement focus found in the government-wide financial statements. The financial resources measurement focus allows the governmental fund financial statements to provide information on near-term inflows and outflows of spendable resources as well as balances of spendable resources available at the end of the fiscal year.

The governmental fund financial statements provide a detailed short-term view that may be used to evaluate the School's near-term financing requirements. This short-term view is useful when compared to the long-term view presented as governmental activities in the government-wide financial statements. To facilitate this comparison, both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation of governmental fund to governmental activities.

The School operates the following funds; a General Fund to account for its general operations and internal account activities, a Capital Projects Fund to account for financial resources that are restricted, committed or assigned to expenditures for capital outlays, and a Special Revenue Fund to account for Federal grant programs. For reporting purposes, the General Fund is considered a major fund. Data from the other governmental funds are combined into a single aggregate presentation.

The School adopts an annual budget for its General Fund. A budgetary comparison schedule, as required, has been provided for the General Fund to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of the School's current and prior year net position:

Net Position, End of Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
ASSETS			
Current and Other Assets	$ 246,742	$ 231,822	$ (14,920)
Capital Assets, Net	2,324	13,953	11,629
Total Assets	249,066	245,775	(3,291)
LIABILITIES			
Current Liabilities	86,870	992	(85,878)
Noncurrent Liabilities	-	-	-
Total Liabilities	86,870	992	(85,878)
NET POSITION			
Net Investment in Capital Assets	2,324	13,953	11,629
Unrestricted	159,872	230,830	70,958
Total Net Position	$ 162,196	$ 244,783	$ 82,587

Current Assets consists primarily of cash and cash equivalents (91%). Capital assets increased due to the purchase of furniture, fixtures and equipment assets. Liabilities consist of accounts payable. Total Net Position amounted to $244,783 which included an Unrestricted Net Position balance of $230,830.

The following is a summary of the School's net change in position for the current and prior year:

Operating Results for the Year

	Governmental Activities		
	6-30-21	6-30-22	Increase (Decrease)
Revenues:			
Federal Through State and Local	$ 17,560	$ 28,319	$ 10,759
State	649,804	520,697	(129,107)
Local and Other	11,471	48,400	36,929
Special Item - PPP Loan Forgiveness	-	86,084	86,084
Total Revenues	678,835	683,500	4,665
Expenses:			
Instruction	284,379	272,675	(11,704)
Board	30,977	24,166	(6,811)
General Administration	28,819	22,756	(6,063)
School Administration	147,719	133,747	(13,972)
Facilities Acquisition & Construction	43,209	50,647	7,438
Fiscal Services	16,510	2,811	(13,699)
Student Transportation	1,164	4,314	3,150
Operation of Plant	81,192	78,439	(2,753)
Community Service	1,769	9,745	7,976
Unallocated Depreciation	1,061	1,613	552
Total Expenses	636,799	600,913	(35,886)
Increase/(Decrease) in Net Position	$ 42,036	$ 82,587	$ 40,551

The largest revenue source for the School is the State of Florida (87%). Revenues from State sources for current operations are primarily received through the Florida Education Finance Program (FEFP) funding formula. The FEFP formula utilizes student enrollment data to determine the funds available for the School.

The largest concentration of expenses is in Instruction which accounted for 45% of total expenditures, and consists primarily of teachers' salaries.

FINANCIAL ANALYSIS OF THE SCHOOL'S FUNDS

Governmental Funds

As the School completed the year, its governmental funds reported a combined fund balance of $230,830.

BUDGETARY HIGHLIGHTS

The General Fund budget for the fiscal year ended June 30, 2022, was developed based on the School's anticipated revenues and expenditures, the expected student population for the school year. Over the course of the year, management monitors the budget and may revise the budget. Refer to the Budgetary Comparison Schedule for additional information.

CAPITAL ASSETS

The School's investment in capital assets for its governmental activities as of June 30, 2022, amounts to $13,953 (net of accumulated depreciation). This investment in capital assets includes furniture, fixtures, and equipment and motor vehicles. Additional information regarding the School's capital assets can be found in the notes to the financial statements.

DEBT

In the fiscal year 2019-20, the School received a Paycheck Protection Program Loan under the CARES Act of $86,084 to be used for payroll costs and health care benefits. This loan was forgiven in July 2021. Additional information regarding the loan can be found in the notes to the financial statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the School's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Principal, Brooksville Engineering, Science & Technology Academy, Inc., 835 School Street, Brooksville, Florida 34601.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF NET POSITION
June 30, 2022

	Government Activities
ASSETS	
Cash & Cash Equivalents	$ 210,454
Due From Other Agencies	13,242
Accounts Receivable	8,126
Capital Assets:	
Furniture, Fixtures, and Equipment, Net	13,953
Motor Vehicles, Net	-
Total Capital Assets	13,953
TOTAL ASSETS	245,775
LIABILITIES	
Accounts Payable	992
TOTAL LIABILITIES	992
NET POSITION	
Net Investment in Capital Assets	13,953
Unrestricted	230,830
TOTAL NET POSITION	$ 244,783

The accompanying notes to the financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2022

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expenses) Revenue and Changes Net Position: Governmental Activities
Governmental Activities:					
Instruction	$ 272,675	$ -	$ 25,258	$ -	$ (247,417)
Board	24,166		-		(24,166)
General Administration	22,756		-		(22,756)
School Administration	133,747		-		(133,747)
Facilities Acquisition & Construction	50,647		-	46,720	(3,927)
Fiscal Services	2,811		-		(2,811)
Student Transportation	4,314		-		(4,314)
Operation of Plant	78,439		-		(78,439)
Community Service	9,745	6,070	-		(3,675)
Unallocated Depreciation	1,613		-		(1,613)
Total Governmental Activities	$ 600,913	$ 6,070	$ 25,258	$ 46,720	(522,865)
General Revenue					
State Sources					473,977
Local and Other					42,330
Grants not restricted to specific program					3,061
Special Item - PPP Loan Forgiveness					86,084
Total General Revenues					605,452
Change in Net Position					82,587
Net Position - July 1, 2021					162,196
Net Position - June 30, 2022					$ 244,783

The accompanying notes to the financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS
June 30, 2022

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash & Cash Equivalents	$ 210,454	$ -	$ 210,454
Due From Other Agencies	13,242	-	13,242
Accounts Receivable	8,126	-	8,126
Total Assets	$ 231,822	$ -	$ 231,822
LIABILITIES			
Accounts Payable	$ 992	$ -	$ 992
Total Liabilities	992	-	992
FUND BALANCES			
Unassigned	230,830	-	230,830
Total Fund Balances	230,830	-	230,830
Total Liabilities and Fund Balances	$ 231,822	$ -	$ 231,822

The accompanying notes to the financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION
June 30, 2022

Total Fund Balances - Governmental Funds	$	230,830
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets, net of accumulated depreciation, used in governmental activities are not financial resources and therefore, are not reported as assets in governmental funds.		13,953
Total Net Position - Governmental Activities	$	244,783

The accompanying notes to financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2022

	General Fund	Other Governmental Funds	Total Governmental Funds
Revenues			
Intergovernmental:			
Federal Through State and Local	$ 3,061	$ 25,258	$ 28,319
State	473,977	46,720	520,697
Local and Other	48,400	-	48,400
Total Revenues	525,438	71,978	597,416
Expenditures			
Current - Education:			
Instruction	260,659	12,016	272,675
Board	24,166	-	24,166
General Administration	22,756	-	22,756
School Administration	133,747	-	133,747
Facilities Acquisition & Construction	3,927	46,720	50,647
Fiscal Services	2,811	-	2,811
Student Transportation	4,314	-	4,314
Operation of Plant	78,439	-	78,439
Community Service	9,745	-	9,745
Fixed Capital Outlay:			
Other Capital Outlay	-	13,242	13,242
Total Expenditures	540,564	71,978	612,542
Excess/(Deficiency) of Revenues Over Expenditures	(15,126)	-	(15,126)
Other Financing Sources (Uses):			
Special Item - PPP Loan Forgiveness	86,084	-	86,084
Total Other Financing Sources (Uses)	86,084	-	86,084
Net Change in Fund Balances	70,958	-	70,958
Fund Balances, July 1, 2021	159,872	-	159,872
Fund Balances, June 30, 2022	$ 230,830	$ -	$ 230,830

The accompanying notes to financial statements are an integral part of this statement.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2022

Net Change in Fund Balances - Governmental Funds		$ 70,958
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Capital Outlays	13,242	
Depreciation Expense	(1,613)	11,629
Change in Net Position - Governmental Activities		$ 82,587

The accompanying notes to the financial statements are an integral part of this statement.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

➢ Reporting Entity

Brooksville Engineering, Science & Technology Academy, Inc. ("School") is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, the Florida Not-For-Profit Corporation Act. The governing body of the School is the Board of Directors, which is comprised of not less than three members.

The general operating authority of the School is contained in Section 1002.33, Florida Statutes. The School operates under a charter of the sponsoring school district, the District School Board of Hernando County, Florida, ("District"). The current charter was effective through June 30, 2023, and is subject to annual review and may be renewed by mutual agreement between the School and the District. At the end of the term of the charter, the District may choose not to renew the charter under grounds specified in the charter. In this case, the District is required to notify the school in writing at least 90 days prior to the charter's expiration. During the term of the charter, the District may also terminate the charter if good cause is shown. In the event of termination of the charter, the District shall assume operation of the School. The School is considered a component unit of the District; therefore, for financial reporting purposes, the School is required to follow generally accepted accounting principles applicable to state and local governmental units.

Criteria for determining if other entities are potential component units which should be reported within the School's basic financial statements are identified and described in the Governmental Accounting Standards Board's (GASB) *Codification of Governmental Accounting and Financial Reporting Standards*, Sections 2100 and 2600. The application of these criteria provides for identification of any entities for which the School is financially accountable and other organizations for which the nature and significance of their relationship with the School are such that exclusion would cause the School's basic financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of the School.

➢ Basis of Presentation

Government-wide Financial Statements - Government-wide financial statements, including the statement of net position and the statement of activities, present information about the School as a whole.

Government-wide financial statements are prepared using the economic resources measurement focus. The statement of activities presents a comparison between direct expenses and program revenues for each function or program of the School's governmental activities. Direct expenses are those that are specifically associated with a service, program, or department and are thereby clearly identifiable to a particular function.

Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the School.

Fund Financial Statements - Fund financial statements report detailed information about the School in the governmental funds. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is reported in a separate column. Because the focus of governmental fund financial statements differs from the focus of government-wide financial statements, a reconciliation is presented with each of the governmental fund financial statements.

The School's major governmental fund is as follows:

- General Fund – to account for all financial resources not required to be accounted for in another fund, and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

Financial data from the remaining governmental funds are presented in the aggregate.

➢ Basis of Accounting

Basis of accounting refers to when revenues and expenditures, or expenses, are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are prepared using the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements imposed by the provider have been satisfied.

Governmental fund financial statements are prepared using the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers revenues to be available if they are collected within 30 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State, and other grant resources, revenue is recognized at the time the expenditure is made. Under the modified

accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, and compensated absences, which are recognized when due. Allocations of cost, such as depreciation, are not recognized in governmental funds.

- **Recently Issued Accounting Principles**

The School implemented GASB Statement No. 87, Leases, which establishes a single model for lease accounting based on the principle that leases are financing of the right to use an asset. This statement increases the usefulness of the Schools' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating. The School will recognize a lease liability and an intangible right-to-use asset, which applies to buildings, land and equipment. The provisions in GASB 87 are effective for periods beginning after June 15, 2021.

- **Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits and a certificate of deposit with financial institutions. Deposits on hand at financial institutions are insured by the Federal Deposit Insurance Company up to $250,000.

- **Capital Assets**

Expenditures for capital assets acquired or constructed for general School purposes are reported in the governmental fund that financed the acquisition or construction. The capital assets so acquired are reported at cost in the government-wide statement of net position but are not reported in the governmental fund financial statements. Capital assets are defined by the School as those costing more than $1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed

Capital assets are depreciated/amortized using the straight-line method over the following estimated useful lives:

Description	Estimated Lives
Furniture, Fixtures and Equipment	3 - 5 years
Motor Vehicles	5 years

- **Noncurrent Liabilities**

Long-term debt obligations that will be financed by resources to be received in the future by the general fund are reported in the government-wide financial statements, not in the general fund.

➢ **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The School does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until then. The School does not have any items that qualify for reporting in this category.

➢ **Net Position and Fund Balance Classification**

Government-wide Financial Statements

Net Position are classified and reported in three components:

- Net Investment in Capital Assets – consists of capital assets, net of accumulated depreciation, and reduced by the outstanding balances of any borrowings that are attributed to the acquisition or improvement of those assets.
- Restricted Net Position – consists of net position with constraints placed on their use either by external groups such as creditors, contributors, or laws or regulations of other governments.
- Unrestricted Net Position – all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements

GASB Codification Section 1800.142, *Fund Balance Reporting and Governmental Fund Type Definitions,* defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB requires the fund balance amounts to be reported within one of the following fund balance categories:

- Nonspendable – fund balance associated with inventories, prepaid expenses, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed or assigned). All nonspendable fund balances at year end relate to assets that are in nonspendable form.

- Restricted – fund balance that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation.
- Committed – fund balance that can be used only for the specific purposes determined by a formal action of the School's Board of Governance.
- Assigned – fund balance that is intended to be used by the School's management for specific purposes but does not meet the criteria to be classified as restricted or committed.
- Unassigned – fund balance that is the residual amount for the School's general fund and includes all spendable amounts not contained in the other classifications.

➢ **Order of Fund Balance Spending Policy**

The School's policy is to apply expenditures against nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance at the end of the fiscal year. First, nonspendable fund balances are determined. Then restricted fund balances for specific purposes are determined (not including nonspendable amounts). Any remaining fund balance amounts for the non-general funds are to be classified as restricted fund balance. It is possible for the non-general funds to be classified as restricted fund balance. It is possible for the non-general funds to have negative unassigned fund balance when nonspendable amounts plus the amount of restricted fund balances for specific purposes exceed the positive fund balance for non-general fund.

➢ **Revenue Sources**

Revenues for current operations are received primarily from the District pursuant to the funding provisions included in the School's charter. In accordance with the funding provisions of the charter and Section 1002.33(17), Florida Statutes, the School reports the number of full-time equivalent students and related data to the District.

Under provisions of Section 1011.62, Florida Statutes, the District reports the number of full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the Florida Education Finance Program (FEFP). Funding for the School is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent (FTE) students reported by the School during designated full-time equivalent student survey periods. The Department may also adjust subsequent fiscal period allocations based upon an audit of the School's compliance in determining and reporting FTE and related data. Normally, such adjustments are treated as reductions or additions of revenue in the year when the adjustments are made.

The basic amount of funding through the FEFP under Section 1011.62 is the product of the (1) unweighted FTE, multiplied by (2) the cost factor for each program, multiplied by (3) the base student allocation established by the legislature. Additional funds for exceptional students who do not have a matrix of services are provided through the guaranteed allocation designated in Section 1011.62(1)(e)2., Florida Statutes. For the fiscal year ended June 30, 2022, the School reported 80.12 unweighted FTE.

FEFP funding may also be adjusted as a result of subsequent FTE audits conducted by the Florida Auditor General pursuant to Section 1010.305, Florida Statutes, and Rule 6A-1.0453, Florida Administrative Code (FAC). Schools are required to maintain the following documentation for three years or until the completion of an FTE audit:

- Attendance and membership documentation (Rule 6A-1.044, FAC).
- Teacher certificates and other certification documentation (Rule 6A-1.0503, FAC).
- Documentation for instructors teaching out-of-field (Rule 6A-1.0503, FAC).
- Procedural safeguards for weighted programs (Rule 6A-6.03411, FAC).
- Evaluation and planning documents for weighted programs (Section 1010.305, Florida Statutes, and Rule 6A-6.03411, FAC).

The School receives federal or state awards for the enhancement of various educational programs. This assistance is generally received based on applications submitted to and approved by various granting agencies. For federal or state awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred.

The School receives state funds through the District under charter school capital outlay funding pursuant to Section 1013.62, Florida Statutes. Funds are based upon a capital outlay plan submitted to the District and are to be used for lease, rent or construction of school facilities. The School also receives funding through donations and fundraising efforts, school lunch sales and local property tax collections.

The School follows the policy of applying restricted resources prior to applying unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted assets are available.

- **Income Tax**

  The School is exempt from Federal tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been included in the accompanying financial statements. Additionally, no uncertain tax positions have been made requiring disclosure in the related note to financial statements. The School's income tax returns for the past three years are subject to examination by tax authorities and may change upon examination.

- **Use of Estimates**

  In preparing the financial statements in conformity with generally accepted accounting principles in the United States (GAAP) management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the statement of Net Position and affect revenues and expenditures for the period presented. Actual results could differ from those estimates.

- **Subsequent Events**

  Management has evaluated all events subsequent to the balance sheet date and through the report date, which is the date these financial statements were available to be issued. Management determined there are no subsequent events which require disclosure.

2. ACCOUNTS RECEIVABLE

The amount reported as accounts receivable in the accompanying statement of net position and balance sheet – governmental funds consists of amounts charged and due from students for activity fees in the General Fund. An allowance for uncollectible accounts has been established based on past collection experience.

3. DUE FROM OTHER AGENCIES

The amounts Due From Other Agencies included in the accompanying statement of net position and balance sheet – governmental funds primarily consists of amounts due from the Hernando County School District for grant programs. This receivable is considered to be fully collectible and as such, no allowance for uncollectible accounts has been established.

4. CASH DEPOSITS

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the School's deposits may not be returned to the School. The School does not have a custodial credit risk policy. All cash deposits are held in banks that qualify as public depositories under Florida law. All such deposits are insured by Federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

5. CHANGES IN CAPITAL ASSETS

Changes in capital assets are presented in the table below:

	Beginning Balance	Additions	Deletions	Ending Balance
Governmental Activities:				
Furniture, Fixtures and Equipment	$ 81,929	$ 13,242	$ -	$ 95,171
Motor Vehicles	96,381	-		96,381
Total Capital Assets	178,310	13,242	-	191,552
Less Accumulated Depreciation/Amortization for:				
Furniture, Fixtures and Equipment	(79,605)	(1,613)		(81,218)
Motor Vehicles	(96,381)	-		(96,381)
Total Accumulated Depreciation	(175,986)	(1,613)	-	(177,599)
Governmental Activities Capital Assets, net	$ 2,324	$ 11,629	$ -	$ 13,953

All depreciation/amortization expense was shown as unallocated on the Statement of Activities.

6. SCHEDULE OF STATE REVENUE SOURCES

The following is a schedule of the School's State revenue:

Source	Amount
Florida Education Finance Program	$ 412,833
Categorical Programs:	
Class Size Reduction	55,792
Charter School Capital Outlay	46,720
Miscellaneous	5,352
Total State Revenue	$ 520,697

As provided in the charter school contract, the District has charged the School an administrative fee equal to $22,756.

7. DEBT FORGIVENESS

The School was granted a loan from Truist Bank, N.A. in July 2020 in the amount of $86,084, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act. The School met the qualifications for loan forgiveness under the PPP and was provided repayment forgiveness in the amount of $86,084 in July 2021.

Revenue was recorded as an special item-debt forgiveness in the statement of activities and statement of revenues, expenditures and changes in fund balances – governmental funds for this amount.

8. FACILITY LEASE

The School leases its educational facility under a five year non-cancelable operating lease to June 30, 2023. Monthly rent for the 2021-22 fiscal year was $4,200 per month. Rental expenditures for the fiscal year totaled $50,400.

9. COMMITMENTS AND CONTINGENT LIABILITIES

The School participates in state grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies, therefore, to the extent that the School has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectibility of any related receivables at June 30, 2022, may be impaired.

In the opinion of the School, there are no significant liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying financial statements for such contingencies.

10. PENSION PLAN

The School participates in a defined contribution tax sheltered annuity SIMPLE plan under IRS regulation Section 408(p) plan. Eligible employees are allowed to contribute to the plan and the School is obligated to match the employee's contribution up to 3 percent of their annual salary. Contributions are directed to individual employee's accounts, and the individual employees allocate contributions and account balances among various available investment choices, therefore, the School has no liability for the administration or payments of benefits of the plan, and accordingly, the present value of the related benefits is not reflected in these financial statements. The rate of contribution is set annually by the School's Board of Directors.

11. FUNDING AND CREDIT CONCENTRATIONS

The School receives substantially all of its support and revenue from federal, state and local funding sources, passed through the District, in the form of performance and budget based contracts. Continuing operation of the School is greatly dependent upon the continued support of these governmental agencies.

12. RISK MANAGEMENT PROGRAMS

The School is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the School carries commercial insurance. There have been no significant reductions in insurance coverage and settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

13. LEGAL MATTERS

In the normal course of conducting its operations, the School occasionally becomes party to various legal actions and proceedings. In the opinion of management, the ultimate resolution of such legal matters will not have a significant adverse effect on the accompanying financial statements.

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A CHARTER SCHOOL AND COMPONENT UNIT OF THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND (UNAUDITED)
For the Fiscal Year Ended June 30, 2022

	General Fund			
	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues:				
Intergovernmental:				
Federal Through State and Local	$ -	$ 3,061	$ 3,061	$ -
State	679,156	473,977	473,977	-
Local and Other	31,500	48,400	48,400	-
Total Revenues	710,656	525,438	525,438	-
Expenditures:				
Current - Education:				
Instruction	374,579	260,659	260,659	-
Board	7,500	24,166	24,166	-
General Administration	33,027	22,756	22,756	-
School Administration	180,431	133,747	133,747	-
Facilities Acquisition & Construction	-	3,927	3,927	-
Fiscal Services	40,376	2,811	2,811	-
Student Transportation	-	4,314	4,314	-
Operation of Plant	57,250	78,439	78,439	-
Community Service	-	9,745	9,745	-
Total Expenditures	693,163	540,564	540,564	-
Excess (Deficiency) of Revenues Over Expenditures	17,493	(15,126)	(15,126)	-
Other Financing Sources (Uses):				
Special Item - PPP Loan Forgiveness		86,084	86,084	-
Total Other Financing Sources (Uses)	-	86,084	86,084	-
Net Change in Fund Balance	17,493	70,958	70,958	-
Fund Balance, July 1, 2021	159,872	159,872	159,872	-
Fund Balance, June 30, 2022	$ 177,365	$ 230,830	$ 230,830	$ -

See Independent Auditor's Report

1. BUDGETARY BASIS OF ACCOUNTING

Budgets are presented on the modified accrual basis of accounting. During the fiscal year, expenditures were controlled at the object level (e.g., salaries and benefits, purchased services, materials and supplies and capital outlay) within each activity (e.g., instruction, pupil personnel services and school administration). Budgets may be amended by resolution at any Board meeting prior to the date for the annual report.

KING&WALKER
CERTIFIED PUBLIC ACCOUNTANTS

Members:
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Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To the Board of Directors of the Brooksville Engineering, Science & Technology Academy, Inc.,
a Charter School and Component Unit of the District
School Board of Hernando County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Brooksville Engineering, Science & Technology Academy, Inc. ("School"), a charter school and component unit of the District School Board of Hernando County, Florida, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated August 15, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

King & Walker, CPAs

August 15, 2022
Tampa, Florida

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Management Letter as Required by Rules of the Florida Auditor General, Chapter 10.850, Florida Statutes, *Charter School Audits*

To the Board of Directors of Brooksville Engineering, Science & Technology Academy, Inc.
a Charter School and Component Unit of the
District School Board of Hernando County, Florida

Report on the Financial Statements

We have audited the financial statements of the Brooksville Engineering, Science & Technology Academy, Inc. ("School"), a Charter School and Component Unit of the District School Board of Hernando County, Florida, as of and for the fiscal year ended June 30, 2022, and have issued our report thereon dated August 15, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States and Chapter 10.850, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*. Disclosures in those reports and schedule, which are dated August 15, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.854(1)(e)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings in the previous audit report.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires that the name or official title of the entity and the school code assigned by the Florida Department of Education be disclosed in this management letter. The official title and the school code assigned by the Florida Department of Education of the entity are Brooksville Engineering, Science & Technology Academy, Inc., 274461.

Financial Condition and Management

Sections 10.854(1)(e)2. and 10.855(11), Rules of the Auditor General, require us to apply appropriate procedures and communicate whether or not the School has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the School did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.854(1)(e)6.a. and 10.855(12), Rules of the Auditor General, we applied financial condition assessment procedures for the School. It is management's responsibility to monitor the School's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Section 10.854(1)(e)3., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Transparency

Sections 10.854(1)(e)7. and 10.855(13), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the School maintains on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes. In connection with our audit, we determined that the School maintained on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes.

Additional Matters

Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies the Board of Directors, applicable management, and District School Board of Hernando County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Kurz & Walker, CPAs

August 15, 2022
Tampa, Florida

THIS CHARTER SCHOOL CONTRACT ("Charter")[1] dated this 14th day of March, 2013 (the "Effective Date"), is entered into between **The School Board of Hernando County, Florida,** (the "Sponsor") and **Brooksville Engineering, Science, and Technology Academy, Inc.**, a Florida not-for-profit corporation (the "Operator"), which was formed for the purpose of operating **Brooksville Engineering, Science, and Technology Academy** (the "Charter School") approved by the Sponsor. The Sponsor and the Operator are referred to collectively as the "Parties."

RECITALS

WHEREAS, the Florida K-20 Education Code (the "Florida Statute") sections 1002.3334, authorize the establishment of public charter schools as part of the state's program of public education. A charter school may be formed by the creation of a new school or conversion of an existing public school. Charter schools are established for the purpose of improving student learning and academic achievement, increasing learning opportunities, encouraging innovative models and measurement tools, and creating new professional development opportunities for teachers.

WHEREAS, The **School Board of Hernando County, Florida** (Sponsor), has authority pursuant to Florida Statute to grant a charter to a not-for-profit corporation, allowing that corporation to operate a charter school; and

WHEREAS, the Operator, as a not-for-profit corporation, organized under the laws of Florida on **August 1, 2012** submitted a proposal to operate a charter school as of **2013**;

WHEREAS, the Sponsor has approved the application and/or proposal of the Operator as set forth in Appendix 1 of this Charter; and

WHEREAS, the Parties intend that this Charter serve as the contract governing the Operator's operation of the Charter School. Terms of this contract are subject to change based on provisions set forth by changes in the Florida Statute. Changes to the Florida Statute affecting provisions of this agreement will preempt amendments to the contract. No material amendments to this Charter shall be valid without the approval of the Operator's governing board and the local district School Board.

WHEREAS, the School is desirous of opening, maintaining and operating a charter school pursuant to §1002.33, Florida Statutes, for the purposes set forth herein and in the School's charter school application, which is attached hereto as Appendix 1 and incorporated herein by reference, to provide the education of those Hernando County students who choose to attend the School; and

WHEREAS, the School shall be part of the State's program of public education and fully recognized as a public school.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Sponsor and the Operator agree as follows:

1 *The term "Charter" refers collectively to this agreement and all documents attached and incorporated.*

1. Recitals Incorporated By Reference. The foregoing recitals are incorporated into this Charter by reference.

2. Incorporation of Application. The application and any related documents that set forth any terms of the agreement between the Operator and the Sponsor are attached as Group Appendix 1and are incorporated herein by reference.

2.1. The Operator's approved application for a charter school is appended hereto as Appendix 1 and is incorporated herein by reference. If any provision of this Charter is inconsistent with Appendix 1, the provision of this Charter shall prevail. If any provision of this charter is or becomes inconsistent with any applicable Florida law, the law will prevail.

3. Term of the Charter.

3.1. Pursuant to Florida Statute, §1002.33(7)(a)(12), this Charter shall have an initial term of **five (5)** years, commencing on the Effective Date of this Charter and expiring, if not otherwise extended as provided in this Charter, on **June 30, 2018.**

3.2. The Sponsor may grant a deferral, not to exceed **10 school days**, allowing the Operator to postpone the opening of the Charter School. The Sponsor may grant further deferrals in periods of not more than **10 school days**. If the Operator is granted one or more deferrals but the Operator does not open the Charter School before the deferral or any subsequent extensions of the deferral expire, this Charter shall automatically terminate on the expiration of the final deferral.

3.3. Should the Operator be granted a deferral, the term of this Charter shall be extended in an amount equal to the length of the deferral granted.

3.4 This Charter shall become effective on **January 1st, 2013**, or upon signing by both parties, whichever date is later, and shall cover a term of five (5) years commencing on **July 1, 2013**, and ending on **June 30, 2018**. This Charter is subject to annual review and may not be renewed or may be terminated as provided by Florida law.

4. Start-up date.

4.1 The start-up date of the Charter School shall be consistent with the beginning of the Sponsor's public school calendar for that school year, unless an alternate date is otherwise approved by the Sponsor.

5. Renewal and Modification.

5.1. This Charter may be renewed for up to an additional **15 years** by mutual agreement of the Parties and on such terms and conditions established by §1002.33, Florida Statutes.

5.2. The Operator may not be eligible for renewal of its Charter if the Operator is in default under any term of this Charter or has failed to comply with the Accountability Plan described in Section (25) below.

5.3 This Charter may be renewed at the end of the contract term by mutual written agreement of the parties pursuant to Florida law, provided that the program review demonstrates that the criteria in §1002.33 (7)(a), Florida Statutes, have been successfully accomplished and that none of the grounds for non-renewal established by §1002.33 (8)(a), Florida Statutes, have been documented.

5.4 In order to facilitate long-term financing for school construction, the Charter School is eligible for a fifteen (15) year charter renewal if the Charter School has been in operation for a minimum of (3) years and demonstrates exemplary academic programming and fiscal management. Such long-term charter is subject to annual review and may be terminated during the term of the charter. A fifteen (15) year renewal may be granted to the Charter School if:

a. The Charter School has received a school grade of "A" or "B" pursuant to §1008.34 F.S. in three (3) of the past four (4) years.
b. The Charter School is not in a state of financial emergency or deficit position as defined in §1002.33(7), F.S.
c. The Charter School has fully complied with all obligations imposed by the charter.

5.5 This Charter School may be modified during its initial term, or any renewal term, upon recommendation of the Sponsor or the Charter School's governing board and the approval of the Sponsor and the Charter School, provided that such modification is in writing and executed by both parties' governing bodies at an open public session.

6. Non-renewal or Termination.

6.1 At the end of the Charter School's initial term, or any renewal term, the Sponsor may choose not to renew or terminate the Charter School for any of the following grounds:

a. Failure to participate in the state's education accountability system, created in §1008.31 and as required under §1002.33, or failure to meet the requirements for student performance stated in this Charter School, including the incorporated application attached in Appendix 1. Should the Charter School receive a grade of "F" from the Florida Department of Education (hereinafter referred to as the "DOE") in two consecutive years, or in two of four consecutive years, this will constitute grounds for termination of the Charter School. In the event that the Charter School is not graded by the Department of Education, the Sponsor will calculate the equivalent grade using the state standards. If the Charter School's students' FCAT or statewide assessment measuring accountability is equivalent to a grade of "F" in two consecutive years, or in two of four consecutive years, this will constitute grounds for termination of the Charter School.

b. Failure to meet generally accepted standards of fiscal management. Should the Charter School end its fiscal year in a deficit for two consecutive years, this will constitute grounds for termination of the Charter School.
c. Violation of law.
d. Violation of provisions in the Charter.
e. Other good cause shown.

7. Immediate Termination of Charter School.

7.1 During the initial term of the Charter School, or any renewal term, the Charter School may be terminated immediately by the Sponsor if the Sponsor determines that good cause has been shown or if the health, safety, or welfare of students is threatened. The Sponsor must reasonably detail the basis for termination in writing, which must be provided to the Charter School's governing body at the time of termination or as otherwise required by Florida Statutes. The Charter School's governing body may appeal the Sponsor's decision to terminate its Charter to the State Board of Education pursuant to the procedures established in §1002.33, Florida Statutes.

8. Notice of Non-renewal or Termination by Sponsor.

8.1 If the Sponsor intends not to renew or to terminate the Charter School, except when terminating the Charter School immediately pursuant to Section (7) above, it shall notify the Charter School of its proposed action in writing at least ninety (90) calendar days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the School may, within fourteen (14) calendar days of receiving the notice, request an informal hearing before the Sponsor. If such hearing is requested, the Sponsor shall conduct the informal hearing within thirty (30) calendar days of receiving the School's written request. If the Charter School is not renewed or is terminated pursuant to this paragraph, the Sponsor shall, within 10 calendar days, articulate in writing the specific reasons for its non-renewal or termination of the Charter School and provide a letter of non-renewal or termination and documentation supporting the reasons to the Charter School's governing body, the Charter School's principal, and the Department of Education. The Charter School's governing body may, within 30 calendar days after receiving the Sponsor's final written decision to refuse to renew or to terminate the Charter School, appeal the decision pursuant to the procedure established in §1002.33 (6).

9. Notice of Non-renewal by the Charter School.

9.1 If the Charter School desires not to renew the Charter at the end of the term, then it shall notify the Sponsor in writing of its intent to not renew at least ninety (90) calendar days prior to the date of the Charter School's expiration.

10. Dissolution of the Charter School.

10.1 The Charter School acknowledges that, in the event that the Charter School ceases to operate as a charter school, or the School's Charter is not renewed or terminated for any reason whatsoever, then the Charter School shall be dissolved and any unencumbered public funds, except for capital outlay funds, from the Charter School shall revert to the Sponsor. Capital outlay funds provided pursuant to §1013.62, F.S. and federal charter school program grant funds that are unencumbered shall revert to the Department of Education to be redistributed among all eligible charter schools. The ownership of all real and personal property purchased or otherwise acquired through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida shall automatically revert to ownership by the Sponsor or the State of Florida, as set forth in §1002.33(8)(e), Florida Statutes. The Charter School shall not enter into any contract which would interfere with the right of the Sponsor to assert title on its own behalf or on behalf of the State of Florida in the event of termination of the Charter School for any reason.

10.2 Within ten (10) calendar days of the Charter School's dissolution, the Charter School shall deliver the real and personal property to the Sponsor, or, with the Sponsor's approval, the Charter School may pay to the Sponsor the fair market value of the Sponsor's interest in the property, as determined by the appraisal, after the complete satisfaction of all lawful liens or encumbrances. The Charter School shall execute all documents to accomplish the transfer of title as may reasonably be determined by the Sponsor. If the Charter School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or nonpublic funds, ownership of the asset will revert to the Sponsor.

10.3 Independent donations or pledges of support to the Charter School shall not be considered public funds or property. If property is acquired through the use of funds obtained by or through the Sponsor or the State of Florida and funds from other sources, then the ownership of the property will be determined by the proportion of the type of funds used for the acquisition.

11. Transfer of Records under Termination of Charter School.

11.1 Upon the termination, immediate termination, non-renewal or expiration of the Charter School pursuant to Section (6) and (7) above, the Charter School agrees to submit all school records and student records to the Sponsor immediately and without delay (regardless of whether the School chooses to appeal the termination) or upon mutual agreement between the Charter School and the Sponsor. The Charter School also agrees to submit all other records, including financial records, to the Sponsor no later than fifteen (15) days after its receipt of the Sponsor's written findings. Also, if the Charter School is terminated immediately, no later than three (3) days after its receipt of the Sponsor's written findings, the Charter School agrees to submit to the Sponsor its itemized schedule of real and personal property, including item description, vendor, purchase price, purchase date and useful life as required

under Governmental Accounting Standards, and a list of all bank accounts formerly or currently held by the Charter School, including the account name, number, and balance. The actions upon termination described in this paragraph shall be taken without regard to whether the Charter School chooses to exercise its right to appeal the Sponsor's decision to terminate the Charter School; in the event that the Charter School appeals the termination decision, the information provided by the Charter School shall be used by the Sponsor; and the Sponsor will hold all of the Charter School's assets in trust pending a final appeal decision by the State Board of Education pursuant to Florida Statutes.

12. Charter School's Debts.

12.1 If the Charter School expires and is not renewed or is terminated, the Charter School's remaining debts, if any, shall be paid in accordance with Chapter 96-186, Laws of Florida, and other appropriate provisions of state law. Also, **Brooksville Engineering, Science, and Technology Academy Inc.** shall be responsible for all of the debts of the Charter School. The Sponsor shall not assume the debt from any contract created for services or other indebtedness between the governing body of the Charter School (or any Guarantor) and any third party, except for a debt for which the Sponsor and the Charter School previously agreed in writing would be paid by the Sponsor.

13. Dispute Resolution.

13.1 Subject to the applicable provisions of §1002.33, Florida Statutes, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

(a) The persons having responsibility for implementing this Charter School for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action. The correspondence shall indicate that the grieving party is acting pursuant to this Charter School provision.

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

(c) If the representatives are unable to reach agreement, they shall submit to mediation services provided by the Department of Education as set forth in §1002.33(6)(h), Florida Statutes. They will jointly agree upon a mediator, who will meet with the parties separately and/or together to assist them in resolving the problem. The cost of mediation shall be shared equally by the parties.

(d) Upon resolution of the problem, the responsible personnel from both parties will develop and execute a joint written explanation indicating the resolution. This document will be retained with this Charter School. If an amendment to the Charter School is necessary, the amendment will be submitted for action by both parties.

(e) If efforts at agreement within a reasonable time are unsuccessful, the parties may pursue the available legal remedies, in accordance with §1002.33(6)(h).

14. Statutory Requirements.

14.1 The Charter School shall operate in accordance with this Charter and shall comply with all applicable federal guidelines, Florida Statutes, and State Board of Education Rules, including, but not limited to, §§1002.33 and 1013.62, Florida Statutes; any regulations adopted by the State Board of Education or other state agency, or amendments thereto, relating to charter schools; the applicable provisions of Chapter 119, Florida Statutes, relating to public records; §286.011, Florida Statutes, relating to public meetings; and applicable federal, state and local health, welfare, safety, and civil rights requirements.

15. School Concept. The Operator shall administer or operate the Charter School in a manner consistent with the concept and mission statement set forth in the Operator's application and/or proposal as approved by the Sponsor. The Operator shall not change the concept, mission statement or its general implementation of those guidelines without the prior approval of the Sponsor.

16. School Year; School Days; Hours of Operation. At a minimum, the Charter School must be in session each year for 180 days, as required by State law to constitute a full school year. A Charter school must commence its initial year with the beginning of the Sponsor's calendar school year, unless an alternate date is otherwise approved by the Sponsor.

17. Enrollment.

17.1. Subject to the requirements of Section 5, the Parties have agreed to the following enrollment projections for the Charter School:

17.1.1. Year 1: **2013-2014** -- Grades **6** to **8** -- up to **88** students

17.1.2. Year 2: **2014-2015** -- Grades **6** to **8** -- up to **132** students

17.1.3. Year 3: **2015-2016** -- Grades **6** to **8** -- up to **132** students

17.1.4. Year 4: **2016-2017** -- Grades **6** to **8** -- up to **132** students

17.1.5. Year 5: **2017-2018** -- Grades **6** to **8** -- up to **132** students

17.2. The enrollment capacity of the Charter School shall be determined by the Operator pursuant to §1002.33(10)(h), Florida Statutes. Enrollment projections must consider the facility capacity as stated on any valid facility permit or certificate required for occupancy under applicable law. The Operator shall at all times ensure that enrollment does not exceed such capacity.

17.3. If the planned enrollment decreases by 30% or more of the projected number in any given year, the Operator may be required to submit revisions to the original charter plan in areas including, but not limited to, budget and cash flow and, staffing plan. The Operator shall notify the Sponsor within 30 calendar days if the planned enrollment decreases by 30% in any given year.

17.4. The Charter School must comply with the requirements of the Class Size Reduction provisions contained in Section 1 of Article IX of the State Constitution.

17.4.1. Section 1 of Article IX of the State Constitution establishes that by the beginning of the 2010-2011 school year, the maximum number of students in core-curricula courses assigned to a teacher in each of the following three grade groupings are: (1) Prekindergarten through grade 3, 18 students; (2) grades 4 through 8, 22 students; and (3) grades 9 through 12, 25 students.

17.5 The Charter School agrees to submit its projected enrollment by November 15 of each year. The School shall not admit students to exceed its projected Full Time Equivalent ("FTE") enrollment by category unless the Sponsor and the School mutually agree in writing.

18. Enrollment Process.

18.1. The Operator shall enroll any eligible student who submits a timely application, except that if the number of applications exceeds the capacity of a program, class, grade level, or the building, applicants shall be chosen for admission based on a random lottery guided by applicable law. The Operator must abide by any desegregation court orders.

18.1.1. Enrollment Process: The Charter School agrees to publicize in major local newspapers and other media the opening of the registration period each year it is in operation. The Charter School agrees to enroll an eligible student by accepting a timely application during the registration period. Selection can occur only after the registration period and all timely applications have been received. If the number of applications exceeds the capacity of a program, class, grade level, or building as set forth in Appendix 1, selection is determined through a random lottery process designed to be inclusive. Limits can not be set to include/exclude certain populations of students (i.e. 15% ESE). Applicants who submit a timely application or are selected through the lottery process must be enrolled in the Charter School. Preference may be given to siblings of students enrolled in the School, children of staff, or of the Board of Directors. Applicants on a waiting list, after the first year

the school is in operation, will be put in a lottery along with other applicants that apply during that year's open enrollment period and all will have an equal opportunity of being selected. This is an annual process with the waiting list being valid for one school year only.

18.2. Pursuant to §1002.33(10)(d), Florida Statutes, the charter operator may give enrollment preference to siblings of a student enrolled, to the child of an employee of the School, or to the child of a member of the governing board of the School. If receiving federal start up funds through the Charter Schools Program (CSP) grant, the Operator must comply with the federal regulations regarding enrollment preference as described in Title V, Part B Non-Regulatory Guidance.

18.3. A Charter Operator may elect to administer Eligibility Standards as part of the enrollment process. Eligibility Standards must be presented in the original charter application approved by the Sponsor and align with the mission and educational philosophy of the school. Pursuant to §1002.33(10)(e) (5), such standards shall be in accordance with state law and may not discriminate against otherwise qualified individuals.

18.3.1. The Charter School may limit the enrollment process only to the target student populations as set forth by §1002.33(10)(e),Florida Statutes. The Charter School shall comply with §1003.22, Florida Statutes, and other applicable statutes concerning school entry health examinations and immunizations.

18.4. The Operator's admissions policies shall be non-sectarian and the Operator shall adopt a non-discrimination policy prohibiting discrimination based on race, religion gender, or physical disability.

18.4.1. The Charter School shall adopt and implement a non-discriminatory policy regarding the placement, assessment, identification, and selection of students with disabilities who are served in Exceptional Student Education ("ESE") programs and students who are served in English for Speakers of Other Languages ("ESOL") programs. The Charter School shall not violate the anti-discrimination provisions of §1000.05, Florida Statutes.

18.5. The Operator shall include in its admission policy provisions for students residing in neighboring counties that have inter-district agreement provisions under §1002.33(10)(a), Florida Statutes, or as currently allowed between the Sponsor's city or county and the neighboring counties' School Boards.

18.5.1. Any student residing in the Hernando County School District and surrounding region is eligible for admission to the Charter School. The Charter School agrees to enroll an eligible student by accepting a timely application unless the number of applications exceeds the capacity of a program, class, grade level, or building as agreed to in Appendix 1. In such case, all applicants shall have an equal chance of being admitted through a random selection process.

18.6. Enrollment and Student Reporting. The Charter School will accurately report its student enrollment to the sponsor as required in s.1011.62, F.S., and in accordance with the definitions in s.1011.61, F.S., at the agreed-upon intervals and using the method used by the Sponsor when recording and reporting cost data by program. The Sponsor agrees to include the Charter School's enrollment in the Sponsor's district report of student enrollment. In order to receive full FTE funding, the Charter School shall provide all required information within the same time schedule required for other Hernando County schools.

18.6.1. The parties agree that the Charter School will utilize the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE collection, and assessment The Sponsor will analyze the Charter School's facility and develop a hardware/software solution, which provides the Charter School with limited access to the Sponsor's data processing facility.

18.6.2. The Sponsor will provide training for the Charter School's personnel in the use of designated district applications necessary to respond to the legislative requirements of §§1008.33 and 1008.34, Florida Statutes, including the annual report and the state- and district-required assessment program, at no additional cost to the Charter School. Access by the Charter School to additional data processing applications not required in the legislation but available through the Sponsor may be negotiated by the parties separately.

18.7. Automated Data System. The Sponsor shall utilize its existing automated reporting system to collect data required for various reports required by the DOE. The Charter School agrees to enter the necessary data required for such reports into the Sponsor's automated student data system, via electronic remote access with a Windows-compatible system. The Charter School shall provide appropriate equipment for data entry. The Sponsor shall provide training on the automated system and data entry screens. The Charter School shall employ trained personnel to enter and manage data for the Charter School. The data shall include, but not be limited to, all student data listed below. Access by the Charter School to additional data processing applications not required by Florida Statutes but available through the Sponsor may be negotiated by the parties separately.

(a) Demographic information;

(b) ESE data;

(c) Grade level assignments;

(d) Required health information;

(e) Student discipline incident date

(f) Daily attendance;

(g) Transportation;

(h) Student schedules;

(i) Teacher demographics;

(j) Master schedule;

(k) ESOL/migrant codes;

(l) Grades/grading period/grading scale;

(m) ERW (entry, re-entry, withdrawal) information;

(n) Test scores;

(o) Academic history and transcripts;

(p) Student lunch information as required;

18.8 Confidentiality of Records. The Charter School will ensure that all student records are kept confidential as required by applicable state and federal law.

19. **Attendance.** The Operator shall maintain accurate enrollment data and daily records of student attendance and shall provide enrollment and attendance data to the Sponsor on a timely basis.

20. **Transportation.** Transportation of charter school students shall be provided by the charter school consistent with the requirements of subpart I.E. of chapter 1006 and s. 1012.45. The governing body of the charter school may provide transportation through an agreement or contract with the district school board, a private provider, or parents.

20.1. The Charter School and the sponsor agree that transportation shall not be a barrier to equal access for any student residing within a reasonable distance of the school as determined in the Charter School's transportation plan in Appendix 1. For purposes of this Charter, "residing within a reasonable distance" shall mean residing within the transportation zone, which is defined as within the Dolores S. Parrott Middle School Attendance Zone.

20.2. At the Charter School's request, the Sponsor will cooperate with the Charter School in transporting students to the middle schools that are located within the transportation zone of the Charter School, in conjunction with the Sponsor's regular bus schedule. In such event, the sponsor shall retain the FTE funding for those students transported by the Sponsor. The Sponsor's buses will operate on designated school days in the morning and afternoon at their regular times. If the Charter School elects to transport, it may do so through an agreement or contract with the Sponsor, a private provider or parents, consistent with the requirements of Chapter 1006, Florida Statues, and state and federal rules and regulations. In addition, parents must be informed in promotional material and other documents that transportation will be provided if the student resides within the reasonable distance as defined herein. The Charter School shall receive the FTE funding payable for any student transported solely by the Charter School.

21. Food Services and Student Nutrition.

21.1. Food service to the Charter School is the responsibility of the School and must be provided according to applicable district, state and federal rules and regulations. The Charter School shall make lunch available to all students (and optionally to school staff). Breakfast shall be provided when required by state and federal guidelines (required for all elementary students). The Charter School is solely responsible for funding any deficits it incurs in such services and programs and the Sponsor shall have no liability for same. Meals will be distributed to students using a point of sale accountability procedure. The Charter School shall distribute Free and Reduced Price Meal applications forms to students and shall certify student eligibility for such programs using required federal rules and procedures. These records may be used to certify eligibility for participation in other state/federally-funded programs (i.e., Title 1). All records must be accurately completed and maintained for review by state/federal auditors.

21.2. Free and Reduced Price Meal Applications: The Charter School shall distribute Free and Reduced Price meal application forms to students. The Charter School will work collaboratively with the Sponsor to certify student eligibility for such programs using required federal rules and procedures. These records may be used to certify eligibility for participation in other state/federally-funded programs (i.e. Title I). All records must be accurately completed and maintained for review by state/federal auditors.

21.3. Meal Service Options and Definitions: The Charter School shall provide food service to its students by one of the following means:

a. Enter into an agreement with the Florida Department of Agriculture and Consumer Services (D.A.C.S.), to administer the National School Lunch and National Breakfast Programs at the Charter School and determine if the meals are to be hot or cold, bulk-served or individually packed. Under this option, the Charter School shall complete and submit reimbursement claims to the Department of Education,

b. Enter into an agreement with a third party vendor to have food service provided to either the Charter School site or picked up, and determine if the meals are to be hot or cold, bulk-served or individually packed. Under this option, the Charter School shall complete and submit reimbursement claims to the Department of Education, or

c. Request meal service to be provided by the Sponsor as an additional site under the Sponsor's existing agreement with the Department of Education. (The meal service is provided to sites with an enrollment of two hundred (200) students or less). Under this arrangement, the Sponsor would define the delivery system, establish the per meal charges to the Charter School, provide the Free and Reduced Price Meal applications which would be distributed by the school to the students for completion, provide meal service for pick-up by or delivery to the Charter School, and complete and submit reimbursement claims to the

Department of Education. The Charter School would pay the Sponsor for the non-reimbursed portion of meals served on a daily basis.

d. The Charter School may provide its own meal service or may arrange with third party vendors to have food service provided at the Charter School site. Under this option, the Charter School shall distribute free and reduced lunch meal application forms to all students, and all eligible students shall receive free or reduced lunches, as applicable. At its choice, the Charter School may elect to participate as a sponsor in the National School Lunch and Breakfast Program, or the Charter School may elect to subsidize free or reduced lunches to eligible students.

22. Student Records.

22.1. The Operator shall maintain student records for current and former students in accordance with the requirements of State and Federal law, including the Federal Education Rights and Privacy Act, 20 U.S.C. § 1232g.

22.2. Should a student transfer to another school, the Operator may maintain copies of the departing student's academic records created during the student's attendance at the Charter School.

23. Discipline.

23.1. The Operator agrees to maintain a safe learning environment at all times. In order to provide criteria for addressing discipline issues which are intended to ensure the health, safety and welfare of all students attending the Charter School, the Operator, at its option, may adopt the Sponsor's policies regarding student conduct or develop its own student conduct policy.

23.2. If the Operator develops its own policy, the policy shall be submitted to the Sponsor for review. The policy shall not be implemented until the policy has been reviewed by the Sponsor for compliance with applicable state and federal guidelines. Any subsequent changes to a policy developed by the Operator must be submitted to the Sponsor for review prior to implementation of changes.

23.2.1. The Charter School shall follow state law and develop policies for a Code of Student Conduct. The Code of Student Conduct shall be incorporated into a parent/student handbook and made available to parents and the Sponsor.

23.2.2. The implementation of the Charter School's disciplinary policy shall be determined by the School's governing body or its designee. Hearings on matters relating to the implementation of the disciplinary policy shall be conducted by the School's governing body or its designee. The rules and procedures by which students may be disciplined shall be consistent with the requirements of due process and with the federal laws and regulations governing the placement of students with disabilities. The Charter School agrees to follow state law regarding corporal punishment.

23.3. The Operator agrees to follow the Sponsor's guidelines and procedures regarding a recommendation of expulsion. No student shall be expelled from the District except by the School Board of Hernando County. Any recommendations for expulsion of a student in the charter school must be presented to the Sponsor for appropriate action.

23.3.1. Students who are currently on a change of placement or have been expelled by the Sponsor may not enroll in the Charter School during the term of their change of placement or expulsion.

23.4. The Operator may not dismiss or transfer a student involuntarily, unless the dismissal or transfer is accomplished through established administrative procedures agreed to in this Charter, described in Appendix 1, or through existing administrative procedures in the Sponsor's rules or policies.

24. Curriculum.

24.1. The Operator agrees to implement its educational and related programs as specified in the Operator's approved application setting forth the Operator's curriculum, the instructional methods, and any distinctive instructional techniques the Operator intends to use.

24.2. The curriculum established by the Operator shall focus on reading and be aligned to satisfy the requirements of the Sunshine State Standards and grounded in scientifically based reading research, §1002.33(7)(a)(2), Florida Statutes.

24.3. The Operator shall notify the Sponsor of any material change in its curriculum subsequent to the date of this Charter. Any material changes must comply with State law and be approved by the Sponsor, in writing, before those changes are implemented.

24.4. No sectarian educational resources shall be used and the curriculum shall be secular in nature.

25. Academic Accountability.

25.1. The Operator shall pursue and make progress toward the achievement of the goals, objectives and pupil performance standards set forth in an Accountability Plan mutually agreed to by the Sponsor and the Operator (the "Accountability Plan"). A copy of the Accountability Plan is attached as Appendix 2 and is incorporated herein by reference.

25.2. The Accountability Plan shall set forth the academic and student performance goals that the Operator is expected to achieve, along with the specific evaluative criteria upon which the Sponsor will judge the Operator's performance.

25.3. The Operator shall establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The baseline shall be established according to the description provided in the Accountability Plan (Appendix 2).

25.4. The Operator shall be accountable to the Sponsor for making progress toward achieving the goals and standards set forth in the Accountability Plan.

25.5. The Operator will be held accountable for meeting the State's student performance requirements as determined by applicable State laws and regulations regardless of whether those requirements are incorporated into the Accountability Plan.

25.6. The Parties agree that the Accountability Plan is subject to change to comply with any new Federal or State requirements. Such changes may require amendments to this Charter.

25.7. The Operator shall administer such standardized assessments as are required by State law.

25.8. The Operator shall comply with the state graduation requirements as provided in ss. 1003.43, 1003.428, and 1003.438, Florida Statutes.

25.9. In addition to the foregoing, the Operator shall grant reasonable access to, and cooperate with the Sponsor, its officers, employees and other agents, including allowing site visits by the Sponsor, its officers, employees and other agents, for the purpose of allowing the Sponsor to fully evaluate the operations and performance of the Charter School. When possible, the Sponsor shall provide the Operator with 24 hours advance notice of any formal evaluation site visits.

26. Annual Progress Report.

26.1. The governing body of the Charter School shall make annual progress reports to the Sponsor, which, upon verification, shall be forwarded to the Commissioner of Education at the same time as other annual school accountability reports are submitted. Each year, the Charter School shall submit the Annual Report for the immediately preceding year to the Sponsor by a date determined by the State Department of Education. The Annual Report shall contain at least the following information, but the Sponsor reserves the right to reasonably request additional student performance information:

26.1.1. A description of the Charter School's progress toward achieving the goals outlined in its charter school application (Appendix 1), the Charter School and its appendices, and the goals stated in its prior Annual Reports. The goals in each of these documents must be consistent and aligned with the guiding mission and purposes of the Charter School.

26.1.2. The information required in the Annual Report pursuant to §§1008.31 and 1008.345, The Charter School is subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the Charter School's performance projections identified in the Charter School. The Charter School shall identify reasons for any difference

between projected and actual student performance. The Charter School agrees to utilize data provided through participation with the Sponsor in electronic processing systems pertaining to admissions, registration, and student records

26.2. The independent auditor's report on the annual financial audit of the Charter School, as set forth in (34.16.) below, including all required auditor reports, the audited financial statements, including all required financial statement disclosures, and any additional supplementary information required by the Governmental Accounting Standards Board ("GASB"). The report shall also include the financial records of the Charter School, including but not limited to its revenue and expenditures, at a level of detail that allows for an analysis of the Charter School's ability to meet financial obligations and timely repay debt.

26.3. A list of the instructional staff and their credentials, specifying the proportion of instructional staff who hold professional or temporary certificates, the proportion of instructional staff teaching in-field or out-of-field, the courses each staff member taught the previous year and will teach the subsequent year, and each staff member's "highly qualified" status. The report shall include descriptive information about all personnel within the Charter School, including salary and benefit levels of employees.

26.4. A student discipline summary.

26.5. Documentation of the facilities the Charter School currently uses or plans to use for instructional, administrative, or investment purposes.

27. Other Academic and Records Reports.

27.1. The parties agree that the Sponsor, with notice, may reasonably request at any time, and the Charter School shall provide, reports on student performance and progress at the School, such as report cards, progress reports, or other instruments or documents being used to measure and report student performance and progress. Further, by July 1 of each year, the School agrees to provide to the Sponsor a Records Report for the immediately preceding school year, which shall list all students enrolled during the school year and the disposition of each student's permanent records (i.e., stored on site, transmitted to the Sponsor, or other disposition, if appropriate).

28. Record Keeping.

28.1. The Charter School will ensure that all student records are kept confidential as required by applicable state and federal law, including the Family Educational Rights and Privacy Act ("FERPA"). The Charter School shall maintain all student data reporting elements in the Sponsor's Student Information System. The Charter School shall maintain pupil attendance

records in the manner specified in Rule 6A-1.044, Florida Administrative Code.

28.1.1. The Charter School shall maintain both active and archival records for current/former students in accordance with F.S. 1002.22 and all other applicable laws and the Sponsor, utilizing the Sponsor's established student data system recording procedures. The Charter School shall provide copies of such records to parents and the Sponsor as requested. The Sponsor has the right, with reasonable notice, to review any documentation maintained by the Charter School.

28.1.2. All Permanent records of students leaving the Charter School, whether by graduation, or transfer to a Hernando County Public School will be transferred to the receiving school. Students withdrawing to attend another school, outside the county will have the permanent records copied and sent to the receiving school and/or the Sponsor in accordance with Florida Statutes. All original permanent records will be held by the Charter School according to Florida Statute (five years for elementary and middle school students and one year for high school students). The Charter School will be expected to record such transfers, utilizing the Sponsor's established data system. The Charter School shall retain copies of the departing student's records created during the student's attendance at the Charter School for five (5) years. Records of student progress will be transferred to the appropriate school if a student withdraws to return to a Hernando County Public School or to another school district.

28.1.3. The Sponsor agrees to cooperate, in a timely manner, with the Charter School to provide cumulative folders and permanent records, including IEPs, of students choosing to attend the Charter School upon enrollment in the Charter School. All cumulative folders and permanent records of students leaving the Charter School to attend a school outside of the Hernando County Public School District will be copied and forwarded to the receiving school. The original cumulative folder and permanent record will be filed with the Charter School's inactive student records and transferred to the sponsor in accordance with Florida Statutes.

28.1.4. The student records for exceptional student education, eligibility, staffing, and Individual Education Program ("IEP") reviews shall be current. The Sponsor agrees to cooperate, in a timely manner, with the Charter School to provide cumulative folders, teacher resource folders and permanent records, including IEPs. The original special education records shall be sent to Central Files. Student records for students receiving services under Section 504 of the Rehabilitation Act of 1973 shall be current.

28.1.5. The Charter School shall keep true and complete copies of the personnel files for all persons employed by the Charter School at a readily accessible location in the Charter School, which shall be open to public inspection as provided by law. The Charter School shall also maintain state required personnel data in the Human Resource application maintained by the Sponsor.

28.1.6. The Charter School site administrator may request login access to the required applications maintained by the Sponsor for Charter School staff whose names appear in the Sponsor's Human Resource System and who have successfully completed the training necessary for use of the application for which they are requesting access. Charter School staff that is granted login access to the applications maintained by the Sponsor shall abide by all Sponsor technology usage agreements or risk having their access revoked.

29. Contract with Outside Entity.

29.1. In the event that the Charter School contracts with any person or entity other than the Sponsor during the term of the Charter, the Charter School will require such person or entity to comply with the terms and conditions set forth in the Charter, as well as with §§ 1002.33 and 1013.62, Florida Statutes, and any regulations adopted by the State Board of Education or other state agency, or amendments thereto, relating to charter schools.

30. Sharing Board of Directors.

30.1. In the event that the Charter School is operated by a Board of Directors which simultaneously operates another charter school affiliated with the Sponsor, the School shall be organized and accounted for as a separate entity from any other charter school. The Charter School shall submit its applications, FTE report and other financial reports, non-profit status reports, and any other filing required by this Charter, as a distinct entity, separate and apart from that of any other charter school.

31. Specialized Services.

31.1. Provision of Services. Unless the Sponsor and the Operator have reached an alternate agreement that complies with applicable State and Federal law, the Operator shall provide services and accommodations to students with disabilities in accordance and compliance with (i) the Individuals with Disabilities Education Act (20 U.S.C. § 1401 *et seq.*); (ii) any and all Federal court orders applicable to children in the district where the Charter School is located; (iii) any and all State or local laws and/or regulations applicable to students with disabilities.

31.2. Reports. Unless otherwise exempted, the Operator shall complete all required or requested Federal and State reports in accordance with the timelines applicable to State or Federal requirements.

32. Services for English Language Learners. The Operator shall provide services to students with limited English proficiency in accordance and compliance with (i) all Federal and State laws governing the provision of services to English Language Learners (ELL); (ii) any and all Federal court orders applicable to children in the district where the Charter School is located; (iii) any and all State or local laws and/or regulations applicable to students with limited English proficiency.

32.1. The Operator may follow the Sponsor's ELL plan, which is required by Section 1003.56, Florida Statutes; or a charter school, at its option, may develop its own ELL program.

32.2. If the Operator develops its own plan, it must meet the requirements and terms of META agreement and continue to meet the requirements throughout the term of the charter. Any subsequent changes to a plan developed by the Operator must be submitted to and approved by the Sponsor.

32.3. Students at the Charter School who are of limited proficiency in English will be served by the ELL program. The School shall meet the requirements of the *LULAC, et al. vs. State Board of Education* Consent Decree and reauthorizatons. The Charter School shall require parents to complete a home language survey. If the survey indicates the dominance of a language other than English, the Charter School shall administer the ELL Language Assessment Battery.

32.4. The Charter School agrees that at least one staff member shall be trained by the Sponsor in accordance and compliance with the LULAC, et al. vs. State Board of Education Consent Decree and reauthorizations with respect to providing services to ELL's. An individual ELL plan must be developed for every student identified as limited English proficient. Development of the ELL plan must be a joint effort between the Sponsor and the Charter School. This process shall be in compliance with District, state and federal guidelines.

32.4.1. With the exception of an IEP, an ELL plan shall supersede any other educational plan developed by the Charter School. All educational services provided to a student pursuant to an ELL plan must be funded by the Charter School.

33. Services for Students with Disabilities. Students with disabilities shall be provided with programs implemented in accordance with federal laws and state laws, local policies and procedures, including but not limited to the Individuals with Disabilities Education Act of 1997 ("IDEA"), Section 504 of the Rehabilitation Act of 1973, Sections 1005.05 and 1001.42, Florida Statutes, Chapter 6A-6 of the Florida Administrative Code, Sponsor's policies relating to "Least Restrictive Environment," "Non-Discrimination on Basis of Disability," and sections of Sponsor's Pupil Progression Plan and Code of Student Document dealing with students with disabilities. The Charter School shall follow the Special Programs and Procedures document and the Exceptional Student Education and Student Services Handbook developed by the Sponsor for its exceptional student education program. In the event there is a Due Process Hearing in accordance with Section 615 of the

Individuals with Disabilities Act involving the provision of educational and related services to a student with disabilities at the School, the Charter School shall bear all costs of the hearing, including legal representation.

33.1. The Charter School must fund all educational and related services provided to students pursuant to the Individual Education Plan (IEP) and will earn funding in accordance with §1002.33, F.S. and other applicable laws. The Charter School will work collaboratively with the Sponsor's screening and referral process, as outlined in the Sponsor's Special Programs and Procedures document, as may be revised at the Sponsor's sole discretion with respect to referral of students' initial evaluations, re-evaluations, transfers, staffing, IEPs, dismissals, reassignments, surrogate parents, procedural safeguards, and due process provisions. Parents of students with disabilities will be afforded in their native language procedural safeguards, which include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearings and surrogate parents.

33.2. In the event that a student applies to the Charter School, and the Charter School is unable to implement the student's IEP, an IEP meeting must be convened before the student is enrolled in the Charter School. The IEP committee comprised of representatives of the Charter School and the Sponsor must review/revise the IEP and determine the student's educational needs. The committee must determine whether the student's needs can be met at the Charter School. If it is determined by the Charter School and the IEP committee that the student has needs which cannot be met at the Charter School, the IEP committee will determine the appropriate placement for the student.

33.3. The Charter School shall provide a Free and Appropriate Public Education (FAPE) to each exceptional education student enrolled in the School, pursuant to the IDEA.

33.4. Students with disabilities enrolled in the Charter School will be educated in the least restrictive environment. Students with disabilities will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. The Charter School's staff will work closely with the Sponsor to ensure that the needs of these students are met. Charter School staff will work closely and as early as possible in the planning/development stages with the Sponsor's staff to discuss the needed services, including all related services and programs, of the students with disabilities at the Charter School.

33.5. The Charter School and sponsor will develop an IEP and conduct an IEP meeting with the student's family for each eligible exceptional student enrolled in the Charter School. The IEP will determine services, accommodations and/or modifications necessary to meet the goals and objectives of the student's IEP. These goals and objectives are designed to lead to post school outcomes which are based on the student's interests,

preferences and needs. Once these services and accommodations/modifications are determined, the IEP team will determine appropriate placement. If the IEP team determines that an ESE student's IEP cannot be implemented at the Charter School and an alternative educational setting is needed, the Charter School shall not be obligated to serve that student. When an exceptional student is enrolled in the Charter School according to §1002.33(10)(f), F.S., the IEP team will determine how the IEP will be implemented in order for the student to receive an appropriate education at the Charter School as provided by state and federal law. If, after enrollment, all reasonable accommodations (i.e. the provision of speech/language and other contracted service) have been implemented and the student is not making adequate progress according to the IEP, the team will reconvene to determine if other accommodations need to be implemented or an alternative placement needs to be made.

33.6. The Charter School shall participate in all assessments, including alternative assessments, as determined by the IEP committee. The Charter School must provide related services documented on IEPs, i.e. speech/language services through a contract process. A certified ESE teacher must maintain written documentation of consultative services for any student who's IEP indicates consultative services.

33.7. The Sponsor, as Local Educational Agency ("LEA"), is responsible for eligibility determination for ESE programs. The Charter School Director/Principal or his/her designee will be the LEA at each IEP review/development meeting. These meetings shall be coordinated among the Sponsor's LEA designee or ESE representative, Charter School personnel (LEA), the student's parents or guardians, and the student, when appropriate. The Sponsor will invite the Charter School to any and all staffings and IEP meetings by giving at least two (2) weeks' prior notice with a copy of the Invitation to Planning Conference form by mail or given in person.

33.7.1. The Charter School will provide the Sponsor with the names of its representatives eligible to participate as the LEA in annual IEP meetings and updates. A person eligible to serve as LEA is:

a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of student with disabilities;

b. Knowledgeable about the general curriculum; and

c. Knowledgeable about the availability or resources of the local education agency.

34. Financial Accountability.

34.1. Proof of Start-Up Funding. No later than August 1 of the inaugural year, the School agrees to provide to the Sponsor proof of sufficient funds for start-up costs to assure prompt payment of operational expenses, etc. associated with

the opening of the School, including, but not limited to, the amount of teacher and other staff salaries and benefits, from the beginning of the school year through mid-September.

34.2. Funding. The Sponsor agrees to fund the Charter School's enrolled students as if the Charter School's students are in a corresponding basic program or a special program in a non-charter school in the Sponsor's district. The basis of the Sponsor's funding shall be the sum of the Sponsor's operating funds from the Florida Education Finance Program ("FEFP") as provided in §1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the Sponsor's current operating discretionary mileage levy, divided by the total number of funded weighted full-time equivalent ("WFTE") students in the Sponsor's district, multiplied by the WFTE of the School.

34.2.1. Federal Funding. For any program or service provided by the Sponsor which is funded by federal funds and for which federal dollars follow the eligible student, the Sponsor agrees, upon adequate documentation from the Charter School, to provide the Charter School with federal funds received by the Sponsor's district if the same level of service is provided by the Charter School, provided that the federal law or regulation does not prohibit this transfer of funds.

34.2.2. Capital Outlay Funding. The Charter School will submit a Capital Outlay plan to the Sponsor for approval before any capital outlay funds are released. This plan must be submitted by the date established by the DOE each year that the Charter School is eligible for capital outlay funds.

34.2.3. Categorical Funding. If the Charter School's students or programs meet the eligibility criteria in law, the Charter School shall be entitled to its proportionate share of categorical program funds included in the total FEFP funds available, which encompass transportation funds. The Charter School shall reimburse the Sponsor for any impermissible expenditure. The Charter School shall be permitted to respond to any audit findings regarding impermissible expenditures by the Charter School.

34.2.4. Class Size Reduction. The Charter School will receive a Class Size Reduction allocation, which is an operating categorical that is based on the weighted FTE. If the Charter School is not in compliance with the constitutional maximums, it may use the funds to defray expenses necessary to reduce class size in any lawful manner. Any lawful manner may include the following:

a.) The Charter School owns its own building, is building to own, or is purchasing facilities, expenditures for such mortgage payments, remodeling or construction as are necessary to expand its facilities to allow it to meet the class size reduction requirements.

b.) The Charter School provides sufficient staffing allocation funding to allow it to meet the class size reduction requirements.

34.3. Distribution of Funds.

34.3.1. Pursuant to § 1002.33(17)(d), Florida Statutes, the Sponsor may distribute funds for up to three months based on the projected full-time equivalent student membership. Thereafter, monthly distribution should be made to the Operator no later than 10 working days after the Sponsor has received the state and federal allocation. Funds distributed later than 10 days shall be subject to a 1% rate of interest per month calculated on the unpaid balance at a daily rate.

Additionally, distribution of FEFP funds shall be made as follows:

(a) Proportionately, amount for the months of July through November will be based on the projected FTE for the fiscal year.

(b) The monthly payment beginning in December through March will be based on the school October FTE count doubled to reflect the full year's FTE and annualized to reflect actual October FTE count.

(c) The monthly payment beginning in April through May will be based on the school February FTE count annualized to reflect actual February FTE count.

(d) The final payment for the school year will not be made until the Sponsor receives final membership counts for the school year. This usually occurs late July or early August.

(e) Should over or under payments occur, adjustment shall be made to the next monthly payment following the discovery of an under or over payment.

34.3.2. First Distribution. The first distribution of FEFP funds to the school each fiscal year shall be contingent on the following:

(a) Final facility inspection and approval, including the provision of a signed lease agreement, pursuant to paragraph Section (35.4) in this document; and

(b) The Sponsor's receipt from the Charter School of copies of student valid registration forms, to include the student's name, parent/guardian name and signature, address, telephone number and age of student.

(c) Proof of employment including contracts for sufficient employees as described in the school's charter application attached in Appendix 1.

34.3.3. Subsequent Distributions. The results of full-time equivalent (FTE) student membership surveys will be used in adjusting the amount of funds distributed monthly to the Charter School.

34.3.4. Calculation Revisions. Total funding for the Charter School shall be recalculated during the year to reflect the revised calculations under the FEFP by the State and the actual WFTE students reported by the Charter School during the FTE survey periods designated by the Commissioner of Education. Additionally, funding for the Charter School shall be adjusted during the year as follows:

a. Holdback/Proration. In the event of a state holdback or proration which reduces the Sponsor's district funding, the Charter School's funding will be reduced proportionately.

b. Exceeding State Cap. In the event the Sponsor's district exceeds the state cap for WFTE for Group 2 in any expenditure category of in any programs established by the Legislature, resulting in unfunded WFTE for the district, then the Charter School's funding shall be reduced to reflect its proportionate share of any unfunded WFTE.

c. Funding Adjustments. If the Sponsor receives notice of an FTE funding adjustment from the federal or state government, or as determined through an audit procedure to be inaccurate, which is attributable to noncompliance by the Charter School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the Charter School. If the assessment is charged near the end of or after the term of the Charter, where no further payments are due to the Charter School, the Sponsor shall provide prompt notice to the Charter School and the Charter School will reimburse the full amount to the Sponsor within thirty (30) days.

34.3.5. All funds distributed to the Operator from the Sponsor shall be used solely for educational purposes and the Operator shall have discretion to determine how such funding shall be allocated at the school level to serve those purposes.

34.4. Title I Funding. The Sponsor shall furnish the Operator with eligibility data regarding Title I eligible students enrolled in the Charter School. The Sponsor shall provide the Operator with Title I funds based on that information. During the first year of operation, the Sponsor shall identify those students enrolled in the Charter School who, during the preceding year, were eligible for the Federal Free or Reduced Price Lunch Program and shall base allocation of Title I funds on that data. All Title I funds accepted by the Operator shall be spent as required by applicable Federal law and regulations. The Operator shall submit to the Sponsor a Title I plan detailing how the Charter School will ensure Title I guidelines are being followed and that students are meeting high content and performance standards.

34.5. Capital Outlay Funds. In each year in which funds are appropriated for charter school capital outlay purposes, the Commissioner of Education shall allocate the

funds among eligible charter schools. Charter Schools must meet criteria presented in Florida Statute, Section 1013.62, for a funding allocation.

34.6. Tuition and Fees. The Operator shall not charge tuition to any student unless such student would otherwise be liable for tuition costs under applicable State law. The Operator may charge reasonable fees, to the extent permitted by law, for summer school programs, after school programs, student activities, and any other program that the schools in the district may charge a fee.

34.7. Outside Funding. The Operator may accept gifts, donations or grants so long as acceptance of such gifts, grants or donations does not violate any applicable law or the terms of the Operator's Charter. In the event that the Operator solicits funding from sources other than those set forth in this Section, it shall comply with all applicable State or Federal laws regarding the reporting of charitable solicitations. The Operator shall keep separate accounting records of all gifts, grants and donations. Any such gifts, grants and donations made directly to the Operator shall be used in accordance with the terms of such gifts, grants or donations. Any gifts, grants or donations made directly to the Operator for general application at the Charter School or for the students, shall be expended in the Charter School.

34.8. 501(c)(3) Status. The Operator may be recognized as an organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code, and if applicable, the Operator shall provide the Sponsor with copies of all filings relating to the Operator maintaining its 501(c)(3) exempt status, upon request.

34.9. Administrative Fee. Pursuant to 1002.33(20)(a), Florida Statute, the Sponsor may assess an administrative fee for services provided. The Sponsor shall assess a 5% administrative fee for services, provided in §1002.33(20)(a), F.S. The total fee shall be calculated based upon available funds as defined in §1002.33(17)(b), F.S. The sponsor shall withhold 5% for enrollment up to and including 500 students. Pursuant to §1002.33(20)(a), F.S., for charter schools serving 501 or more students, the sponsor shall utilize the difference between the total administrative fee calculation and the amount of the administrative fee withheld for capital outlay purposes only.

34.9.1. Up to a 5% administrative fee may be withheld by the Sponsor for enrollment up to and including 250 students. For charter schools with a population of 251 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may only be used for capital outlay purposes defined in 1013.62(2), Florida Statutes.

34.9.2. If the Charter School is classified as high-performing, the Sponsor may withhold a total administrative fee of up to 2% for enrollment up to and including 250 students per school.

34.9.3. Pursuant to 1002.33(20)(a)(4)., Florida Statutes, the Sponsor may withhold up to a 5% administrative fee for enrollment up to and including 500 students within a system of charter schools if the following criteria are met:

34.9.3.1. Includes both conversion charter schools and nonconversion charter schools;
34.9.3.2. Has all schools located in the same county;
34.9.3.3. Has a total enrollment exceeding the total enrollment of at least one school district in the state;
34.9.3.4. Has the same governing board; and
34.9.3.5. Does no contract with a for-profit service provider for management of school operations.

34.9.4. If the Charter School is high-performing and meets the criteria defined in Section 34.9.3. above, then the Sponsor may withhold up to 2% administrative fee for enrollments up to and including 500 students per system.

34.10. Federal Indirect Cost. The indirect cost percentage related to Federal grants will be withheld by the Sponsor for all grant programs in which the Charter School participates.

34.11. Services. Charter Schools may elect to contract with the Sponsor for goods and services. The Sponsor shall provide the Operator with a detailed fee schedule for services provided. Pursuant to §1002.33(20)(b), F.S., if goods and services are made available to the Charter School through a contract with the Sponsor, they shall be provided to the Charter School at a rate no greater than the Sponsor's actual cost unless mutually agreed upon by the Charter School and the Sponsor in a contract negotiated separately from the charter.

34.11.1. Additional Sponsor Services: Unless otherwise agreed, the Sponsor will charge the Charter School for the Sponsor's staff time and other services provided to the School at the following rates:

For staff time: hourly rate + benefits of the Sponsor's personnel performing the service X number of hours spent for services to the School, including travel time and mileage.

For warehouse, printing, learning resource center materials and services: Sponsor's then-current price schedule with normal surcharge.

For copies of documents: 15 cents/page;

34.11.2. For use of Sponsor's facilities, if agreed upon by Sponsor, such fees shall be in accordance with the Sponsor's adopted Use of Facilities schedule.. The Sponsor will invoice the Charter School monthly for these services, if any. The Charter School shall issue payment no later than thirty (30) working days after receipt of an invoice. If a warrant for payment of an invoice is not issued within thirty (30) working days after receipt by the Charter School, the Charter School shall pay to the Sponsor, in addition to the amount of the invoice, interest at a rate of one (1) percent per month calculated on a daily basis on the unpaid balance from the expiration of the thirty (30) day period until such time as the warrant is issued. If payment is not received by the Sponsor within forty-five (45) working days after receipt of the invoice by the Charter School, such non-payment shall constitute good cause for termination of this Charter.

34.12. Management and Financial Controls. At all times, the Operator shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include, but not be limited to: (1) accounting methods as specified in the Operator's Charter; (2) a checking account; (3) adequate payroll procedures; (4) bylaws; (5) procedures for the creation and review of monthly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports; and (6) internal control procedures for cash receipts, cash disbursements and purchases.

34.13. Annual Audits.

34.13.1. The Operator shall provide for an annual financial audit in accordance with s. 218.39, Florida Statutes.

34.13.2. The auditor selected by the Operator must be a licensed certified public accountant.

34.13.3. The Charter School shall have an annual financial and compliance audit completed and delivered to the Sponsor within two (2) months after the end of its fiscal year. The audit is to be performed in accordance with generally accepted auditing standards, and applicable standards contained in *Government Auditing Standards* (the "Yellow Book") issued by the Comptroller of the United States, and Office of Management and Budget Circular A-133, by a qualified independent certified public accountant, with experience in governmental accounting, retained by and paid for from funds of the charter school. The Charter School must establish an auditor selection committee and select qualified independent certified public accountant based on criteria set forth in statute. Charter schools must comply with all provisions related to the submission of their audit report to the Auditor General including the response/rebuttal and corrective actions or otherwise provided by law.

34.13.4. Annual Auditor's report. The Charter School must comply with all provisions related to the submission of its audit report to the Auditor General, including the response/rebuttal and corrective actions and as otherwise provided by law. The auditor's report shall be submitted to the Sponsor at the same time as the audited financial statements, and shall include the following:

a. The auditor's report on the financial statements, including required financial statement disclosures;
b. The auditor's report on compliance with laws and regulations;
c. The auditor's report on internal controls; and
d. A Management letter indicating any improper or inadequate accounting procedures, and the auditor's recommendation(s) for improving the Charter School's financial management, accounting procedures and internal controls.

34.13.5. If the financial audit reveals a deteriorating financial condition, as defined by State Board Rule, or one of the conditions listed in s. 218.503(1) have occurred, the Operator and Sponsor will develop a corrective action plan as required by s. 1002.345, Florida Statutes.

34.14. Audits by the Sponsor. The Sponsor reserves the right to perform additional audits or reviews, at the Sponsor's expense, as part of the Sponsor's financial monitoring responsibilities as deemed necessary. Additional audits or reviews shall be based on sound and reasonable circumstances that dictate additional reports beyond the reports required by this charter. The Charter School shall allow the Sponsor to perform audits of FTE Units for each period in which the Charter School reports FTE for funding under the FEFP. The Sponsor shall provide the Charter School two (2) weeks written notice prior to the date of such audit. Documents that may be audited include, but are not limited to, the following:

(a) All required student entry and withdrawal documentation;

(b) All required attendance documentation;

(c) All teacher certificates; and

(d) All eligibility documentation for students reported for ESE and ESOL funding, including all documentation required to establish levels of funding.

34.15. Fiscal Monitoring. Section 1002.33(5)(b)(c), Florida Statutes, requires the Sponsor to monitor the revenues and expenditures of the school.

34.15.1.The Charter School shall provide monthly financial statements to the Sponsor, which shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance and any Charter Board approved budget amendments, no later than the twentieth (20th) day of the following month. The monthly financial statements shall be prepared in accordance with Generally Accepted Accounting Principles in the same manner as the Charter School's annual financial reports, and be presented along the function/object dimensions prescribed in the Florida Department of Education publication titled *Financial and Program Cost Accounting and Reporting for Florida Schools,* (the 'Red Book").

34.15.3. The Charter School shall provide the Sponsor with unaudited annual financial statements, including all required financial statement disclosures, no later than six weeks after the Charter School's year-end covered by the financial statements.

34.16. Financial Records. The Charter School shall maintain documentation to support expenditures that are entered in the books of account and reflected in financial statements. Such documentation will take the form of original invoices, payroll information, bank statements, and receipts. The Charter School shall utilize the

governmental accounting model and follow the fund and account structure provided in the Red Book.

(a) Monthly Financial Statement. The Charter School shall provide a monthly financial statement to the sponsor no later than one (1) month after the end of the month. These reports shall include a balance sheet and a statement of revenues, expenditures and changes in fund balance. The monthly financial report shall be presented along the function/object dimensions prescribed in the Red Book.

(b) Other Financial Reports. The Charter School shall annually provide the Sponsor with an itemized list of real and personal property to include item description, vendor, purchase price, purchase date and useful life. The list shall correlate to the amounts in the audited financials.

(c) Other Reports. The parties agree that the Sponsor may request at any time, and the Charter School shall promptly provide, records and reports on the Charter School's operations, fiscal management, and student performance. Such reports may be in addition to those required elsewhere in this Charter.

(d) Annual Financial Report and Program Cost Report Information. The Charter School shall provide its annual financial report and program cost report information in state-required formats for inclusion in district reporting, in compliance with §1011.60(1), Florida Statutes.

34.17. Fiscal Year: The fiscal year of the Charter School shall be the same as the fiscal year of the Sponsor.

34.18. Financial Emergency. Section 1002.33 If a financial audit conducted by a certified public accountant in accordance with s.218.39 reveals that one or more of the conditions in s. 218.503(1) have occurred or will occur if action is not taken to assist the Charter School, the auditor shall notify the governing board of the Charter School, the sponsor, and the Commissioner of Education within 7 business days after the finding is made. The governing board and the sponsor shall develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification is received. The governing board shall include the corrective action plan and the status of its implementation in the annual progress report to the sponsor which is required pursuant to s. 1002.33(9). If the governing board fails to implement the corrective action plan within 1 year after one or more of the conditions specified in s. 218.503(1) occur, the State Board of Education shall prescribe any steps necessary for the charter school to comply with state requirements. The chair of the governing board shall annually appear before the State Board of Education and report on the implementation of the State Board of Education's requirements.

35. Facilities.

35.1. The Charter School shall be located at **835 School Street, Brooksville, FL. 34601** in **Hernando County**, in a facility that complies with all applicable building and

fire codes, health and safety requirements. The Operator shall immediately notify the Sponsor in the event that such occupancy permits are revoked.

35.2. An Operator opening a school in a newly constructed facility shall provide a detailed building plan to the Sponsor as a pre-opening requirement. The building plan may include, but is not limited to, a scope of work with timeline and cost estimates, project manager contact information and back-up facility plan. The Sponsor and Operator shall maintain consistent communication regarding the building construction to ensure the school opens within an agreed timeframe.

35.3. The Operator shall notify the Sponsor in writing regarding any potential change in the physical address of the school. If the address listed above is intended as a temporary location, a back-up facility plan should be provided in the Charter Application, Appendix 1.

35.4. The Operator agrees to provide the Sponsor with documentation regarding the Operator's property interest (owner or lessee) in the property and facility where the Charter School will operate. If the Operator does not own the property and facility, the Operator must show proof of a signed lease at least thirty (30) calendar days before the initial opening day of classes.

35.5. Pursuant to §1002.33(18)(a), Charter Schools shall decide whether to comply with the Florida Building Code or the State Requirements for Educational Facilities. It is expressly agreed that the Operator shall obtain all necessary facility certification, and other approvals required for use and continued occupancy of the facility as required by any applicable Federal, State or local law, ordinance or regulation.

35.5.1. Buildings. The Charter School agrees to use facilities which comply with the State Uniform Building Code for Public Education Facilities Construction adopted pursuant to s.1013.37, F.S., or with applicable state minimum building codes pursuant to Chapter 553, F.S., and state minimum fire protection codes pursuant to s.633.025, F.S., as adopted by the authority in whose jurisdiction the facility is located or otherwise provided by state law. In addition to other required inspections, the Sponsor's facilities department will review the school's facility before occupancy can occur. The Charter School shall provide the Sponsor with a list of the facilities to be used, site plans, and their location.

35.6. The Operator further agrees that it shall be responsible for all cost for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, and any other additional charges or surcharges by the local government or other governmental agencies.

35.7. The Operator will obtain a valid and current certificate of occupancy and any other certificates that are required by the applicable building, fire, health and sanitation enforcement authorities at all times during the term of this Charter.

35.8. Facility Approval: The facility approval for the Charter School is as follows::

35.8.1. In order to operate its Charter School for the 2013 – 2014 school year, the Charter School shall have made final arrangements for a facility site no later than July 14, 2013, and shall have obtained final facility approval pursuant to 1002.33 (19), no later than August 1, 2013. Operation of the School for the 2013 – 2014 school year shall be contingent on facility approval.

35.8.2. If the Charter School has not secured facility approval by that date, then the Charter School's first year under this Charter shall be solely for planning and development and the Charter School shall not enroll any students or receive any funding from the Sponsor.

35.8.3. If during the term of this charter, the Charter School intends to relocate its facility, the Charter School will give the Sponsor at least ninety (90) days advance notice in writing. For any relocation, the Charter School shall have obtained final facility approval for occupancy no later than ten school days prior to the time of beginning classes at the new site.

35.8.4. The Charter School shall provide a copy of all written leases relative to facilities no later than July 15th of each year.

35.8. Inspections. Each year the Charter School shall provide to the Sponsor copies of its annual Fire Safety Inspection by the local Fire Department and its Fire Safety, Casualty and Sanitation inspection by an inspector trained and licensed to inspect under 69A-60. The Sponsor shall include the Charter School's inspections in its District Annual Fire Safety Report. The Charter School shall keep copies of both annual inspections on file at the School.

35.9. Health Permits and Inspections. The Charter School shall, at minimum, obtain a limited food service operating permit from the Hernando County Health Department before August of its inaugural year and no later than July 15 of each subsequent year. The facility shall be inspected as applicable by law. A copy of the inspection report will be posted according to state law.

35.10. The Operator agrees that at no time during the term of this Charter will the enrollment of the Charter School exceed the capacity permitted by zoning, building, fire and other applicable laws or regulations.

35.11. An Operator occupying a District Surplus Facility shall sign a building lease for use of the facility. The lease shall be between the Sponsor and the Operator and detail terms regarding maintaining the facility in a manner similar to district school board standards.

35.11.1. Ownership. The Charter School shall provide the Sponsor the lease or proof of ownership of the facility before the commencement of classes on the first day of school. The Charter School shall show proof of appropriate facility certification, including all certificates that are required by local building codes, before the commencement of classes. If the Charter School does not have the appropriate certification by the commencement

of classes, an adjusted opening day must be mutually agreed upon with the Sponsor, or this Charter may terminate; however, the Charter School application shall remain effective for the following school year. In addition, the Charter School must obtain a Certificate of Occupancy for new facilities prior to occupation by students. Lack of a valid Certificate of Occupancy or Temporary Certificate of Occupancy is grounds for Charter School closure by the Sponsor until such time as the appropriate certificates have been obtained.

36. Property of the School.

36.1. The Charter School acknowledges that any and all real and personal property which is leased, purchased, or otherwise acquired by the Charter School, through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida, shall be used solely by the Charter School for purposes related to the operation of the Charter School. The Charter School shall not enter into any contract which allows funds provided by or through the Sponsor or the State of Florida to be used directly or indirectly by any entity other than the Charter School to own or acquire any real or personal property, nor shall the Charter School allow any real or personal property leased, purchased or otherwise acquired through the direct or indirect use of funds provided by or through the Sponsor or the State of Florida, to be titled in the name of any entity other than the Charter School.

37. Governance Structure.

37.1. Non-profit Organization. The Charter School is developed by a Florida not-for-profit entity. The governing board identified in the charter application shall oversee the affairs of the Charter School. The School's governing board will define and refine policies regarding educational philosophy, assessment and accountability measures, policy decision-making, fiscal controls and systems.

37.1.1. Non-profit reporting to Sponsor. The Charter School shall provide to the Sponsor a copy of the 501 (c)(3) application, as well as copies of all annual information returns required by the Internal Revenue Code, which shall be prepared by a Certified Public Accountant licensed in the State of Florida. The Charter School shall designate itself in Appendix 1 as a public or private employer.

37.2. Governing body. The governing body shall provide to the Sponsor a complete list of governing body members, qualifications and resumes. In the event of resignation, removal and/or addition of new members, the Operator shall notify the Sponsor within 14 calendar days. All members appointed to the School's governing shall be fingerprinted, no later than 45 days after appointed pursuant to s.1002.33(12)(g), Florida Statutes.

37.2.1. Names of and Contact Information for Governing Board Members: The names of Governing Board members must be held current at all times, and the Sponsor shall be notified immediately of any changes. The replacement of the initial Governing Board Members must be done in

staggered terms to ensure continuity in leadership and oversight, said terms of replacement should be properly stated in the Board's by-laws. The Charter School shall provide parents the names and contact information of the members of the Governing Board.

37.3. Conflict of Interest and Code of Ethics Standards. No member of the governing body shall receive any compensation for services, directly or indirectly, from the School's operations. All governing body members are subject to the Code of Ethics provisions in Florida Statute, Chapter 112. Violation of this provision shall constitute a material breach of Charter.

37.3.1. The Charter School Board Chair is responsible for ensuring the following:

a. An employee of the Charter School or of the management company operating the Charter School shall not be a voting member of the School's Governing Board.

b. An individual may not be employed, promoted, or advanced in or to a position in the Charter School if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the Charter School and who is a relative of the individual or if such appointment, employment or advancement is made by the governing board of which a relative of the individual is a member.

c. No officer, employee or member of the board of directors of the Charter School, acting in his or her official capacity, shall either directly or indirectly purchase, rent or lease any realty, goods or services from any business of which the officer, employee or member of the board of directors or their immediate family is an officer or employee or has a material interest. Nor shall an officer, employee or member of the board of directors for the Charter School or their immediate family directly or indirectly rent, lease or sell any realty, goods or services to the Charter School.

d. A prohibited conflict of interest would exist if a voting member of the School's Governing Board becomes a principal in a profit-making venture or company that has submitted an application to participate in the operation of a charter school.

e. A prohibited conflict of interest would exist if the spouse, parent, child, step-child, sibling or employee of the Charter School's Governing Board member were also a member of the Charter School's Governing Board.

37.3.2. Use of Public Funds. The Charter School shall use no public funds received from or through the Sponsor to purchase or lease a property, goods or services from any director/principal, officer or Board Member of

the Charter School or the spouse, parent, child, sibling of any principal/director, officer or Board Member, or from any business in which any officers or employees have an interest. Nor shall the Charter School use any property, goods or services purchased or leased by public funds for the private benefit of any person or entity. Officers, employees and members of the governing board of a charter school and their families are subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

37.4.. Public Meetings and Records. The School shall open all governing body meetings to the public, pursuant to Florida Statute, s. 286.011, Florida Statutes and public notice shall be given in a timely manner. The School shall also comply with s. 1002.33(16)(b)(2), Florida Statutes, relating to public records.

37.4.1. The Charter School's governing body shall conduct regularly scheduled meetings, provide reasonable public notice of the date, time and place of its meetings, and make minutes of its meetings available for public review in accordance with Florida's Public Records Law, Chapter 19, Florida Statutes. The Charter School's regularly scheduled meetings shall include sufficient member attendance to constitute a quorum of the governing body for the official conducting of School business. The Charter School shall provide a written process for providing public comment at board meetings. The requirement to hold regularly scheduled meetings and to make minutes of its meetings available to the public shall begin on the date the school is approved by the District. In addition the governing board of the Charter School shall at its first scheduled public meeting affirm and take responsibility for all contractual obligations undertaken by the governing board from the time the not-for-profit was incorporated until the Charter School was approved by the District. Each contractual obligation undertaken by the governing board prior to the school being approved by the district shall be recorded in the school minutes in enough detail to provide a clear rationale for undertaking the contractual obligation.

37.5. Powers of the Charter School's Governing Body. The powers of the Charter School's directors shall be as set forth in the bylaws. The Charter School's governing body shall supervise the principal of the Charter School, supervise audits and business practices, and be responsible for handling complaints concerning the operation of the Charter School. A copy of the original bylaws and their annual revisions shall be submitted to the Sponsor. Under no circumstances shall the governing body delegate its responsibilities to any private, for-profit entities.

37.6. Roles and Responsibilities of Governing Body. The Charter School's governing body shall annually adopt and maintain the Charter School's official operating budget and any subsequent amendments to the budget, and exercise continuing oversight over the Charter School's operation. In exercising its oversight and maintaining the budget, the governing body shall provide for a balanced general operating fund. The governing body shall review the Charter School's monthly financial statements and the performance of school administration at regular intervals. It shall be the governing body's responsibility for ensuring retention of

a CPA or auditor for the annual financial audit, reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan, and monitoring a financial recovery plan in order to ensure compliance. It shall also be the governing body's responsibility to ensure that the Sponsor receives reasonable proof of the Charter School's ability to fund the startup of the Charter School, as set forth in Section (34.4.) of this Charter.

37.7. Access by Sponsor to School. The Charter School acknowledges that a charter school is a Florida public school and is considered by the DOE to be a School District of Hernando County public school. Each charter school is supported in the main by public funds. A charter school is subject to the oversight of the Hernando County School Board, the Superintendent of Public Schools for Hernando County, Florida, and the Superintendent's administrative staff. The School agrees to provide the Sponsor's administrators with immediate access to the Charter School at any time the Sponsor or the Sponsor's administrators deem necessary in order to carry out the Sponsor's oversight function.

37.8. School Administrator or Principal. The Charter School shall provide the services of a full-time administrator/principal during all hours students are on the Charter School site, at minimum. The duties of the Charter School's administrator/principal shall be as set forth in Appendix 1.

38. Management Companies.

38.1. The Operator shall submit all management company or service provider contracts to the Sponsor for review. The Sponsor shall review the management company or service provider contracts based on fiscal and legal compliance with all applicable laws, ordinances, rules, and regulations. The Sponsor shall submit written documentation of any and all concerns noted in the contract review.

38.2. The contract between the Operator and the management company shall require that the management company operate the Charter School in accordance with the terms stipulated in the Operator's Charter and all applicable laws, ordinances, rules, and regulations.

39. Employment.

39.1. Operator Role and Practices. The Operator shall hire its own employees. The governing board of the Operator shall observe non-sectarian and anti-discriminatory practices. The Operator shall identify the charter school as a private or public employer in the state of Florida.

39.2. Employment Requirements. All instructional staff employed by the Operator shall meet all applicable state requirements for instructional personnel. If allowed by applicable State law, the Operator may employ a school leader and contract with skilled non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals.

39.2.1. Teacher Certification. The teachers employed by or under contract to the School shall be certified as required by s.1012.56, F.S. and applicable federal statutes. The Charter School in conjunction with the Sponsor

shall determine whether or not an applicant is eligible for certification based on documentation submitted by the applicant, and whether or not an applicant qualifies as a non-certified expert-in-the-field. Teachers assigned out-of-field must, each year, complete the required credit hours toward certification. The Charter School may employ or contract with skilled, selected non-certificated personnel to provide instructional services or to assist instructional staff members as teacher aides in the manner set forth in s.1012.56, F.S. Any decision by the Charter School to employ or contract with skilled, selected non-certificated personnel to provide instructional services or to assist instructional staff members as teacher aides in the manner set forth in s.1012.56, F.S. Any decision by the Charter School to employ or contract with noncertified persons for instruction services, and the basis for that decision, shall be shown in the minutes of a meeting of the Charter School's governing body.

39.2.1.1. ESE Endorsements or Certifications. The Charter School must hire an appropriate number of ESE-certified teachers to provide ESE services. The Sponsor must be notified immediately by the Charter School in the event that a certified ESE teacher is no longer employed or providing services to ESE students as required by their IEPs.

39.2.1.2. ESOL Endorsements or Certifications. Students enrolled at the Charter School who have been determined to have limited proficiency in English shall be served by ESOL-certified or ESOL-endorsed personnel, in accordance with the policies and procedures set by the State of Florida and will follow the Sponsor's District ELL Plan for Limited English Proficient Students. The Charter School will meet the requirements of the Consent Decree entered in *LULAC, et al. v. State Board of Education* and reauthorizations.

39.2.2. Certifications and Licensure. The Charter School may not employ an individual to provide instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. Paraprofessionals employed by the Charter School must meet the educational requirements set forth in applicable federal statutes.

39.2.2.1. All employees and agents of the Charter School have an obligation and legal responsibility to report misconduct by instructional personnel and school administrators which affects the health, safety, or welfare of a student. Charter School officials are responsible for reporting teacher misconduct to the Department of Education, Office of Professional Practices, as required by Statute. In addition, the Charter School is responsible for complying with all applicable statutes for reporting child abuse, including but not limited, specific compliance with 1006.061.

39.2.3. Qualifications Disclosure. The Charter School agrees to disclose to the parents of its students and to the Sponsor the qualifications of its teachers and paraprofessionals. The Charter School shall submit to the Sponsor a list of all teachers and paraprofessionals employed at the Charter School at the beginning of each school year. The list must include the certification information requested by the Sponsor. The Charter School shall report to the Sponsor any and all staff changes made during the school year as they occur. At the Sponsor's request, the Charter School shall provide documentation as to the qualifications of persons designated as experts who assume instructional responsibilities. The Charter School shall notify parents of its students of those teachers who are teaching out of field prior to the first F.T.E. period and shall provide documentation as to the qualifications of persons designated as "experts in the field" who assume instructional responsibilities, if required.

39.2.4. Procedures. The Charter School agrees to implement the intended practices and procedures for hiring and dismissal; policies governing salaries, contracts and benefit packages; and targeted staff size, staffing plan and projected student-teacher ratio as described in Appendix 1.

39.3. Eligibility Requirements for Substitutes. All temporary instructors at the Charter School must meet any applicable State and Federal requirements for substitute teachers.

39.4. Criminal Background Checks. The Operator agrees to perform any and all criminal background checks required by State or local law before employing any person. The Operator further agrees that no person shall be employed whose criminal background check returns information that disqualifies that person from employment in a Charter School under any applicable Federal, State, or local law, ordinance or regulation. Applicants will be required to complete a background check document, similar to the Sponsors, as part of the application process.

39.4.1. Fingerprinting. The Charter School shall require all employees, prior to employment, to comply with fingerprinting requirements of §1012.32 and 1012.315 Florida Statutes. The members of the Charter School's governing body shall be fingerprinted in a manner similar to that provided in §1012.32, Florida Statutes. The Sponsor shall notify the Charter School of any findings. In the event of the renewal of this Charter, the Charter School shall update the fingerprint records of each employee and member of the Charter School's governing body every five (5) years as required by state law. The governing body of the Charter School shall not allow any person who has been convicted of a crime of moral turpitude to serve in any position requiring or involving direct contact with students. The Charter School is responsible for compliance with all applicable Florida Statutes pertaining to background screening and employment requirements. The governing body shall not allow any person with a criminal conviction to serve in any capacity with the Charter School or its governing body without the written consent and approval of the governing body, which shall be signed by consenting member of the governing body. In addition, the Charter School will develop a professional review

committee to evaluate information provided by the applicant on his/her background information form. If an applicant fails to disclose relevant background information and the report of compliance is returned with a criminal offense, the review committee may recommend termination.

39.5. Anti-Discrimination Provision. The Charter School shall comply with the anti-discrimination provisions of §1000.05, Florida Statutes ("The Florida Education Equity Act").

39.6. Non-Compliance. If the Charter School is determined to be in non-compliance with Section 39 (39.2.1.), (39.2.2.), or (39.4.), the Sponsor shall provide written notice to the Charter School. If the Charter School is not in compliance within twenty-one (21) calendar days of its receipt of the notice, the Sponsor may require the Charter School to remove the employee until compliance is met.

39.7. Drug Free Workplace. The Charter School will establish and maintain an alcohol and drug-free workplace, pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. §701 et seq., and 34 C.F.R. Part 85(F). If the Charter School employs persons to operate commercial motor vehicles, it shall comply with the requirements of the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V), 49 C.F.R. Parts 40 and 382, and §234.101, Florida Statutes. The testing records shall be made available to the Sponsor for inspection upon request.

40. **Insurance.** The Operator shall obtain, maintain and provide the Sponsor with evidence of the following insurance coverage throughout the term of the Operator's Charter:

40.1. Indemnification of Sponsor. To the fullest extent permitted by law, the Operator shall indemnify, defend and hold harmless the Sponsor, its members, officers, employees, agents, affiliates, representatives (collectively, the "Sponsor Indemnitees") from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorneys fees, arising out of all claims, liens, demands, suits, liabilities, injuries of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) possession, occupancy or use of the property of the Charter School, its faculty, students, patrons, employees, guests or agents, (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Operator, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulations by the Operator, its faculty, students, patrons, employees, guests or agents and/or (iv) any breach, default, violation or non-performance by the Operator of any term, covenant, condition, duty or obligation provided in this Charter including, but not limited to, the Accountability Plan (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Sponsor Indemnity or from any act or omission of the Operator required by law or the Operator's Charter.

40.2. Indemnification of Operator. To the fullest extent permitted by law, the Sponsor shall indemnify, defend and hold harmless the Operator, any successor entity thereto, and their respective members, officers, employees, agents, affiliates and

representatives (collectively, the "Operator Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) any act or omission to act, whether negligent, willful, wrongful or otherwise by the Sponsor, its members, officers, employees, agents, affiliates or representatives (ii) a violation of any law, statute, code, ordinance or regulations by the Sponsor, its members, officers, employees, agents, affiliates or representatives, and/or (iii) any breach, default, violation or non-performance by the Sponsor of any term, covenant, condition, duty or obligation provided in this Charter (collectively, the "Covered Losses"). This indemnification shall not apply to the extent that any Covered Loss results from the negligence or wrongful act or omission of any Operator Indemnitee or from any act or omission of the Sponsor required by law or this Charter.

40.3. Defense of Indemnified Parties. This indemnification, defense and hold harmless obligation shall survive the termination of this Charter. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

40.4. Duty to Indemnify. The duty to indemnify for professional liability as insured by the School Leader's Errors and Omissions policy described in this charter will continue in full force and effect notwithstanding the expiration or early termination of this Charter with respect to any claims based on facts or conditions which occurred prior to termination.

40.5. Limitations. In no way shall the School Leader's Errors and Omissions limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the Charter School is insured or for which the Charter School should have been insured under Commercial General Liability Insurance, Automobile Liability Insurance or Employer's Liability Insurance.

40.6. Patent and Proprietary Rights. The Charter School shall also indemnify, defend and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, software, machine or appliance used by the Charter School.

40.7. Sovereign Immunity. Notwithstanding anything herein to the contrary, neither party waives any of its sovereign immunity, and any obligation of one party to indemnify, defend or hold harmless the other party as stated above shall extend only to the limits, if any, permitted by Florida law, and shall be subject to the monetary limitations established by s.768.28, F.S.

40.8. Financial Arrangements. Any loans, bonds, or other financial arrangements are not obligations of the state or the Sponsor but are obligations of the Charter School and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the state or Sponsor shall not be pledged and no debts shall be payable out of any moneys except those of the legal entity in possession of a valid charter approved by the Sponsor.

40.9. Notice of Claims. The Charter School and the Sponsor shall notify each other of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Charter School or Sponsor shall at all times have the right to participate in such defense at its own expense. If within a reasonable amount of time after receipt of notice of a Third Party Claim, the Charter School or Sponsor shall fail to undertake to so defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense of the Charter School or Sponsor, which they agree to assume. The Charter School and the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a Third Party Claim.

40.10. Evidence of Insurance. Without limiting any of the other obligations of the Charter School, the Charter School shall, at the Charter School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Charter. As to each type of insurance required to be provided by the Charter School under this Charter, the Charter School shall provide evidence of such insurance in the following manner:

40.10.1. Time to Submit. As evidence of compliance with the insurance required by this Charter, the Charter School shall furnish the Sponsor with fully completed certificate(s) of insurance, signed by an authorized representative of the insurer(s) providing the coverage, not later than ten days before the starting day for employees. The insurance shall be maintained in force, without interruption, until this Charter is terminated.

40.10.2. Notice of Cancellation. Each certificate of insurance shall provide and require that the Sponsor will be given no less than sixty (60) days written notice prior to cancellation.

40.10.3. Renewal/Replacement. Until such time as the insurance is no longer required to be maintained by the Charter School, the Charter School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

40.11. Acceptable Insurers. Insurers providing the insurance required of the Charter School by this charter must meet the following minimum requirements:

40.11.1. Insurers shall be authorized by certificates of authority from the Department of Insurance of the State of Florida, or an eligible surplus lines insurer under Florida Statutes.

40.11.2. If, during the period when an insurer is providing insurance required by this Charter, an insurer shall fail to comply with the foregoing minimum requirements, the Charter School shall, as soon as it has knowledge of

any such failure, immediately notify the Sponsor and immediately replace the insurance with new insurance from an insurer meeting the requirements within 30 days of notification.

40.12. Commercial General Liability Insurance. The Charter School shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

40.12.1. Liabilities Covered. The Charter School's insurance shall cover the School for those sources of liability (including, but not limited to, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.

40.12.2. Minimum Limits. The minimum limits to be maintained by the Charter School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars and zero cents ($1,000,000.00) per occurrence/two million dollars and zero cents ($2,000,000.00) annual aggregate.

40.12.3. Deductible/Retention. Except with respect to coverage for Property Damage Liability, the commercial General Liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars and zero cents ($1,000.00) per occurrence.

40.12.4. Occurrence/Claims. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims made basis, the Charter School shall maintain, without interruption, the Liability Insurance until four (4) years after termination of this Charter.

40.12.5. Additional Insured. The Charter School shall include the Sponsor and its members, officers and employees and agents as "Additional Insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured – Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "the Sponsor, its members, officers, employees and agents as additional insured". A copy of the policy and certificates shall be provided to the Sponsor within ten (10) calendar days after receipt by the Charter School.

40.13. Automobile Liability Insurance. The Charter School shall, at its sole expense, procure, maintain and keep in force Automobile Liability Insurance which shall conform to the following requirements:

40.13.1. Liabilities Covered. The Charter School's insurance shall cover the Charter School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Charter.

40.13.2. Occurrence/Claims. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the Charter School shall maintain, without interruption, the Automobile Liability Insurance until four (4) years after termination of this contract.

40.13.3. Minimum Limits. The minimum limits to be maintained by the Charter School (inclusive of any amount provided by an umbrella or excess policy) shall be one million dollars and zero cents ($1,000,000.00) per occurrence with a deductable of not more than one thousand dollars and zero cents ($1,000.00), and if subject to an annual aggregate, two million dollars and zero cents ($2,000,000.00) annual aggregate.

40.14. Workers' Compensation. The Charter School shall, at its sole expense, provide, maintain and keep in force Worker's Compensation/Employer's Liability Insurance which shall conform to the following requirements:

40.14.1. Coverages. The Charter School's insurance shall cover the Charter School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured, it subcontractors and sub-subcontractors) for those sources of liability which would be covered by the latest edition of the Standard Worker's Compensation Policy, as filed for use in Florida by the national Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal and state law.

40.14.2. Minimum Limits. Subject to restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be one million dollars and zero cents ($1,000,000.00) per occurrence/two million dollars and zero cents ($2,000,000.00) annual aggregate. If the Charter School leases employees, it shall provide certified proof that the lesser corporation maintains appropriate workers compensation insurance.

40.15. School Leader's Errors and Omissions Insurance. Subject to reasonable commercial availability, the Charter School shall, at its sole expense, procure, maintain and keep in force the School Leader's Errors and Omissions Liability Insurance, which shall conform to the following requirements:

40.15.1. Form of Coverage. The School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the Charter School for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Charter, including all provisions of indemnification which are part of this Charter.

40.15.2. Coverage Limits. The insurance shall be subject to a maximum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars and zero cents ($1,000,000.00) per claim/two million dollars and zero cents ($2,000,000.00) annual aggregate, with a maximum deductible of five thousand dollars and zero cents ($5,000.00) per claim.

40.15.3. Occurrence/Claims. Subject to reasonable commercial availability, coverage shall be on an occurrence basis. If on a claims-made basis, the Charter School shall maintain, without interruption, the Errors and Omissions Insurance until four (4) years after termination of this Charter.

40.15.4. Alternative. If the School Leader's Errors and Omissions liability insurance is not reasonably commercially available, the School shall provide Officers, Directors and Employees Errors and Omissions liability insurance in lieu thereof with the same minimum limits of coverage as set forth above. Coverage shall be on an occurrence basis. If such insurance is on a claims made basis, the Charter School shall maintain, without interruption, the insurance until four (4) years after termination of this Charter.

40.16. Property Insurance. The Charter School shall maintain hazard insurance on its own buildings and property during the term of this Charter. The Charter School will provide proof of such insurance and its renewals to Sponsor.

40.16.1. Buildings. The Charter School agrees to secure hazard insurance coverage for its own buildings, property and contents during the term of the Charter. The Charter School will provide proof of such insurance and its renewals to the Sponsor. In the event of a claim and the Charter School chooses not to rebuild or repair, the proceeds from the claim shall be promptly paid to the Sponsor to rebuild or repair.

40.16.2. Property Damage Liability. The coverage for Property Damage Liability may be subject to a maximum deductible of one thousand dollars and zero cents ($1,000.00) per occurrence.

40.16.3. Watercraft insurance and liability coverage: The Charter School agrees to secure liability insurance coverage for all owned or leased watercraft during the term of the Charter. The Charter School shall provide proof of such insurance and its renewals to the Sponsor during the term of this Charter contract. The

coverage for Watercraft Liability Insurance shall be subject to a minimum liability coverage of one million dollars and zero cents ($1,000,000.00) per claim.

40.17. Additional Insurance Provisions. The following provisions are applicable to all insurance coverages required under this Charter:

40.17.1. Other Coverages. The insurance provided by the Charter School shall apply on a primary basis, and any other insurance or self-insurance maintained by the sponsor or its members, officers, employees or agents shall be in excess of the insurance provided by or on behalf of the Charter School.

40.17.2. Deductibles/Retention. Except as otherwise specified, the insurance maintained by the school shall apply on a first dollar basis without application of a deductible or self-insurance retention.

40.17.3 Liability and Remedies. Compliance with the insurance requirements of this Charter shall not limit the liability of the Charter School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to, and not in lieu of, any other remedy available under this Charter or otherwise.

40.17.4. Subcontractors. The Charter School shall require its subcontractors and sub-subcontractors to maintain any and all insurance required by law. Except to the extent required by law, this Charter does not establish minimum insurance requirements for subcontractors or sub-subcontractors.

40.17.5. Approval by Sponsor. Neither approval by the Sponsor nor failure to disapprove the insurance furnished by the Charter School shall relieve the Charter School of the School's full responsibility to provide the insurance as required by this Charter.

40.17.6. Default Upon Non-Compliance. The Charter School shall be in material default of this Charter for failure to procure, maintain and keep in effect the insurance as required by this Charter.

41. Covenants and Warranties of the Operator. The Operator covenants and warrants as follows:

41.1. Compliance with Laws and Regulations. The Operator shall operate at all times in accordance with all applicable Federal and State laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, housing status or need for special educational services. The Operator will not partake in activities or events that foster the establishment of religion contrary to the first Amendment of the Constitution.

41.2. Compliance with Charter. The Operator shall operate at all times in accordance with the terms of its Charter.

41.3. Maintenance of Corporate Status and Good Standing. The Operator shall at all times maintain itself as a not-for-profit corporation under all applicable State laws, shall remain in good standing, and shall timely make all required filings to maintain its status and good standing. Upon request, the Operator shall provide the Sponsor with certified copies of its Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a not-for-profit corporation, its By-laws, and all amendments or modifications thereto.

42. Cancellation/Termination of the Operator's Charter.

42.1. The Sponsor may terminate the Operator's Charter pursuant to s.1002.33(8)(a), Florida Statutes, on any of the following grounds:

42.1.1. Failure to participate in the state's education accountability system created in s.1008.31, Florida Statutes, as required in this section, or failure to meet the requirements for student performance stated in the charter.

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

42.1.3. Violation of law related to the operation of the school.

42.1.4. Other good cause shown as determined by the Sponsor.

42.2. Good cause for non-renewal or termination includes, but is not limited to, the following:

42.2.1. Failure to participate in required State assessment programs.

42.2.2. Failure to achieve state defined Annual Measurable Objectives (AMOs) by the end of the 2016-2017 school year [Elementary Secondary Education Act (ESEA) waiver to NCLB 2001];

42.2.3. If the Operator or its representatives are found to have committed a material fraud related to the operation of the school or to have made a material misrepresentation in the Operator's charter school application and proposal;

42.2.4. Failure to implement a School Improvement Plan, as required;

42.2.5. Failure to make progress toward the stated mission of the Operator pursuant to the charter school application and the Operator's Charter;

42.2.6. Failure to deliver instructional programs or curricula identified in the charter school application or proposal;

42.2.7. Having 90 days or more delinquency in payments to vendors or inability to maintain adequate cash flow;

42.2.8. If the Operator files for voluntary bankruptcy, is adjudicated bankrupt or insolvent, or is otherwise financially impaired such that the Operator cannot continue to operate or the Operator is no longer economically viable;

42.2.9. Failure to have an acceptable annual audit and timely submit financial reports or other reports required by State or Federal law or the terms of the Operator's Charter;

42.2.10. Failure to manage public funds in accordance with the Generally Accepted Accounting Principles;

42.2.11. Failure to maintain insurance coverage as described in this Charter;

42.2.12. Failure to provide the Sponsor with required access to records;

42.2.13. Violation of any court order pertaining to the operation of the Charter School;

42.2.14. Breach of any covenant, warranty or obligation contained in the Operator's Charter;

42.2.15. Failure to comply with any applicable building, fire or health code requirements;

42.2.16. Failure to comply with all applicable Federal, State and local laws and regulations;

42.2.17. Failure to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by local government or other governmental agencies;

42.2.18. Failure to provide Exceptional Student Education programs and services as required by Federal, State and local laws and policies; or

42.2.19. Failure to provide English Language Learners with programs and services required by Federal, State and local laws and policies.

42.3. At least ninety (90) days before terminating the Charter, the Sponsor or its agents or representatives shall notify the Operator of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Operator's governing body may, within 14 calendar days after receiving the notice, request an informal hearing before the Sponsor. The district must conduct the hearing within 30 calendar days after receiving the written request.

42.4. The Sponsor, at its sole discretion, may send in financial and/or instructional experts from the Sponsor to advise and assist the Operator in improving the situations stated in the notice as grounds for termination. The Operator shall cooperate fully with such Sponsor personnel's attempts to assist the Operator. Failure to cooperate, or failure to significantly improve the noted situation(s) with such assistance, shall constitute further good cause for termination.

42.5. The Sponsor shall conduct the informal hearing within 30 calendar days after receiving a timely written request. The Operator's governing body may, within the 30 calendar days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to any applicable State law.

43. Immediate Termination. This Charter may be terminated immediately by the Sponsor with board action, if it is determined that the health, safety, or welfare of the students is threatened.

43.1. Except in cases of Good Cause or extreme danger to student health, safety, or welfare, the Sponsor agrees to provide, when practical and feasible, three (3) calendar days' notice before effectuating an immediate termination. The Sponsor must provide the basis for the termination in writing detailing the basis, and such

findings should be made concurrently with the Sponsor's termination action. The Operator's governing board may, within fourteen (14) calendar days after receiving the Sponsor's decision to terminate the Charter, appeal the decision pursuant to any applicable State or local law.

43.2. Upon immediate termination, the Sponsor shall assume the operation of the Charter School at least throughout any timely appeal by the Operator under State or local law. The Operator agrees that, upon receiving notice of the Sponsor's decision to immediately terminate the Charter, the Operator shall immediately give the Sponsor all the keys to the Charter School's facilities and all security-system access codes and access codes for all computers in the Charter School's facilities, and shall immediately make accessible all education and administrative records of the Charter School so that the Sponsor may properly assume operation of the Charter School. Moreover, within two (2) business days, the Operator shall turn over all records and information regarding the accounts of all of the public funds held by the Operator; and turn over all of the public property and public funds to the Sponsor. The Operator shall fully cooperate in the turnover to the Sponsor to ensure a smooth transition for the students.

43.3. The Operator's instructional and operational employees may continue working in the Charter School during the time that the Sponsor operates the Charter School. Notwithstanding the general policy of requiring such employees to continue serving in their regular capacities during this time, the Sponsor reserves the right to take any appropriate personnel action as to such employees if any cause for personnel discipline should arise or be discovered during the Sponsor's assumed operation of the Charter School. Additionally, the Sponsor may elect to void contractual agreements.

43.4. Any unencumbered public funds from the Charter School, any Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the Charter School, in the possession of any person, entity, or holding company, other than the Charter School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

43.5. If the Operator prevails in an appeal, the Sponsor shall, within three (3) business days, return keys, security codes, and the facility itself to the Operator. In that case, the Operator's employees will continue as employees of the Operator, and the governing board of the Operator shall resume operation and oversight of the charter School. However, the Charter still may be terminated on 90 days' notice if grounds for such termination exist.

43.6. If the Operator appeals and is not successful, the Sponsor shall allow the Operator's governing body to retrieve any personal belongings of its members from the Charter School, but all property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor.

44. Post Termination Matters.

44.1. In the event that the Charter School is required to cease operation for any reason including but not limited to non-renewal, pursuant to Florida Statute §1002.33(8),

the provisions of the School Closure Protocol, as detailed herein, shall take effect immediately.

44.2. In cases of non-renewal or termination of the Charter, the Charter School shall be dissolved. The governing body agrees not to dissolve until it has concluded all affairs connected to the non-renewal or termination of the Charter. Student records shall be turned over to the Sponsor within 3 business days; and copies of all administrative, operational, and financial records of the Operator shall be provided to the Sponsor on the date the termination/non-renewal takes effect. A final audit report and the final accountability report shall be submitted for the immediate fiscal and school year.

44.3. In the event the Operator's Charter is terminated, any property, improvements, furnishings and equipment purchased with public funds shall automatically revert to the Sponsor (subject to any lawful liens and encumbrances).

45. Intervention.

45.1. The Sponsor retains the right to institute an intervention or to require the Operator to enter into a school improvement plan as required under Federal or State law for the purpose of addressing any defaults or deficiencies in the operation of the Charter School.

46. Disputes. If a conflict arises out of the terms, construction, or rights or obligations contained in this Contract, the Sponsor or the School may commence action in accordance with the guidelines stipulated in Fla. Statute, § 1002.33(6)(i).

47. Governing Law. The Operator's Charter shall be governed by, subject to and construed under the laws of the State of Florida without regard to its conflicts of law provisions.

48. Waiver. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

49. Counterparts; Signature by Facsimile. The Operator's Charter may be signed in counterparts, which shall together constitute the original agreement of the Parties. Signatures received by facsimile (with confirmation thereof) by either of the parties shall have the same effect as original signatures.

50. Modification. The Operator's Charter, including the application materials attached as Appendix 1, may not be modified during its initial term or any renewal term, unless such modifications shall be executed by both Parties in writing.

51. Assignment. This Charter may not be assigned or delegated by the Operator under any circumstances, it being expressly understood that this Charter runs solely and exclusively to the Operator.

52. Notices. Any notice, demand or request from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if it is delivered by hand, overnight courier, facsimile (with confirmation thereof), or within three (3) business days of being sent by registered or certified mail, postage prepaid, to the Parties at the following addresses:

School: Brooksville Engineering, Science, and Technology (temporary mailing address)
7224 River Country Drive
Weeki Wachee, FL 34607

Sponsor: The School Board of Hernando County, Florida
919 North Broad Street
Brooksville, Florida 34601

53. Severability. In the event that any provision of the Charter shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter shall not be affected thereby, and each remaining provision of the Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have made and entered into this Charter as of the Effective Date stated above.

Sponsor: The School Board of Hernando County, Florida

By: _____

Print Name: _____

Witness: _____

Operator: Brooksville Engineering, Science, and Technology Academy, Inc.

By: _____

Print Name: Aimee Whitehead

Witness: _____

STATE OF FLORIDA COUNTY OF HERNANDO

On this 13 day of 3, 2013, before me personally appeared AIMEE L. WHITEHEAD, for **Brooksville Engineering, Science, and Technology, Inc.** Hernando County, Florida, to me personally known or who produced FLORIDA DL as identification and who, after being first dully sworn, acknowledge that they executed this document as their free act and deed.

_____
NOTARY PUBLIC
State of Florida At Large
Commission No:
Commission expires:

SHIRLEY A. PHILBRICK
MY COMMISSION # DD 869939
EXPIRES: May 6, 2013
Bonded Thru Notary Public Underwriters

SHIRLEY A. PHILBRICK
Printed Name of Notary

STATE OF FLORIDA COUNTY OF HERNANDO

On this 14th day of March, 2013, before me personally appeared Matthew A. Forgione, Chair, for the School Board of Hernando County, Florida, to me personally known or who produced _____ as identification and who, after being first dully sworn, acknowledge that they executed this document as their free act and deed.

_____
NOTARY PUBLIC
State of Florida At Large
Commission No:
Commission expires:

Notary Public State of Florida
Iris Deneen McNeal
My Commission EE 208773
Expires 06/17/2016

IRIS D. McNEAL
Printed Name of Notary

Appendix 2 Accountability Plan

1. Assessment Programs: The students attending the Charter School shall participate in all statewide assessments required by FLDOE, and will participate in an assessment program that mirrors the countywide assessment of the Sponsor's traditional school students enrolled in comparable grades/schools. The methods to be used to identify the educational strengths and needs of students and the educational goals, objectives and performance standards are set forth in Appendix 1.
2. Implementation: The Charter School agrees to implement its educational and non-educational programs as specified in its approved application and as stated in this Charter, setting forth the Charter School's curriculum, instructional methods, any distinctive instructional techniques to be used, and the identity and acquisition of appropriate technologies needed to improve educational and administrative performance. The outline of the Charter School's curriculum is included in Appendix 1. The Sponsor shall ensure that the Charter School's curriculum is innovative and consistent with the State education goals established by §1000.03, Florida Statutes. The Florida Department of Education (FDOE) Sunshine State Standards shall be used as the curriculum guideline. The Charter School will provide instruction each year for at least the number of days required by law for other public schools.
3. The Charter School agrees to implement a program of study consistent with the educational and behavioral needs of the students and consistent with the state educational goals established by §1006.22, F.S. During the first year of the Charter, the Charter School agrees to determine and implement the current baseline of achievement, the outcomes to be achieved, and the methods of measurements mutually agreed upon and identified in the Charter School's application. All primary academic goals and objectives shall be measured by student performance on the Florida Comprehensive Achievement Test (FCAT) or any statewide assessments defined by the state for this purpose.
4. The Sponsor's review of the Charter School's progress toward meeting its student achievement goals and objectives will inform decisions related to the renewal, non-renewal or termination of this Charter. In addition to evaluating the Charter School's success in achieving the objectives stated in the application and the Charter, all charter schools will be held accountable for meeting the state's student performance requirements as delineated in State Board of Administrative Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability* (specific authority §§1001.02, 1008.33, and 1008.345, F.S.)
5. Assessment Programs: The students attending the Charter School shall participate in all statewide assessments required by the DOE, and will participate in an assessment program that mirrors the countywide assessment of the Sponsor's traditional school students enrolled in comparable grades/schools.

The methods to be used to identify the educational strengths and needs of students and the educational goals, objectives and performance standards are set forth in Appendix 1. For students with an IEP, the Charter School will participate in all assessments as determined by the IEP committee. The Sponsor will provide consultation and those services/support activities routinely provided to the Sponsor's staff regarding the implementation of state- and district-required assessment activities (e.g. staff training, dissemination and collection of materials, scoring, analysis, and summary reporting). The Charter School agrees to comply with the state- and district-defined procedures for administering and handling state and district testing. The Charter School agrees that its students will be assessed within the timeframe required for the Sponsor's other public schools.

6. Accommodations: Exceptional Student Education (ESE) students' IEPs will document the type of assessment (regular or alternate) and any accommodations needed. All active Section 504 and English Language Learners' (ELLs') individual 504 and ELL plans will document any accommodations needed.

7. Testing Security: All testing shall be conducted according to security rules in applicable test manuals, Florida Statutes, and Chapter 6A-10.042 State Board of Education, Administrative Rules. The Sponsor reserves the right to send proctors to the Charter School during State assessment days to monitor test security and the processes used in test administration to ensure the integrity of the Charter School's testing and assessment program.

8. Progress Monitoring: The Sponsor shall monitor the Charter School in its progress toward stated goals as required by §1002.33, Florida Statutes, and the Charter School shall be accountable to the Sponsor for performance. The Charter School will obtain a current baseline standard of achievement for each student in reading, writing, and mathematics through a beginning-of-the-year academic assessment or academic records analysis, curriculum-based and teacher-made tests, process-and-product orientation portfolios, teacher observations, parent-teacher conferences, and classroom performance. The results of the assessment or analysis will be documented and shared with parents. The Charter School will also establish goals, objectives, and strategies to meet stated goals, and assess and monitor student gains. This information will be updated on an annual basis and included in the School's Annual Report.

    a. "D" Grade: If the Charter School receives a grade of "D" under §1008.34 (2), the director and a representative of the governing body of the Charter School shall appear before the Sponsor or the Sponsor's staff at least once a year to present information concerning each contract component having noted deficiencies. The Sponsor shall communicate at the meeting, and in writing to the director, the

services provided to the Charter School to help the School address its deficiencies.

b. "D" Grade for 2 Consecutive Years or "F" Grade: If the Charter School receives a grade of "D" for 2 consecutive years or a school grade of "F" under §1008.34 (2), the Sponsor or the Sponsor's staff, upon notification of such grade, shall require the director and a representative of the governing body to submit to the Sponsor for approval a school improvement plan to raise student achievement and to implement the plan. The Sponsor has the authority to approve a school improvement plan that the Charter School will implement in the following school year. The Sponsor may also consider the State Board of Education's recommended action pursuant to §1008.33 (1) as part of the school improvement plan. If the Charter School fails to improve its student performance from the year immediately prior to the implementation of the school improvement plan, the Sponsor shall place the Charter School on probation pursuant to §1002.33 (9)(p).

c. Annual School Presentation: The director and a representative of the governing body of a graded charter school that has submitted a school improvement plan or has been placed on probation under (8b) of the above Accountability Plan, shall appear before the Sponsor or the Sponsor's staff at least once a year to present information regarding the corrective strategies that are being implemented by the Charter School pursuant to the Charter School's improvement plan. The Sponsor shall communicate at the meeting, and in writing to the director, the services provided to the Charter School to help the Charter School address its deficiencies.

d. Authority to Terminate: Notwithstanding any provision of (8) of the above Accountability Plan, the Sponsor may terminate the Charter at any time pursuant to Section (6), (7), or (8) of the Charter School Contract.

9. Reading Program: The Charter School is expected to implement a reading curriculum that is consistent with effective teaching strategies that are grounded in scientifically based reading research as stated in §1002.33(6)(a)(4) and (7)(a)(2), F.S. The Charter School will ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students reading at grade level or higher and a separate curriculum and strategies for students who are reading below grade level.

10. Curricular Program for Retained Students: Pursuant to §1008.25(2)(b), F.S., an intensive program that is different from previous year's program must be provided to students who have been retained. The Charter School will implement activities such

as those listed below to meet the mandatory requirement of providing different curricula and instructional strategies:

a.. At least ninety (90) minutes of an uninterrupted block of reading time
b. Specialized reading materials
c. Differentiated instruction
d. Tutoring and mentoring
e. More frequent progress monitoring
f. Combined/Transitional classes
g. Small-group instruction
h. Smaller classes
i. Extended school day, week, and/or year

11. Limited Extension: A limited extension will be valid for the period from July 1 through July 31 of the contract renewal year for any school that the district deems in poor academic standing or in need of improvement. This allows the district to obtain FCAT or assessment accountability scores for use in renewal decisions.

The School Board of Hernando County, Florida
and
Brooksville Engineering, Science and Technology
(B.E.S.T.) Academy, Inc.

Charter Contract Amendment

This charter amendment is made and entered into this 29th day of May, 2018, by and between The School Board of Hernando County, a corporate body operating and existing under the Laws of the State of Florida (hereinafter referred to as the "Sponsor"), and Brooksville Engineering, Science and Technology (B.E.S.T.) Academy, Inc. (hereinafter referred to as the "School").

WHEREAS, the Sponsor has entered into a Charter dated the 19th day of March, 2013, with the School to operate a charter school within the school district;

WHEREAS, the Sponsor and the School have determined that an amendment to the contract is necessary and appropriate under the circumstances which shall become part of the charter;

WHEREAS, the Charter provides that it may be modified during its initial term, or any renewal term, upon recommendation of the Sponsor or the School's governing board and the approval of the Sponsor and School, provided that such modification is in writing and executed by both parties' governing bodies at an open public session.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

1. Paragraph 3.1 shall be modified to extend the term of the Charter for an additional two (2) years, from June 30, 2018 to June 30, 2020.

2. All other provisions of the Charter dated March 19, 2013 shall remain in full force and effect to the extent not modified by this Charter Contract Amendment.

IN WITNESS WHEREOF, the parties have caused this Charter Contract Amendment to be executed, by their duly authorized agents, the day and year first above written.

SCHOOL:

VIENNESSEE BLACK
Chair, Governing Board
Brooksville Engineering, Science and Technology (B.E.S.T.) Academy, Inc.

Date: 5/2/15

Witnesses:

SPONSOR:

MARK JOHNSON
Board Chair
School Board of Hernando County, Florida

Date: 6/2/15

Witnesses:

The School Board of Hernando County, Florida
and
Brooksville Engineering, Science and Technology
(B.E.S.T.) Academy, Inc.

Charter Contract Amendment

This charter amendment is made and entered into this 10th day of March, 2020. by and between The School Board of Hernando County, a corporate body operating and existing under the Laws of the State of Florida (hereinafter referred to as the "Sponsor"), and Brooksville Engineering. Science and Technology (B.E.S.T.) Academy, Inc. (hereinafter referred to as the "School").

WHEREAS, the Sponsor has entered into a Charter dated the 19th day of March, 2013, with the School to operate a charter school within the school district;

WHEREAS, the Sponsor and the School have determined that an amendment to the contract is necessary and appropriate under the circumstances which shall become part of the charter;

WHEREAS, the Charter provides that it may be modified during its initial term, or any renewal term. upon recommendation of the Sponsor or the School's governing board and the approval of the Sponsor and School, provided that such modification is in writing and executed by both parties' governing bodies at an open public session.

NOW, THEREFORE, in consideration of the mutual covenants and terms herein set forth, the parties agree as follows:

1. Paragraph 3.1 shall be modified to extend the term of the Charter for an additional three (3) years, from June 30, 2020 to June 30, 2023.

2. All other provisions of the Charter dated March 19, 2013 shall remain in full force and effect to the extent not modified by this Charter Contract Amendment.

IN WITNESS WHEREOF, the parties have caused this Charter Contract Amendment to be executed, by their duly authorized agents, the day and year first above written.

Approved as to Form

Nancy McCain Alfonso

General Counsel, HCSB

SCHOOL:

Viennessee Black

VIENNESSEE BLACK
Chair, Governing Board
Brooksville Engineering, Science and Technology (B.E.S.T.) Academy, Inc.

Date: 3/6/2020

SPONSOR:

Susan D Duval

SUSAN DUVAL
Board Chair
School Board of Hernando County, Florida

Date: 3-10-20

Witnesses:

Witnesses:

2021-22 School Grades - As of November 7, 2022

Legend for School Types: 01=Elementary; 02=Middle; 03=High; 04=Combination
Additional information is available in the School Grades calculations guide at http://www.fldoe.org/accountability/accountability-reporting/school-grades/. ***Pursuant to FDOE Emergency Order No. 2021-EO-02, only schools for which an opt-in request was submitted by the school district superintendent or charter school governing board have a letter grade assigned for the 2020-21 school year.**

District Number	District Name	School Number	School Name	English Language Arts Achievement	English Language Arts Learning Gains	English Language Arts Learning Gains of the Lowest 25%	Mathematics Achievement	Mathematics Learning Gains	Mathematics Learning Gains of the Lowest 25%	Science Achievement	Social Studies Achievement	Middle School Acceleration	Total Points Earned	Total Components	Percent of Total Possible Points	Percent Tested	Grade 2022	Optional Grade 2021*	Grade 2019	Grade 2018	Grade 2017	Grade 2016	Informational Baseline Grade 2015	Grade 2014	Grade 2013	Grade 2012	Grade 2011	Grade 2010	Grade 2009	Grade 2008	Grade 2007	Grade 2006	Grade 2005	Grade 2004	Grade 2003	Grade 2002	Grade 2001	Grade 2000	Grade 1999	Was the calculated rule used?	Charter School	Title I	Alternative/ESE Center School	School Type	Percent of Minority Students	Percent of Economically Disadvantaged Students
27	HERNANDO	0202	FOX CHAPEL MIDDLE SCHOOL	39	40	34	35	44	55	45	68	47	407	9	45	99	C		C	C	C	C	C	C	D	D	C	B	B	B	C	B	B	C	B	C	B	A	B	N	NO	YES	N	02	42.6	100
27	HERNANDO	0221	POWELL MIDDLE SCHOOL	49	48	34	55	58	56	49	81	68	498	9	55	98	B		A	B	B	B	C	C	C	B	A	B	B	B	B	A	B	C	C	C	B	C	C	N	NO	NO	N	02	42.6	85.2
27	HERNANDO	0241	D. S. PARROTT MIDDLE SCHOOL	34	33	28	40	49	48	45	50	59	386	9	43	97	C		C	C	B	C	C	D	C	C	B	B	A	A	C	A	C	C	B	C	B	C	C	N	NO	YES	N	02	41.3	100
27	HERNANDO	0253	WEST HERNANDO MIDDLE SCHOOL	36	41	30	43	51	56	40	65	80	442	9	49	98	C		C	C	C	C	C	C	B	A	B	A	A	A	A	A	B	C	B	C	B	C	C	N	NO	YES	N	02	45.6	100
27	HERNANDO	0371	CHALLENGER K-8 SCHOOL OF SCIENCE AND MATH	80	64	56	87	71	69	81	93	86	687	9	76	99	A		A	A	A	A	A	A	A	A	A	A	A	A	A	A								N	NO	NO	N	04	33	50.9
27	HERNANDO	0381	EXPLORER K-8	41	49	47	41	51	51	44	63	64	451	9	50	99	C		C	C	C	C	B	C	C	C	B	A	B											N	NO	YES	N	04	52.1	100
27	HERNANDO	0392	WINDING WATERS K-8	46	51	49	49	55	55	47	76	65	493	9	55	98	B		C	B	C	C	C	B	C	B														N	NO	NO	N	04	28.1	90.3
27	HERNANDO	4422	GULF COAST ACADEMY OF SCIENCE AND TECHNOLOGY	78	65	60	90	79	86	70	87	67	682	9	76	99	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	C						N	YES	NO	N	02	29.4	61.5
27	HERNANDO	4461	BROOKSVILLE ENGINEERING, SCIENCE AND TECHNOLOGY (B.E.S.T.) ACADEMY	53	50	42	65	78	91	32	57	64	532	9	59	100	B		B	C	C	C	B	C																		N	YES	NO	N	02	41.7	84.3

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

2021-22 District Grades - As of September 19, 2022

Pursuant to FDOE Emergency Order No. 2021-EO-02, only districts for which an approved opt-in request was submitted by the school district superintendent have a letter grade assigned for the 2020-21 school year.

District Number	District Name	English Language Arts Achievement	English Language Arts Learning Gains	English Language Arts Learning Gains of the Lowest 25%	Mathematics Achievement	Mathematics Learning Gains	Mathematics Learning Gains of the Lowest 25%	Science Achievement	Social Studies Achievement	Middle School Acceleration	Graduation Rate 2020-21	College and Career Acceleration 2020-21	Total Points Earned	Total Components	Percent of Total Possible Points	Percent Tested	Grade 2022	Optional Grade 2021	Grade 2019	Grade 2018	Grade 2017	Grade 2016	Informational Baseline Grade 2015	Grade 2014	Grade 2013	Grade 2012	Grade 2011	Grade 2010
27	HERNANDO	49	49	42	51	53	49	51	65	67	91	53	620	11	56	97	B		B	B	B	B	B	C	C	C	B	A

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

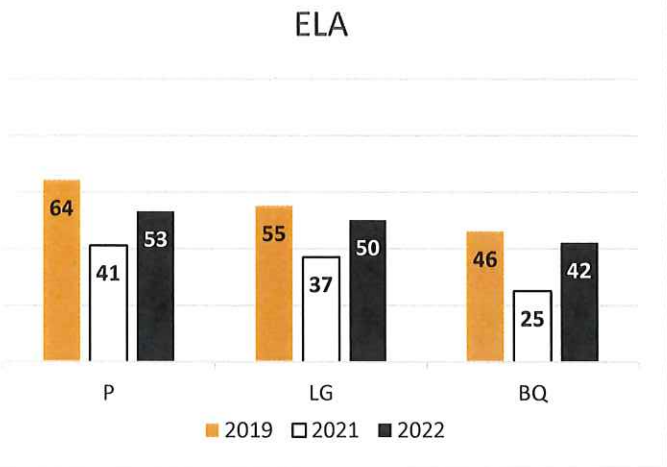
Florida School Grades

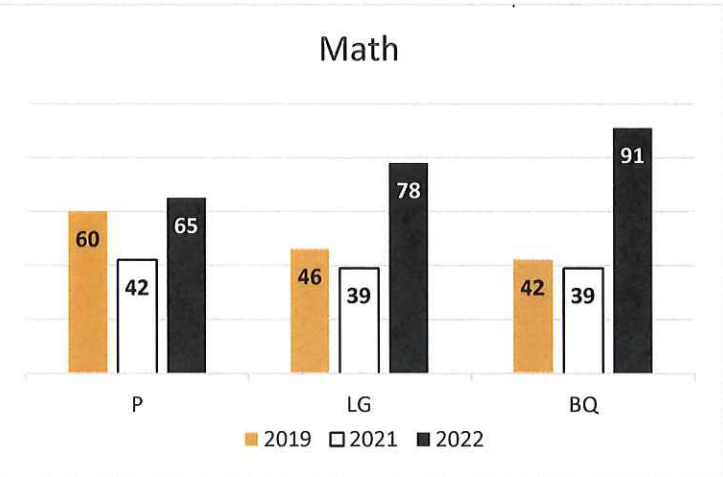
B.E.S.T. Academy

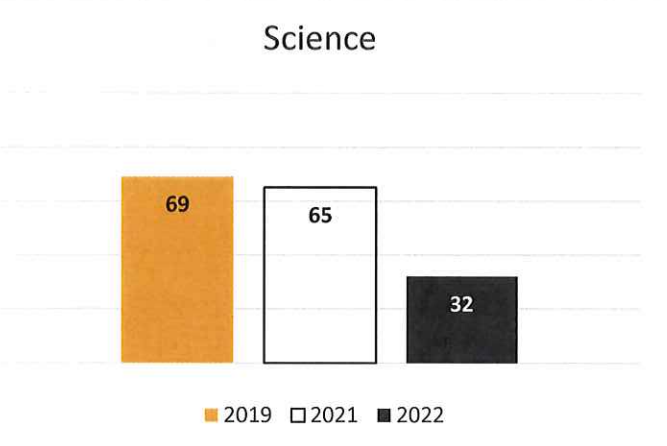
Test Year	Proficiency				Learning Gains				Acceleration	Total Number Points Earned	School Grade
	% Level 3 and Above FSA ELA FSAA ELA	% Level 3 and Above FSA MATH-Alg-Geo FSAA MATH-Alg-Geo	% Level 3 and Above FCAT Science FSAA Science Biology EOC	% Level 3 and Above Civics EOC FSAA Civics EOC	% Making Learning Gains ELA - ALL	% Making Learnig Gains Math-ALL	% Bottom Quartile Learning Gains ELA-L25%	% Bottom Quartile Learning Gains Math-L25%	Middle School Acceleration Performance High School EOC Industry Certifications		
21-22	12	23	-33	5	13	39	17	52	6	134	Difference
FSA 2022	53	65	32	57	50	78	42	91	64	532	B
FSA 2021	41	42	65	52	37	39	25	39	58	398	
FSA 2019	64	60	69	53	55	46	46	42	61	496	B
FSA 2018	47	60	50	60	49	54	31	52	74	477	C

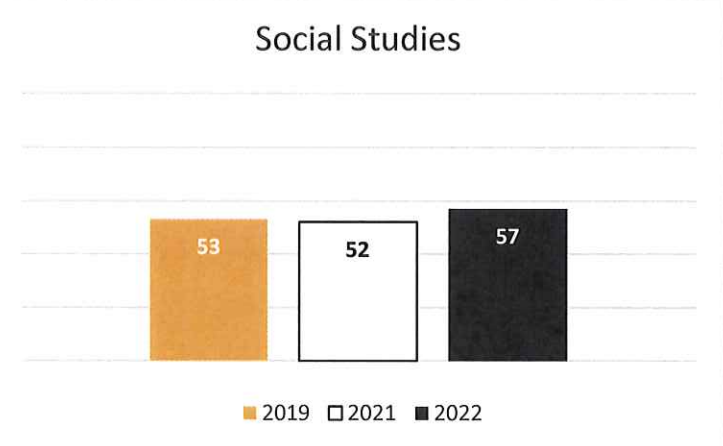
Brooksville Engineering, Science & Technology Academy

	School Grade	Percent of Points
2021-2022	B	59%
2020-2021	C	44%









Federal Index			
	2019	2021	2022
SWD	N/A	N/A	N/A
Black/AA	33	26	56
ELL	N/A	N/A	N/A

Acceleration		
2018	2019	2021
74	61	58

Discipline Data		
	2021	2022
% of Students with 0-1 ODRs		
% of Students with 6+ ODRs		

Attendance Below 90%		
2020	2021	2022
8%	15%	15%

Select Year: 2022 Go

The 2022 Florida Statutes

Title XLVIII
EARLY LEARNING-20
EDUCATION CODE

Chapter 1002
STUDENT AND PARENTAL RIGHTS AND
EDUCATIONAL CHOICES

View Entire Chapter

1002.33 Charter schools.—

(1) AUTHORIZATION.—All charter schools in Florida are public schools and shall be part of the state's program of public education. A charter school may be formed by creating a new school or converting an existing public school to charter status. A charter school may operate a virtual charter school pursuant to s. 1002.45(1)(d) to provide online instruction to students, pursuant to s. 1002.455, in kindergarten through grade 12. The school district in which the student enrolls in the virtual charter school shall report the student for funding pursuant to s. 1011.61(1)(c)1.b.(VI), and the home school district shall not report the student for funding. An existing charter school that is seeking to become a virtual charter school must amend its charter or submit a new application pursuant to subsection (6) to become a virtual charter school. A virtual charter school is subject to the requirements of this section; however, a virtual charter school is exempt from subparagraph (7)(a)13., subsections (18) and (19), paragraph (20)(c), and s. 1003.03. A public school may not use the term charter in its name unless it has been approved under this section.

(2) GUIDING PRINCIPLES; PURPOSE; LEGISLATIVE INTENT.—

(a) Charter schools in Florida shall be guided by the following principles:

1. Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within this state's public school system.

2. Promote enhanced academic success and financial efficiency by aligning responsibility with accountability.

3. Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.

(b) Charter schools shall fulfill the following purposes:

1. Improve student learning and academic achievement.

2. Increase learning opportunities for all students, with special emphasis on low-performing students and reading.

3. Encourage the use of innovative learning methods.

4. Require the measurement of learning outcomes.

(c) Charter schools may fulfill the following purposes:

1. Create innovative measurement tools.

2. Provide rigorous competition within the public school system to stimulate continual improvement in all public schools.

3. Expand the capacity of the public school system.

4. Mitigate the educational impact created by the development of new residential dwelling units.

5. Create new professional opportunities for teachers, including ownership of the learning program at the school site.

(d) It is the intent of the Legislature that charter school students be considered as important as all other students in this state and, to that end, comparable funding levels from existing and future sources should be maintained for charter school students.

(3) APPLICATION FOR CHARTER STATUS.—

(a) An application for a new charter school may be made by an individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this state.

(b) An application for a conversion charter school shall be made by the district school board, the principal, teachers, parents, and/or the school advisory council at an existing public school that has been in operation for at least 2 years prior to the application to convert. A public school-within-a-school that is designated as a school by the district school board may also submit an application to convert to charter status. An application submitted proposing to convert an existing public school to a charter school shall demonstrate the support of at least 50 percent of the teachers employed at the school and 50 percent of the parents voting whose children are enrolled at the school, provided that a majority of the parents eligible to vote participate in the ballot process, according to rules adopted by the State Board of Education. A district school board denying an application for a conversion charter school shall provide notice of denial to the applicants in writing within 10 days after the meeting at which the district school board denied the application. The notice must articulate in writing the specific reasons for denial and must provide documentation supporting those reasons. A private school, parochial school, or home education program shall not be eligible for charter school status.

(4) UNLAWFUL REPRISAL.—

(a) No district school board, or district school board employee who has control over personnel actions, shall take unlawful reprisal against another district school board employee because that employee is either directly or indirectly involved with an application to establish a charter school. As used in this subsection, the term "unlawful reprisal" means an action taken by a district school board or a school system employee against an employee who is directly or indirectly involved in a lawful application to establish a charter school, which occurs as a direct result of that involvement, and which results in one or more of the following: disciplinary or corrective action; adverse transfer or reassignment, whether temporary or permanent; suspension, demotion, or dismissal; an unfavorable performance evaluation; a reduction in pay, benefits, or rewards; elimination of the employee's position absent of a reduction in workforce as a result of lack of moneys or work; or other adverse significant changes in duties or responsibilities that are inconsistent with the employee's salary or employment classification. The following procedures shall apply to an alleged unlawful reprisal that occurs as a consequence of an employee's direct or indirect involvement with an application to establish a charter school:

1. Within 60 days after the date upon which a reprisal prohibited by this subsection is alleged to have occurred, an employee may file a complaint with the Department of Education.

2. Within 3 working days after receiving a complaint under this section, the Department of Education shall acknowledge receipt of the complaint and provide copies of the complaint and any other relevant preliminary information available to each of the other parties named in the complaint, which parties shall each acknowledge receipt of such copies to the complainant.

3. If the Department of Education determines that the complaint demonstrates reasonable cause to suspect that an unlawful reprisal has occurred, the Department of Education shall conduct an investigation to produce a fact-finding report.

4. Within 90 days after receiving the complaint, the Department of Education shall provide the district school superintendent of the complainant's district and the complainant with a fact-finding report that may include recommendations to the parties or a proposed resolution of the complaint. The fact-finding report shall be presumed admissible in any subsequent or related administrative or judicial review.

5. If the Department of Education determines that reasonable grounds exist to believe that an unlawful reprisal has occurred, is occurring, or is to be taken, and is unable to conciliate a complaint within 60 days after receipt of the fact-finding report, the Department of Education shall terminate the investigation. Upon termination of any investigation, the Department of Education shall notify the complainant and the district school superintendent of the termination of the investigation, providing a summary of relevant facts found during the investigation and the reasons for terminating the investigation. A written statement under this paragraph is presumed admissible as evidence in any judicial or administrative proceeding.

6. The Department of Education shall either contract with the Division of Administrative Hearings under s. 120.65, or otherwise provide for a complaint for which the Department of Education determines reasonable

grounds exist to believe that an unlawful reprisal has occurred, is occurring, or is to be taken, and is unable to conciliate, to be heard by a panel of impartial persons. Upon hearing the complaint, the panel shall make findings of fact and conclusions of law for a final decision by the Department of Education.

It shall be an affirmative defense to any action brought pursuant to this section that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's exercise of rights protected by this section.

(b) In any action brought under this section for which it is determined reasonable grounds exist to believe that an unlawful reprisal has occurred, is occurring, or is to be taken, the relief shall include the following:

1. Reinstatement of the employee to the same position held before the unlawful reprisal was commenced, or to an equivalent position, or payment of reasonable front pay as alternative relief.

2. Reinstatement of the employee's full fringe benefits and seniority rights, as appropriate.

3. Compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the unlawful reprisal.

4. Payment of reasonable costs, including attorney's fees, to a substantially prevailing employee, or to the prevailing employer if the employee filed a frivolous action in bad faith.

5. Issuance of an injunction, if appropriate, by a court of competent jurisdiction.

6. Temporary reinstatement to the employee's former position or to an equivalent position, pending the final outcome of the complaint, if it is determined that the action was not made in bad faith or for a wrongful purpose, and did not occur after a district school board's initiation of a personnel action against the employee that includes documentation of the employee's violation of a disciplinary standard or performance deficiency.

(5) SPONSOR; DUTIES.—

(a) *Sponsoring entities.*—

1. A district school board may sponsor a charter school in the county over which the district school board has jurisdiction.

2. A state university may grant a charter to a lab school created under s. 1002.32 and shall be considered to be the school's sponsor. Such school shall be considered a charter lab school.

3. Because needs relating to educational capacity, workforce qualifications, and career education opportunities are constantly changing and extend beyond school district boundaries:

a. A state university may, upon approval by the Department of Education, solicit applications and sponsor a charter school to meet regional education or workforce demands by serving students from multiple school districts.

b. A Florida College System institution may, upon approval by the Department of Education, solicit applications and sponsor a charter school in any county within its service area to meet workforce demands and may offer postsecondary programs leading to industry certifications to eligible charter school students. A charter school established under subparagraph (b)4. may not be sponsored by a Florida College System institution until its existing charter with the school district expires as provided under subsection (7).

c. Notwithstanding paragraph (6)(b), a state university or Florida College System institution may, at its discretion, deny an application for a charter school.

d. The Charter School Review Commission, as authorized under s. 1002.3301, may solicit and review applications for charter schools overseen by district school boards and, upon the commission approving an application, the district school board that oversees the school district in which the charter school will be located shall serve as sponsor.

(b) *Sponsor duties.*—

1.a. The sponsor shall monitor and review the charter school in its progress toward the goals established in the charter.

b. The sponsor shall monitor the revenues and expenditures of the charter school and perform the duties provided in s. 1002.345.

c. The sponsor may approve a charter for a charter school before the applicant has identified space, equipment, or personnel, if the applicant indicates approval is necessary for it to raise working funds.

d. The sponsor may not apply its policies to a charter school unless mutually agreed to by both the sponsor and the charter school. If the sponsor subsequently amends any agreed-upon sponsor policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon.

e. The sponsor shall ensure that the charter is innovative and consistent with the state education goals established by s. 1000.03(5).

f. The sponsor shall ensure that the charter school participates in the state's education accountability system. If a charter school falls short of performance measures included in the approved charter, the sponsor shall report such shortcomings to the Department of Education.

g. The sponsor is not liable for civil damages under state law for personal injury, property damage, or death resulting from an act or omission of an officer, employee, agent, or governing body of the charter school.

h. The sponsor is not liable for civil damages under state law for any employment actions taken by an officer, employee, agent, or governing body of the charter school.

i. The sponsor's duties to monitor the charter school do not constitute the basis for a private cause of action.

j. The sponsor may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency pursuant to s. 1002.345.

k. The sponsor shall submit an annual report to the Department of Education in a web-based format to be determined by the department.

(I) The report shall include the following information:

(A) The number of applications received during the school year and up to August 1 and each applicant's contact information.

(B) The date each application was approved, denied, or withdrawn.

(C) The date each final contract was executed.

(II) Annually, by November 1, the sponsor shall submit to the department the information for the applications submitted the previous year.

(III) The department shall compile an annual report, by sponsor, and post the report on its website by January 15 of each year.

2. Immunity for the sponsor of a charter school under subparagraph 1. applies only with respect to acts or omissions not under the sponsor's direct authority as described in this section.

3. This paragraph does not waive a sponsor's sovereign immunity.

4. A Florida College System institution may work with the school district or school districts in its designated service area to develop charter schools that offer secondary education. These charter schools must include an option for students to receive an associate degree upon high school graduation. If a Florida College System institution operates an approved teacher preparation program under s. 1004.04 or s. 1004.85, the institution may operate charter schools that serve students in kindergarten through grade 12 in any school district within the service area of the institution. District school boards shall cooperate with and assist the Florida College System institution on the charter application. Florida College System institution applications for charter schools are not subject to the time deadlines outlined in subsection (6) and may be approved by the district school board at any time during the year. Florida College System institutions may not report FTE for any students participating under this subparagraph who receive FTE funding through the Florida Education Finance Program.

5. For purposes of assisting the development of a charter school, a school district may enter into nonexclusive interlocal agreements with federal and state agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the school district to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, a school district for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must

consist of the governmental entity's fees plus a fee for the school district to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to subsection (20). Notwithstanding any other provision of law, an interlocal agreement or ordinance that imposes a greater regulatory burden on charter schools than school districts or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by a school district for the development of only its own schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

6. The board of trustees of a sponsoring state university or Florida College System institution under paragraph (a) is the local educational agency for all charter schools it sponsors for purposes of receiving federal funds and accepts full responsibility for all local educational agency requirements and the schools for which it will perform local educational agency responsibilities. A student enrolled in a charter school that is sponsored by a state university or Florida College System institution may not be included in the calculation of the school district's grade under s. 1008.34(5) for the school district in which he or she resides.

(c) *Sponsor accountability.*—

1. The department shall, in collaboration with charter school sponsors and charter school operators, develop a sponsor evaluation framework that must address, at a minimum:

a. The sponsor's strategic vision for charter school authorization and the sponsor's progress toward that vision.

b. The alignment of the sponsor's policies and practices to best practices for charter school authorization.

c. The academic and financial performance of all operating charter schools overseen by the sponsor.

d. The status of charter schools authorized by the sponsor, including approved, operating, and closed schools.

2. The department shall compile the results by sponsor and include the results in the report required under sub-sub-subparagraph (b)1.k.(III).

(6) APPLICATION PROCESS AND REVIEW.—Charter school applications are subject to the following requirements:

(a) A person or entity seeking to open a charter school shall prepare and submit an application on the standard application form prepared by the Department of Education which:

1. Demonstrates how the school will use the guiding principles and meet the statutorily defined purpose of a charter school.

2. Provides a detailed curriculum plan that illustrates how students will be provided services to attain the Sunshine State Standards.

3. Contains goals and objectives for improving student learning and measuring that improvement. These goals and objectives must indicate how much academic improvement students are expected to show each year, how success will be evaluated, and the specific results to be attained through instruction.

4. Describes the reading curriculum and differentiated strategies that will be used for students reading at grade level or higher and a separate curriculum and strategies for students who are reading below grade level. A sponsor shall deny an application if the school does not propose a reading curriculum that is consistent with effective teaching strategies that are grounded in scientifically based reading research.

5. Contains an annual financial plan for each year requested by the charter for operation of the school for up to 5 years. This plan must contain anticipated fund balances based on revenue projections, a spending plan based on projected revenues and expenses, and a description of controls that will safeguard finances and projected enrollment trends.

6. Discloses the name of each applicant, governing board member, and all proposed education services providers; the name and sponsor of any charter school operated by each applicant, each governing board member, and each proposed education services provider that has closed and the reasons for the closure; and the academic and financial history of such charter schools, which the sponsor shall consider in deciding whether to approve or deny the application.

7. Contains additional information a sponsor may require, which shall be attached as an addendum to the charter school application described in this paragraph.

8. For the establishment of a virtual charter school, documents that the applicant has contracted with a provider of virtual instruction services pursuant to s. 1002.45(1)(d).

(b) A sponsor shall receive and review all applications for a charter school using the evaluation instrument developed by the Department of Education. A sponsor shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. A sponsor may not charge an applicant for a charter any fee for the processing or consideration of an application, and a sponsor may not base its consideration or approval of a final application upon the promise of future payment of any kind. Before approving or denying any application, the sponsor shall allow the applicant, upon receipt of written notification, at least 7 calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to, corrections of grammatical, typographical, and like errors or missing signatures, if such errors are identified by the sponsor as cause to deny the final application.

1. In order to facilitate an accurate budget projection process, a sponsor shall be held harmless for FTE students who are not included in the FTE projection due to approval of charter school applications after the FTE projection deadline. In a further effort to facilitate an accurate budget projection, within 15 calendar days after receipt of a charter school application, a sponsor shall report to the Department of Education the name of the applicant entity, the proposed charter school location, and its projected FTE.

2. In order to ensure fiscal responsibility, an application for a charter school shall include a full accounting of expected assets, a projection of expected sources and amounts of income, including income derived from projected student enrollments and from community support, and an expense projection that includes full accounting of the costs of operation, including start-up costs.

3.a. A sponsor shall by a majority vote approve or deny an application no later than 90 calendar days after the application is received, unless the sponsor and the applicant mutually agree in writing to temporarily postpone the vote to a specific date, at which time the sponsor shall by a majority vote approve or deny the application. If the sponsor fails to act on the application, an applicant may appeal to the State Board of Education as provided in paragraph (c). If an application is denied, the sponsor shall, within 10 calendar days after such denial, articulate in writing the specific reasons, based upon good cause, supporting its denial of the application and shall provide the letter of denial and supporting documentation to the applicant and to the Department of Education.

b. An application submitted by a high-performing charter school identified pursuant to s. 1002.331 or a high-performing charter school system identified pursuant to s. 1002.332 may be denied by the sponsor only if the sponsor demonstrates by clear and convincing evidence that:

(I) The application of a high-performing charter school does not materially comply with the requirements in paragraph (a) or, for a high-performing charter school system, the application does not materially comply with s. 1002.332(2)(b);

(II) The charter school proposed in the application does not materially comply with the requirements in paragraphs (9)(a)-(f);

(III) The proposed charter school's educational program does not substantially replicate that of the applicant or one of the applicant's high-performing charter schools;

(IV) The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process; or

(V) The proposed charter school's educational program and financial management practices do not materially comply with the requirements of this section.

Material noncompliance is a failure to follow requirements or a violation of prohibitions applicable to charter school applications, which failure is quantitatively or qualitatively significant either individually or when aggregated with other noncompliance. An applicant is considered to be replicating a high-performing charter school if the proposed school is substantially similar to at least one of the applicant's high-performing charter schools and the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of replicated schools.

c. If the sponsor denies an application submitted by a high-performing charter school or a high-performing charter school system, the sponsor must, within 10 calendar days after such denial, state in writing the specific reasons, based upon the criteria in sub-subparagraph b., supporting its denial of the application and must provide

the letter of denial and supporting documentation to the applicant and to the Department of Education. The applicant may appeal the sponsor's denial of the application in accordance with paragraph (c).

4. For budget projection purposes, the sponsor shall report to the Department of Education the approval or denial of an application within 10 calendar days after such approval or denial. In the event of approval, the report to the Department of Education shall include the final projected FTE for the approved charter school.

5. A charter school may defer the opening of the school's operations for up to 3 years to provide time for adequate facility planning. The charter school must provide written notice of such intent to the sponsor and the parents of enrolled students at least 30 calendar days before the first day of school.

(c)1. An applicant may appeal any denial of that applicant's application or failure to act on an application to the State Board of Education no later than 30 calendar days after receipt of the sponsor's decision or failure to act and shall notify the sponsor of its appeal. Any response of the sponsor shall be submitted to the State Board of Education within 30 calendar days after notification of the appeal. Upon receipt of notification from the State Board of Education that a charter school applicant is filing an appeal, the Commissioner of Education shall convene a meeting of the Charter School Appeal Commission to study and make recommendations to the State Board of Education regarding its pending decision about the appeal. The commission shall forward its recommendation to the state board at least 7 calendar days before the date on which the appeal is to be heard.

2. The Charter School Appeal Commission may reject an appeal submission for failure to comply with procedural rules governing the appeals process. The rejection shall describe the submission errors. The appellant shall have 15 calendar days after notice of rejection in which to resubmit an appeal that meets the requirements set forth in State Board of Education rule. An appeal submitted subsequent to such rejection is considered timely if the original appeal was filed within 30 calendar days after receipt of notice of the specific reasons for the sponsor's denial of the charter application.

3.a. The State Board of Education shall by majority vote accept or reject the decision of the sponsor no later than 90 calendar days after an appeal is filed in accordance with State Board of Education rule. The State Board of Education shall remand the application to the sponsor with its written decision that the sponsor approve or deny the application. The sponsor shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act, chapter 120.

b. If an appeal concerns an application submitted by a high-performing charter school identified pursuant to s. 1002.331 or a high-performing charter school system identified pursuant to s. 1002.332, the State Board of Education shall determine whether the sponsor's denial was in accordance with sub-subparagraph (b)3.b.

(d)1. The sponsor shall act upon the decision of the State Board of Education within 30 calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

2. A school district that fails to implement the decision affirmed by a district court of appeal shall reduce the administrative fees withheld pursuant to subsection (20) to 1 percent for all charter schools operating in the school district. Such school districts shall file a monthly report detailing the reduction in the amount of administrative fees withheld. Upon execution of the charter, the sponsor may resume withholding the full amount of administrative fees but may not recover any fees that would have otherwise accrued during the period of noncompliance. Any charter school that had administrative fees withheld in violation of this paragraph may recover attorney fees and costs to enforce the requirements of this paragraph.

(e)1. A Charter School Appeal Commission is established to assist the commissioner and the State Board of Education with a fair and impartial review of appeals by applicants whose charter applications have been denied, whose charter contracts have not been renewed, or whose charter contracts have been terminated by their sponsors.

2. The Charter School Appeal Commission may receive copies of the appeal documents forwarded to the State Board of Education, review the documents, gather other applicable information regarding the appeal, and make a written recommendation to the commissioner. The recommendation must state whether the appeal should be upheld or denied and include the reasons for the recommendation being offered. The commissioner shall forward

the recommendation to the State Board of Education no later than 7 calendar days prior to the date on which the appeal is to be heard. The state board must consider the commission's recommendation in making its decision, but is not bound by the recommendation. The decision of the Charter School Appeal Commission is not subject to the provisions of the Administrative Procedure Act, chapter 120.

3. The commissioner shall appoint a number of members to the Charter School Appeal Commission sufficient to ensure that no potential conflict of interest exists for any commission appeal decision. Members shall serve without compensation but may be reimbursed for travel and per diem expenses in conjunction with their service. Of the members hearing the appeal, one-half must represent currently operating charter schools and one-half must represent sponsors. The commissioner or a named designee shall chair the Charter School Appeal Commission.

4. The chair shall convene meetings of the commission and shall ensure that the written recommendations are completed and forwarded in a timely manner. In cases where the commission cannot reach a decision, the chair shall make the written recommendation with justification, noting that the decision was rendered by the chair.

5. Commission members shall thoroughly review the materials presented to them from the appellant and the sponsor. The commission may request information to clarify the documentation presented to it. In the course of its review, the commission may facilitate the postponement of an appeal in those cases where additional time and communication may negate the need for a formal appeal and both parties agree, in writing, to postpone the appeal to the State Board of Education. A new date certain for the appeal shall then be set based upon the rules and procedures of the State Board of Education. Commission members shall provide a written recommendation to the state board as to whether the appeal should be upheld or denied. A fact-based justification for the recommendation must be included. The chair must ensure that the written recommendation is submitted to the State Board of Education members no later than 7 calendar days prior to the date on which the appeal is to be heard. Both parties in the case shall also be provided a copy of the recommendation.

(f)1. The Department of Education shall provide or arrange for training and technical assistance to charter schools in developing and adjusting business plans and accounting for costs and income. Training and technical assistance shall also address, at a minimum, state and federal grant and student performance accountability reporting requirements and provide assistance in identifying and applying for the types and amounts of state and federal financial assistance the charter school may be eligible to receive. The department may provide other technical assistance to an applicant upon written request.

2. A charter school applicant must participate in the training provided by the Department of Education after approval of an application but at least 30 calendar days before the first day of classes at the charter school. However, a sponsor may require the charter school applicant to attend training provided by the sponsor in lieu of the department's training if the sponsor's training standards meet or exceed the standards developed by the department. In such case, the sponsor may not require the charter school applicant to attend the training within 30 calendar days before the first day of classes at the charter school. The training must include instruction in accurate financial planning and good business practices. If the applicant is a management company or a nonprofit organization, the charter school principal and the chief financial officer or his or her equivalent must also participate in the training. A sponsor may not require a high-performing charter school or high-performing charter school system applicant to participate in the training described in this subparagraph more than once.

(g) In considering charter applications for a lab school, a state university shall consult with the district school board of the county in which the lab school is located. The decision of a state university may be appealed pursuant to the procedure established in this subsection.

(7) CHARTER.—The terms and conditions for the operation of a charter school, including a virtual charter school, shall be set forth by the sponsor and the applicant in a written contractual agreement, called a charter. The sponsor and the governing board of the charter school or virtual charter school shall use the standard charter contract or standard virtual charter contract, respectively, pursuant to subsection (21), which shall incorporate the approved application and any addenda approved with the application. Any term or condition of a proposed charter contract or proposed virtual charter contract that differs from the standard charter or virtual charter contract adopted by rule of the State Board of Education shall be presumed a limitation on charter school flexibility. The sponsor may not impose unreasonable rules or regulations that violate the intent of giving charter schools greater

flexibility to meet educational goals. The charter shall be signed by the governing board of the charter school and the sponsor, following a public hearing to ensure community input.

(a) The charter shall address and criteria for approval of the charter shall be based on:

1. The school's mission, the types of students to be served, and, for a virtual charter school, the types of students the school intends to serve who reside outside of the sponsoring school district, and the ages and grades to be included.

2. The focus of the curriculum, the instructional methods to be used, any distinctive instructional techniques to be employed, and identification and acquisition of appropriate technologies needed to improve educational and administrative performance which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.

a. The charter shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. The curriculum and instructional strategies for reading must be consistent with the Next Generation Sunshine State Standards and grounded in scientifically based reading research.

b. In order to provide students with access to diverse instructional delivery models, to facilitate the integration of technology within traditional classroom instruction, and to provide students with the skills they need to compete in the 21st century economy, the Legislature encourages instructional methods for blended learning courses consisting of both traditional classroom and online instructional techniques. Charter schools may implement blended learning courses which combine traditional classroom instruction and virtual instruction. Students in a blended learning course must be full-time students of the charter school pursuant to s. 1011.61(1)(a)1. Instructional personnel certified pursuant to s. 1012.55 who provide virtual instruction for blended learning courses may be employees of the charter school or may be under contract to provide instructional services to charter school students. At a minimum, such instructional personnel must hold an active state or school district adjunct certification under s. 1012.57 for the subject area of the blended learning course. The funding and performance accountability requirements for blended learning courses are the same as those for traditional courses.

3. The current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The criteria listed in this subparagraph shall include a detailed description of:

a. How the baseline student academic achievement levels and prior rates of academic progress will be established.

b. How these baseline rates will be compared to rates of academic progress achieved by these same students while attending the charter school.

c. To the extent possible, how these rates of progress will be evaluated and compared with rates of progress of other closely comparable student populations.

A district school board is required to provide academic student performance data to charter schools for each of their students coming from the district school system, as well as rates of academic progress of comparable student populations in the district school system.

4. The methods used to identify the educational strengths and needs of students and how well educational goals and performance standards are met by students attending the charter school. The methods shall provide a means for the charter school to ensure accountability to its constituents by analyzing student performance data and by evaluating the effectiveness and efficiency of its major educational programs. Students in charter schools shall, at a minimum, participate in the statewide assessment program created under s. 1008.22.

5. In secondary charter schools, a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282.

6. A method for resolving conflicts between the governing board of the charter school and the sponsor.

7. The admissions procedures and dismissal procedures, including the school's code of student conduct. Admission or dismissal must not be based on a student's academic performance.

8. The ways by which the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools or school districts.

9. The financial and administrative management of the school, including a reasonable demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform such professional services and the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that financial resources are properly managed must be included. Both public sector and private sector professional experience shall be equally valid in such a consideration.

10. The asset and liability projections required in the application which are incorporated into the charter and shall be compared with information provided in the annual report of the charter school.

11. A description of procedures that identify various risks and provide for a comprehensive approach to reduce the impact of losses; plans to ensure the safety and security of students and staff; plans to identify, minimize, and protect others from violent or disruptive student behavior; and the manner in which the school will be insured, including whether or not the school will be required to have liability insurance, and, if so, the terms and conditions thereof and the amounts of coverage.

12. The term of the charter which shall provide for cancellation of the charter if insufficient progress has been made in attaining the student achievement objectives of the charter and if it is not likely that such objectives can be achieved before expiration of the charter. The initial term of a charter shall be for 5 years, excluding 2 planning years. In order to facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a municipality or other public entity as provided by law are eligible for up to a 15-year charter, subject to approval by the sponsor. A charter lab school is eligible for a charter for a term of up to 15 years. In addition, to facilitate access to long-term financial resources for charter school construction, charter schools that are operated by a private, not-for-profit, s. 501(c)(3) status corporation are eligible for up to a 15-year charter, subject to approval by the sponsor. Such long-term charters remain subject to annual review and may be terminated during the term of the charter, but only according to the provisions set forth in subsection (8).

13. The facilities to be used and their location. The sponsor may not require a charter school to have a certificate of occupancy or a temporary certificate of occupancy for such a facility earlier than 15 calendar days before the first day of school.

14. The qualifications to be required of the teachers and the potential strategies used to recruit, hire, train, and retain qualified staff to achieve best value.

15. The governance structure of the school, including the status of the charter school as a public or private employer as required in paragraph (12)(i).

16. A timetable for implementing the charter which addresses the implementation of each element thereof and the date by which the charter shall be awarded in order to meet this timetable.

17. In the case of an existing public school that is being converted to charter status, alternative arrangements for current students who choose not to attend the charter school and for current teachers who choose not to teach in the charter school after conversion in accordance with the existing collective bargaining agreement or district school board rule in the absence of a collective bargaining agreement. However, alternative arrangements shall not be required for current teachers who choose not to teach in a charter lab school, except as authorized by the employment policies of the state university which grants the charter to the lab school.

18. Full disclosure of the identity of all relatives employed by the charter school who are related to the charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority. For the purpose of this subparagraph, the term "relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

19. Implementation of the activities authorized under s. 1002.331 by the charter school when it satisfies the eligibility requirements for a high-performing charter school. A high-performing charter school shall notify its sponsor in writing by March 1 if it intends to increase enrollment or expand grade levels the following school year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable.

(b) The sponsor has 30 days after approval of the application to provide an initial proposed charter contract to the charter school. The applicant and the sponsor have 40 days thereafter to negotiate and notice the charter contract for final approval by the sponsor unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least 7 calendar days before the date of the meeting at which the charter is scheduled to be voted upon by the sponsor. The Department of Education shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except a dispute regarding a charter school application denial. If either the charter school or the sponsor indicates in writing that the party does not desire to settle any dispute arising under this section through mediation procedures offered by the Department of Education, a charter school may immediately appeal any formal or informal decision by the sponsor to an administrative law judge appointed by the Division of Administrative Hearings. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may also be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or any other matter regarding this section, except a dispute regarding charter school application denial, a charter termination, or a charter nonrenewal. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals, to be paid by the party against whom the administrative law judge rules.

(c)1. A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) have been expressly found. The charter of a charter school that meets these requirements and has received a school grade lower than a "B" pursuant to s. 1008.34 in the most recently graded school year must be renewed for no less than a 5-year term except as provided in paragraph (9)(n). In order to facilitate long-term financing for charter school construction, charter schools operating for a minimum of 3 years and demonstrating exemplary academic programming and fiscal management are eligible for a 15-year charter renewal. Such long-term charter is subject to annual review and may be terminated during the term of the charter.

2. The 15-year charter renewal that may be granted pursuant to subparagraph 1. must be granted to a charter school that has received a school grade of "A" or "B" pursuant to s. 1008.34 in the most recently graded school year and that is not in a state of financial emergency or deficit position as defined by this section. Such long-term charter is subject to annual review and may be terminated during the term of the charter pursuant to subsection (8).

(d) A charter may be modified during its term upon the recommendation of the sponsor or the charter school's governing board and the approval of both parties to the agreement. Changes to curriculum which are consistent with state standards shall be deemed approved unless the sponsor and the Department of Education determine in writing that the curriculum is inconsistent with state standards. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the sponsor as a consolidation. A request for consolidation of multiple charters must be approved or denied within 60 days after the submission of the request. If the request is denied, the sponsor shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within 10 days.

(e) A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and

sponsor of the public meeting in writing before the public meeting. The governing board must notify the sponsor, parents of enrolled students, and the department in writing within 24 hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to paragraphs (8)(d)-(f) and (9)(o).

(f) A charter may include a provision requiring the charter school to be held responsible for all costs associated with, but not limited to, mediation, damages, and attorney fees incurred by the district in connection with complaints to the Office of Civil Rights or the Equal Employment Opportunity Commission.

(8) CAUSES FOR NONRENEWAL OR TERMINATION OF CHARTER.—

(a) The sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate the charter. The sponsor may choose not to renew or may terminate the charter only if the sponsor expressly finds that one of the grounds set forth below exists by clear and convincing evidence:

1. Failure to participate in the state's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the charter.

2. Failure to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to s. 1002.345.

3. Material violation of law.

(b) Before a vote on any proposed action to renew; terminate, other than an immediate termination under paragraph (c); or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew, terminate, or not renew the charter. A charter automatically renews with the same terms and conditions if notification does not occur at least 90 days before the end of the school year. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the school's governing board may, within 14 calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings. The hearing shall be conducted within 90 days after receipt of the request for a hearing and in accordance with chapter 120. The administrative law judge's final order shall be submitted to the sponsor. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals. The charter school's governing board may, within 30 calendar days after receiving the final order, appeal the decision pursuant to s. 120.68.

(c) A charter may be terminated immediately if the sponsor sets forth in writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists; that the immediate and serious danger is likely to continue; and that an immediate termination of the charter is necessary. The sponsor's determination is subject to the procedures set forth in paragraph (b), except that the hearing may take place after the charter has been terminated. The sponsor shall notify in writing the charter school's governing board, the charter school principal, and the department of the facts and circumstances supporting the immediate termination. The sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable. Upon receiving written notice from the sponsor, the charter school's governing board has 10 calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within 60 days after the date of request. The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.

(d) When a charter is not renewed or is terminated, the school shall be dissolved under the provisions of law under which the school was organized, and any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school shall revert to the sponsor. Capital outlay funds provided pursuant to s. 1013.62 and federal charter school program grant funds that are unencumbered shall revert to the department to be redistributed among eligible charter schools. In the event a charter school is

dissolved or is otherwise terminated, all sponsor property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the sponsor's request, until any appeal status is resolved.

(e) If a charter is not renewed or is terminated, the charter school is responsible for all debts of the charter school. The sponsor may not assume the debt from any contract made between the governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the sponsor and the governing body of the school and that may not reasonably be assumed to have been satisfied by the sponsor.

(f) If a charter is not renewed or is terminated, a student who attended the school may apply to, and shall be enrolled in, another public school. Normal application deadlines shall be disregarded under such circumstances.

(9) CHARTER SCHOOL REQUIREMENTS.—

(a) A charter school shall be nonsectarian in its programs, admission policies, employment practices, and operations.

(b) A charter school shall admit students as provided in subsection (10).

(c) A charter school shall be accountable to its sponsor for performance as provided in subsection (7).

(d) A charter school shall not charge tuition or registration fees, except those fees normally charged by other public schools. However, a charter lab school may charge a student activity and service fee as authorized by s. 1002.32(5).

(e) A charter school shall meet all applicable state and local health, safety, and civil rights requirements.

(f) A charter school shall not violate the antidiscrimination provisions of s. 1000.05.

(g)1. In order to provide financial information that is comparable to that reported for other public schools, charter schools are to maintain all financial records that constitute their accounting system:

a. In accordance with the accounts and codes prescribed in the most recent issuance of the publication titled "Financial and Program Cost Accounting and Reporting for Florida Schools"; or

b. At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to this paragraph.

2. Charter schools shall provide annual financial report and program cost report information in the state-required formats for inclusion in sponsor reporting in compliance with s. 1011.60(1). Charter schools that are operated by a municipality or are a component unit of a parent nonprofit organization may use the accounting system of the municipality or the parent but must reformat this information for reporting according to this paragraph.

3. A charter school shall, upon approval of the charter contract, provide the sponsor with a concise, uniform, monthly financial statement summary sheet that contains a balance sheet and a statement of revenue, expenditures, and changes in fund balance. The balance sheet and the statement of revenue, expenditures, and changes in fund balance shall be in the governmental funds format prescribed by the Governmental Accounting Standards Board. A high-performing charter school pursuant to s. 1002.331 may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statement summary sheet. The sponsor shall review each monthly or quarterly financial statement to identify the existence of any conditions identified in s. 1002.345(1)(a).

4. A charter school shall maintain and provide financial information as required in this paragraph. The financial statement required in subparagraph 3. must be in a form prescribed by the Department of Education.

(h) The governing board of the charter school shall annually adopt and maintain an operating budget.

(i) The governing body of the charter school shall exercise continuing oversight over charter school operations.

(j) The governing body of the charter school shall be responsible for:

1. Establishing and maintaining internal controls designed to:

a. Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).

b. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

c. Support economical and efficient operations.

d. Ensure reliability of financial records and reports.

e. Safeguard assets.

2. Ensuring that the charter school has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to s. 1002.345(2), who shall submit the report to the governing body.

3. Reviewing and approving the audit report, including audit findings and recommendations for the financial recovery plan.

4.a. Performing the duties in s. 1002.345, including monitoring a corrective action plan.

b. Monitoring a financial recovery plan in order to ensure compliance.

5. Participating in governance training approved by the department which must include government in the sunshine, conflicts of interest, ethics, and financial responsibility.

(k) The governing body of the charter school shall report its progress annually to its sponsor, which shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports. The Department of Education shall develop a uniform, online annual accountability report to be completed by charter schools. This report shall be easy to utilize and contain demographic information, student performance data, and financial accountability information. A charter school shall not be required to provide information and data that is duplicative and already in the possession of the department. The Department of Education shall include in its compilation a notation if a school failed to file its report by the deadline established by the department. The report shall include at least the following components:

1. Student achievement performance data, including the information required for the annual school report and the education accountability system governed by ss. 1008.31 and 1008.345. Charter schools are subject to the same accountability requirements as other public schools, including reports of student achievement information that links baseline student data to the school's performance projections identified in the charter. The charter school shall identify reasons for any difference between projected and actual student performance.

2. Financial status of the charter school which must include revenues and expenditures at a level of detail that allows for analysis of the charter school's ability to meet financial obligations and timely repayment of debt.

3. Documentation of the facilities in current use and any planned facilities for use by the charter school for instruction of students, administrative functions, or investment purposes.

4. Descriptive information about the charter school's personnel, including salary and benefit levels of charter school employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field.

(l) A charter school shall not levy taxes or issue bonds secured by tax revenues.

(m) A charter school shall provide instruction for at least the number of days required by law for other public schools and may provide instruction for additional days.

(n)1. The director and a representative of the governing board of a charter school that has earned a grade of "D" or "F" pursuant to s. 1008.34 shall appear before the sponsor to present information concerning each contract component having noted deficiencies. The director and a representative of the governing board shall submit to the sponsor for approval a school improvement plan to raise student performance. Upon approval by the sponsor, the charter school shall begin implementation of the school improvement plan. The department shall offer technical assistance and training to the charter school and its governing board and establish guidelines for developing, submitting, and approving such plans.

2.a. If a charter school earns three consecutive grades below a "C," the charter school governing board shall choose one of the following corrective actions:

(I) Contract for educational services to be provided directly to students, instructional personnel, and school administrators, as prescribed in state board rule;

(II) Contract with an outside entity that has a demonstrated record of effectiveness to operate the school;

(III) Reorganize the school under a new director or principal who is authorized to hire new staff; or

(IV) Voluntarily close the charter school.

b. The charter school must implement the corrective action in the school year following receipt of a third consecutive grade below a "C."

c. The sponsor may annually waive a corrective action if it determines that the charter school is likely to improve a letter grade if additional time is provided to implement the intervention and support strategies prescribed by the school improvement plan. Notwithstanding this sub-subparagraph, a charter school that earns a second consecutive grade of "F" is subject to subparagraph 3.

d. A charter school is no longer required to implement a corrective action if it improves to a "C" or higher. However, the charter school must continue to implement strategies identified in the school improvement plan. The sponsor must annually review implementation of the school improvement plan to monitor the school's continued improvement pursuant to subparagraph 4.

e. A charter school implementing a corrective action that does not improve to a "C" or higher after 2 full school years of implementing the corrective action must select a different corrective action. Implementation of the new corrective action must begin in the school year following the implementation period of the existing corrective action, unless the sponsor determines that the charter school is likely to improve to a "C" or higher if additional time is provided to implement the existing corrective action. Notwithstanding this sub-subparagraph, a charter school that earns a second consecutive grade of "F" while implementing a corrective action is subject to subparagraph 3.

3. A charter school's charter contract is automatically terminated if the school earns two consecutive grades of "F" after all school grade appeals are final unless:

a. The charter school is established to turn around the performance of a district public school pursuant to s. 1008.33(4)(b)2. Such charter schools shall be governed by s. 1008.33;

b. The charter school serves a student population the majority of which resides in a school zone served by a district public school subject to s. 1008.33(4) and the charter school earns at least a grade of "D" in its third year of operation. The exception provided under this sub-subparagraph does not apply to a charter school in its fourth year of operation and thereafter; or

c. The state board grants the charter school a waiver of termination. The charter school must request the waiver within 15 days after the department's official release of school grades. The state board may waive termination if the charter school demonstrates that the Learning Gains of its students on statewide assessments are comparable to or better than the Learning Gains of similarly situated students enrolled in nearby public schools. The waiver is valid for 1 year and may only be granted once. Charter schools that have been in operation for more than 5 years are not eligible for a waiver under this sub-subparagraph.

The sponsor shall notify the charter school's governing board, the charter school principal, and the department in writing when a charter contract is terminated under this subparagraph. A charter terminated under this subparagraph must follow the procedures for dissolution and reversion of public funds pursuant to paragraphs (8)(d)-(f) and (9)(o).

4. The director and a representative of the governing board of a graded charter school that has implemented a school improvement plan under this paragraph shall appear before the sponsor at least once a year to present information regarding the progress of intervention and support strategies implemented by the school pursuant to the school improvement plan and corrective actions, if applicable. The sponsor shall communicate at the meeting, and in writing to the director, the services provided to the school to help the school address its deficiencies.

5. Notwithstanding any provision of this paragraph except sub-subparagraphs 3.a.-c., the sponsor may terminate the charter at any time pursuant to subsection (8).

(o)1. Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than $10,000 per expenditure without prior written approval from the sponsor unless such expenditure was included within the annual budget submitted to the sponsor pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

2. An independent audit shall be completed within 30 days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

3. A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

4. A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with its sponsor.

5. A violation of this paragraph triggers a reversion or clawback power by the sponsor allowing for collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

(p)1. Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to s. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

2. Each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a governing board member, a charter school employee, or an individual contracted to represent the governing board. If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate representative for each charter school in the district. The representative's contact information must be provided annually in writing to parents and posted prominently on the charter school's website. The sponsor may not require governing board members to reside in the school district in which the charter school is located if the charter school complies with this subparagraph.

3. Each charter school's governing board must hold at least two public meetings per school year in the school district where the charter school is located. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her designee, must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5).

(q)1. The charter school principal or the principal's designee shall make a reasonable attempt to notify the 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 s. 394.463. For purposes of this subparagraph, "a reasonable attempt to notify" means the exercise of reasonable diligence and care by the principal or the principal's designee 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 or the principal's designee must take the following actions:

a. 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 voice mail messages following the decision to initiate an involuntary examination of the student.

b. 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.

A principal or his or her designee 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.

2. The principal or the principal's designee may delay notification for no more than 24 hours after the student is removed if:

a. The principal or the principal's designee deems the delay to be in the student's best interest and a report has been submitted to the central abuse hotline, pursuant to s. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect; or

b. The principal or the principal's designee reasonably believes that such delay is necessary to avoid jeopardizing the health and safety of the student.

3. Before a principal or his or her designee contacts a law enforcement officer, he or she must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal or the principal's designee reasonably believes that any delay in removing the student will increase the likelihood of harm to the student or others. This requirement does not supersede the authority of a law enforcement officer to act under s. 394.463.

Each charter school governing board shall develop a policy and procedures for notification under this paragraph.

(r)1. Parents of charter school students have a right to timely notification of threats, unlawful acts, and significant emergencies pursuant to s. 1006.07(4) and (7).

2. Parents of charter school students have a right to access school safety and discipline incidents as reported pursuant to s. 1006.07(9).

(10) ELIGIBLE STUDENTS.—

(a)1. A charter school may be exempt from the requirements of s. 1002.31 if the school is open to any student covered in an interdistrict agreement and any student residing in the school district in which the charter school is located.

2. A virtual charter school when enrolling students shall comply with the applicable requirements of s. 1002.31 and with the enrollment requirements established under s. 1002.45(1)(e)4.

3. A charter lab school shall be open to any student eligible to attend the lab school as provided in s. 1002.32 or who resides in the school district in which the charter lab school is located.

4. Any eligible student shall be allowed interdistrict transfer to attend a charter school when based on good cause. Good cause shall include, but is not limited to, geographic proximity to a charter school in a neighboring school district.

(b) The charter school shall enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. In such case, all applicants shall have an equal chance of being admitted through a random selection process.

(c) When a public school converts to charter status, enrollment preference shall be given to students who would have otherwise attended that public school. The district school board shall consult and negotiate with the conversion charter school every 3 years to determine whether realignment of the conversion charter school's attendance zone is appropriate in order to ensure that students residing closest to the charter school are provided with an enrollment preference.

(d) A charter school may give enrollment preference to the following student populations:

1. Students who are siblings of a student enrolled in the charter school.

2. Students who are the children of a member of the governing board of the charter school.

3. Students who are the children of an employee of the charter school.

4. Students who are the children of:

a. An employee of the business partner of a charter school-in-the-workplace established under paragraph (15)(b) or a resident of the municipality in which such charter school is located; or

b. A resident or employee of a municipality that operates a charter school-in-a-municipality pursuant to paragraph (15)(c) or allows a charter school to use a school facility or portion of land provided by the municipality for the operation of the charter school.

5. Students who have successfully completed, during the previous year, a voluntary prekindergarten education program under ss. 1002.51-1002.79 provided by the charter school, the charter school's governing board, or a voluntary prekindergarten provider that has a written agreement with the governing board.

6. Students who are the children of an active duty member of any branch of the United States Armed Forces.

7. Students who attended or are assigned to failing schools pursuant to s. 1002.38(2).

(e) A charter school may limit the enrollment process only to target the following student populations:

1. Students within specific age groups or grade levels.

2. Students considered at risk of dropping out of school or academic failure. Such students shall include exceptional education students.

3. Students enrolling in a charter school-in-the-workplace or charter school-in-a-municipality established pursuant to subsection (15).

4. Students residing within a reasonable distance of the charter school, as described in paragraph (20)(c). Such students shall be subject to a random lottery and to the racial/ethnic balance provisions described in subparagraph (7)(a)8. or any federal provisions that require a school to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other nearby public schools.

5. Students who meet reasonable academic, artistic, or other eligibility standards established by the charter school and included in the charter school application and charter or, in the case of existing charter schools, standards that are consistent with the school's mission and purpose. Such standards shall be in accordance with current state law and practice in public schools and may not discriminate against otherwise qualified individuals.

6. Students articulating from one charter school to another pursuant to an articulation agreement between the charter schools that has been approved by the sponsor.

7. Students living in a development in which a developer, including any affiliated business entity or charitable foundation, contributes to the formation, acquisition, construction, or operation of one or more charter schools or charter school facilities and related property in an amount equal to or having a total appraised value of at least $5 million to be used as charter schools to mitigate the educational impact created by the development of new residential dwelling units. Students living in the development are entitled to 50 percent of the student stations in the charter schools. The students who are eligible for enrollment are subject to a random lottery, the racial/ethnic balance provisions, or any federal provisions, as described in subparagraph 4. The remainder of the student stations must be filled in accordance with subparagraph 4.

(f) Students with disabilities and students served in English for Speakers of Other Languages programs shall have an equal opportunity of being selected for enrollment in a charter school.

(g) A student may withdraw from a charter school at any time and enroll in another public school as determined by district school board rule.

(h) The capacity of the charter school shall be determined annually by the governing board, in conjunction with the sponsor, of the charter school in consideration of the factors identified in this subsection unless the charter school is designated as a high-performing charter school pursuant to s. 1002.331. A sponsor may not require a charter school to waive the provisions of s. 1002.331 or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2) as a condition of approval or renewal of a charter.

(i) The capacity of a high-performing charter school identified pursuant to s. 1002.331 shall be determined annually by the governing board of the charter school. The governing board shall notify the sponsor of any increase in enrollment by March 1 of the school year preceding the increase. A sponsor may not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

(11) PARTICIPATION IN INTERSCHOLASTIC EXTRACURRICULAR ACTIVITIES.—A charter school student is eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to s. 1006.15(3)(d).

(12) EMPLOYEES OF CHARTER SCHOOLS.—

(a) A charter school shall select its own employees. A charter school may contract with its sponsor for the services of personnel employed by the sponsor.

(b) Charter school employees shall have the option to bargain collectively. Employees may collectively bargain as a separate unit or as part of the existing district collective bargaining unit as determined by the structure of the charter school.

in s. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

5. The sponsor of a charter school that knowingly fails to comply with this paragraph shall terminate the charter under subsection (8).

(h) For the purposes of tort liability, the charter school, including its governing body and employees, shall be governed by s. 768.28. This paragraph does not include any for-profit entity contracted by the charter school or its governing body.

(i) A charter school shall organize as, or be operated by, a nonprofit organization. A charter school may be operated by a municipality or other public entity as provided for by law. As such, the charter school may be either a private or a public employer. As a public employer, a charter school may participate in the Florida Retirement System upon application and approval as a "covered group" under s. 121.021(34). If a charter school participates in the Florida Retirement System, the charter school employees shall be compulsory members of the Florida Retirement System. As either a private or a public employer, a charter school may contract for services with an individual or group of individuals who are organized as a partnership or a cooperative. Individuals or groups of individuals who contract their services to the charter school are not public employees.

(13) CHARTER SCHOOL COOPERATIVES.—Charter schools may enter into cooperative agreements to form charter school cooperative organizations that may provide services to further educational, operational, and administrative initiatives in which the participating charter schools share common interests.

(14) CHARTER SCHOOL FINANCIAL ARRANGEMENTS; INDEMNIFICATION OF THE STATE AND SPONSOR; CREDIT OR TAXING POWER NOT TO BE PLEDGED.—Any arrangement entered into to borrow or otherwise secure funds for a charter school authorized in this section from a source other than the state or a sponsor shall indemnify the state and the sponsor from any and all liability, including, but not limited to, financial responsibility for the payment of the principal or interest. Any loans, bonds, or other financial agreements are not obligations of the state or the sponsor but are obligations of the charter school authority and are payable solely from the sources of funds pledged by such agreement. The credit or taxing power of the state or the sponsor shall not be pledged and no debts shall be payable out of any moneys except those of the legal entity in possession of a valid charter approved by a sponsor pursuant to this section.

(15) CHARTER SCHOOLS-IN-THE-WORKPLACE; CHARTER SCHOOLS-IN-A-MUNICIPALITY.—

(a) In order to increase business partnerships in education, to reduce school and classroom overcrowding throughout the state, and to offset the high costs for educational facilities construction, the Legislature intends to encourage the formation of business partnership schools or satellite learning centers and municipal-operated schools through charter school status.

(b) A charter school-in-the-workplace may be established when a business partner provides the school facility to be used; enrolls students based upon a random lottery that involves all of the children of employees of that business or corporation who are seeking enrollment, as provided for in subsection (10); and enrolls students according to the racial/ethnic balance provisions described in subparagraph (7)(a)8. Any portion of a facility used for a public charter school shall be exempt from ad valorem taxes, as provided for in s. 1013.54, for the duration of its use as a public school.

(c) A charter school-in-a-municipality designation may be granted to a municipality that possesses a charter; enrolls students based upon a random lottery that involves all of the children of the residents of that municipality who are seeking enrollment, as provided for in subsection (10); and enrolls students according to the racial/ethnic balance provisions described in subparagraph (7)(a)8. When a municipality has submitted charter applications for the establishment of a charter school feeder pattern, consisting of elementary, middle, and senior high schools, and each individual charter application is approved by the sponsor, such schools shall then be designated as one charter school for all purposes listed pursuant to this section. Any portion of the land and facility used for a public charter school shall be exempt from ad valorem taxes, as provided for in s. 1013.54, for the duration of its use as a public school.

(d) As used in this subsection, the terms "business partner" or "municipality" may include more than one business or municipality to form a charter school-in-the-workplace or charter school-in-a-municipality.

(c) The employees of a conversion charter school shall remain public employees for all purposes, unless such employees choose not to do so.

(d) The teachers at a charter school may choose to be part of a professional group that subcontracts with the charter school to operate the instructional program under the auspices of a partnership or cooperative that they collectively own. Under this arrangement, the teachers would not be public employees.

(e) Employees of a school district may take leave to accept employment in a charter school upon the approval of the district school board. While employed by the charter school and on leave that is approved by the district school board, the employee may retain seniority accrued in that school district and may continue to be covered by the benefit programs of that school district, if the charter school and the district school board agree to this arrangement and its financing. School districts shall not require resignations of teachers desiring to teach in a charter school. This paragraph shall not prohibit a district school board from approving alternative leave arrangements consistent with chapter 1012.

(f) Teachers employed by or under contract to a charter school shall be certified as required by chapter 1012. A charter school governing board may employ or contract with skilled selected noncertified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in chapter 1012, and as provided by State Board of Education rule for charter school governing boards. A charter school may not knowingly employ an individual to provide instructional services or to serve as an education paraprofessional if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. A charter school may not knowingly employ an individual who has resigned from a school district in lieu of disciplinary action with respect to child welfare or safety, or who has been dismissed for just cause by any school district with respect to child welfare or safety. The qualifications of teachers shall be disclosed to parents.

(g)1. A charter school shall employ or contract with employees who have undergone background screening as provided in s. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in s. 1012.32. An individual may not be employed as an employee or contract personnel of a charter school or serve as a member of a charter school governing board if the individual is on the disqualification list maintained by the department pursuant to s. 1001.10(4)(b).

2. A charter school shall prohibit educational support employees, instructional personnel, and school administrators, as defined in s. 1012.01, from employment in any position that requires direct contact with students if the employees, personnel, or administrators are ineligible for such employment under s. 1012.315 or have been terminated or have resigned in lieu of termination for sexual misconduct with a student. If the prohibited conduct occurs while employed, a charter school must report the individual and the disqualifying circumstances to the department for inclusion on the disqualification list maintained pursuant to s. 1001.10(4)(b).

3. The governing board of a charter school shall adopt policies establishing standards of ethical conduct for educational support employees, instructional personnel, and school administrators. The policies must require all educational support employees, instructional personnel, and school administrators, as defined in s. 1012.01, to complete training on the standards; establish the duty of educational support employees, instructional personnel, and school administrators to report, and procedures for reporting, alleged misconduct that affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under ss. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed educational support employees, instructional personnel, or school administrators, or employees, 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 employees, personnel, or administrators with employment references or discuss the employees', personnel's, or administrators' performance with prospective employers in another educational setting, without disclosing the employees', personnel's, or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by educational support employees, instructional personnel, or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

4. Before employing an individual in any position that requires direct contact with students, a charter school shall conduct employment history checks of each individual through use of the educator screening tools described

Charter schools whose students or programs meet the eligibility criteria in law are entitled to their proportionate share of categorical program funds included in the total funds available in the Florida Education Finance Program by the Legislature, including transportation, and the evidence-based reading allocation. Total funding for each charter school shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the charter school during the full-time equivalent student survey periods designated by the Commissioner of Education. For charter schools operated by a not-for-profit or municipal entity, any unrestricted current and capital assets identified in the charter school's annual financial audit may be used for other charter schools operated by the not-for-profit or municipal entity within the school district. Unrestricted current assets shall be used in accordance with s. 1011.62, and any unrestricted capital assets shall be used in accordance with s. 1013.62(2).

2.a. Students enrolled in a charter school sponsored by a state university or Florida College System institution pursuant to paragraph (5)(a) shall be funded as if they are in a basic program or a special program in the school district. The basis for funding these students is the sum of the total operating funds from the Florida Education Finance Program for the school district in which the school is located as provided in s. 1011.62 and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from each school district's current operating discretionary millage levy, divided by total funded weighted full-time equivalent students in the district, and multiplied by the full-time equivalent membership of the charter school. The Department of Education shall develop a tool that each state university or Florida College System institution sponsoring a charter school shall use for purposes of calculating the funding amount for each eligible charter school student. The total amount obtained from the calculation must be appropriated from state funds in the General Appropriations Act to the charter school.

b. Capital outlay funding for a charter school sponsored by a state university or Florida College System institution pursuant to paragraph (5)(a) is determined pursuant to s. 1013.62 and the General Appropriations Act.

(c) Pursuant to 20 U.S.C. 8061 s. 10306, all charter schools shall receive all federal funding for which the school is otherwise eligible, including Title I funding, not later than 5 months after the charter school first opens and within 5 months after any subsequent expansion of enrollment. Unless otherwise mutually agreed to by the charter school and its sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the school district. Such federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the charter school must submit the invoice to the sponsor at least 30 days before the monthly date of reimbursement set by the sponsor. In order to be reimbursed, any expenditures made by the charter school must comply with all applicable state rules and federal regulations, including, but not limited to, the applicable federal Office of Management and Budget Circulars; the federal Education Department General Administrative Regulations; and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the sponsor for approval of the use of the funds in accordance with applicable federal requirements. The sponsor has 30 days to review and approve any plan submitted pursuant to this paragraph.

(d) Charter schools shall be included by the Department of Education and the district school board in requests for federal stimulus funds in the same manner as district school board-operated public schools, including Title I and IDEA funds and shall be entitled to receive such funds. Charter schools are eligible to participate in federal competitive grants that are available as part of the federal stimulus funds.

(e) Sponsors shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special state and federal funding for which they may be eligible. Payments of funds under paragraph (b) shall be made monthly or twice a month, beginning with the start of the sponsor's fiscal year. Each payment shall be one-twelfth, or one twenty-fourth, as applicable, of the total state and local funds described in paragraph (b) and adjusted as set forth therein. For the first 2 years of a charter school's operation, if a minimum of 75 percent of the projected enrollment is entered into the sponsor's student

(16) EXEMPTION FROM STATUTES.—

(a) A charter school shall operate in accordance with its charter and shall be exempt from all statutes in chapters 1000-1013. However, a charter school shall be in compliance with the following statutes in chapters 1000-1013:

1. Those statutes specifically applying to charter schools, including this section.
2. Those statutes pertaining to the student assessment program and school grading system.
3. Those statutes pertaining to the provision of services to students with disabilities.
4. Those statutes pertaining to civil rights, including s. 1000.05, relating to discrimination.
5. Those statutes pertaining to student health, safety, and welfare.

(b) Additionally, a charter school shall be in compliance with the following statutes:

1. Section 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties.
2. Chapter 119, relating to public records.
3. Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to s. 1003.03 shall be the average at the school level.
4. Section 1012.22(1)(c), relating to compensation and salary schedules.
5. Section 1012.33(5), relating to workforce reductions.
6. Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011.
7. Section 1012.34, relating to the substantive requirements for performance evaluations for instructional personnel and school administrators.
8. Section 1006.12, relating to safe-school officers.
9. Section 1006.07(7), relating to threat assessment teams.
10. Section 1006.07(9), relating to School Environmental Safety Incident Reporting.
11. Section 1006.07(10), relating to reporting of involuntary examinations.
12. Section 1006.1493, relating to the Florida Safe Schools Assessment Tool.
13. Section 1006.07(6)(d), relating to adopting an active assailant response plan.
14. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool.
15. Section 1012.584, relating to youth mental health awareness and assistance training.

(c) For purposes of subparagraphs (b)4.-7.:

1. The duties assigned to a district school superintendent apply to charter school administrative personnel, as defined in s. 1012.01(3)(a) and (b), and the charter school governing board shall designate at least one administrative person to be responsible for such duties.
2. The duties assigned to a district school board apply to a charter school governing board.
3. A charter school may hire instructional personnel and other employees on an at-will basis.
4. Notwithstanding any provision to the contrary, instructional personnel and other employees on contract may be suspended or dismissed any time during the term of the contract without cause.

(17) FUNDING.—Students enrolled in a charter school, regardless of the sponsorship, shall be funded as if they are in a basic program or a special program, the same as students enrolled in other public schools in a school district. Funding for a charter lab school shall be as provided in s. 1002.32.

(a) Each charter school shall report its student enrollment to the sponsor as required in s. 1011.62 and in accordance with the definitions in s. 1011.61. The sponsor shall include each charter school's enrollment in the sponsor's report of student enrollment. All charter schools submitting student record information required by the Department of Education shall comply with the Department of Education's guidelines for electronic data formats for such data, and all sponsors shall accept electronic data that complies with the Department of Education's electronic format.

(b)1. The basis for the agreement for funding students enrolled in a charter school shall be the sum of the school district's operating funds from the Florida Education Finance Program as provided in s. 1011.62 and the General Appropriations Act, including gross state and local funds, discretionary lottery funds, and funds from the school district's current operating discretionary millage levy; divided by total funded weighted full-time equivalent students in the school district; and multiplied by the weighted full-time equivalent students for the charter school.

information system by the first day of the current month, the sponsor shall distribute funds to the school for the months of July through October based on the projected full-time equivalent student membership of the charter school as submitted in the approved application. If less than 75 percent of the projected enrollment is entered into the sponsor's student information system by the first day of the current month, the sponsor shall base payments on the actual number of student enrollment entered into the sponsor's student information system. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the charter school for the remainder of the fiscal year. The payments shall be issued no later than 10 working days after the sponsor receives a distribution of state or federal funds or the date the payment is due pursuant to this subsection. If a warrant for payment is not issued within 10 working days after receipt of funding by the sponsor, the sponsor shall pay to the charter school, in addition to the amount of the scheduled disbursement, interest at a rate of 1 percent per month calculated on a daily basis on the unpaid balance from the expiration of the 10 working days until such time as the warrant is issued. The district school board may not delay payment to a charter school of any portion of the funds provided in paragraph (b) based on the timing of receipt of local funds by the district school board.

(f) Funding for a virtual charter school shall be as provided in s. 1002.45(6).

(g) To be eligible for public education capital outlay (PECO) funds, a charter school must be located in the State of Florida.

(h) A charter school that implements a schoolwide standard student attire policy pursuant to s. 1011.78 is eligible to receive incentive payments.

(18) FACILITIES.—

(a) A startup charter school shall utilize facilities which comply with the Florida Building Code pursuant to chapter 553 except for the State Requirements for Educational Facilities. Conversion charter schools shall utilize facilities that comply with the State Requirements for Educational Facilities provided that the school district and the charter school have entered into a mutual management plan for the reasonable maintenance of such facilities. The mutual management plan shall contain a provision by which the district school board agrees to maintain charter school facilities in the same manner as its other public schools within the district. Charter schools, with the exception of conversion charter schools, are not required to comply, but may choose to comply, with the State Requirements for Educational Facilities of the Florida Building Code adopted pursuant to s. 1013.37. The local governing authority shall not adopt or impose any local building requirements or site-development restrictions, such as parking and site-size criteria, student enrollment, and occupant load, that are addressed by and more stringent than those found in the State Requirements for Educational Facilities of the Florida Building Code. A local governing authority must treat charter schools equitably in comparison to similar requirements, restrictions, and site planning processes imposed upon public schools that are not charter schools, including such provisions that are established by interlocal agreement. An interlocal agreement entered into by a school district for the development of only its own schools, including provisions relating to the extension of infrastructure, may be used by charter schools. A charter school may not be subject to any land use regulation requiring a change to a local government comprehensive plan or requiring a development order or development permit, as those terms are defined in s. 163.3164, that would not be required for a public school in the same location. The agency having jurisdiction for inspection of a facility and issuance of a certificate of occupancy or use shall be the local municipality or, if in an unincorporated area, the county governing authority. If an official or employee of the local governing authority refuses to comply with this paragraph, the aggrieved school or entity has an immediate right to bring an action in circuit court to enforce its rights by injunction. An aggrieved party that receives injunctive relief may be awarded attorney fees and court costs.

(b) A charter school shall use facilities that comply with the Florida Fire Prevention Code, pursuant to s. 633.208, as adopted by the authority in whose jurisdiction the facility is located as provided in paragraph (a).

(c) Any facility, or portion thereof, used to house a charter school whose charter has been approved by the sponsor and the governing board, pursuant to subsection (7), is exempt from ad valorem taxes pursuant to s. 196.1983. Any library, community service, museum, performing arts, theatre, cinema, or church facility; any facility or land owned by a Florida College System institution or university; any similar public institutional facilities;

and any facility recently used to house a school or child care facility licensed under s. 402.305 may provide space to charter schools within their facilities under their preexisting zoning and land use designations without obtaining a special exception, rezoning, or a land use change.

(d) Charter school facilities are exempt from assessments of fees for building permits, except as provided in s. 553.80; fees for building and occupational licenses; impact fees or exactions; service availability fees; and assessments for special benefits.

(e) If a district school board facility or property is available because it is surplus, marked for disposal, or otherwise unused, it shall be provided for a charter school's use on the same basis as it is made available to other public schools in the district. A charter school receiving property from the sponsor may not sell or dispose of such property without written permission of the sponsor. Similarly, for an existing public school converting to charter status, no rental or leasing fee for the existing facility or for the property normally inventoried to the conversion school may be charged by the district school board to the parents and teachers organizing the charter school. The charter school shall agree to reasonable maintenance provisions in order to maintain the facility in a manner similar to district school board standards. The Public Education Capital Outlay maintenance funds or any other maintenance funds generated by the facility operated as a conversion school shall remain with the conversion school.

(f) To the extent that charter school facilities are specifically created to mitigate the educational impact created by the development of new residential dwelling units, pursuant to subparagraph (2)(c)4., a proportionate share of costs per student station of educational impact fees required to be paid in connection with the new residential dwelling units must be designated for the construction of the charter school facilities that will mitigate the student station impact, including charter school facilities described in subparagraph (10)(e)7. Such facilities shall be built to the State Requirements for Educational Facilities and shall be owned by a public or nonprofit entity. The local school district retains the right to monitor and inspect such facilities to ensure compliance with the State Requirements for Educational Facilities. If a facility ceases to be used for public educational purposes, either the facility shall revert to the school district subject to any debt owed on the facility, or the owner of the facility shall have the option to refund all educational impact fees utilized for the facility to the school district. The district and the owner of the facility may contractually agree to another arrangement for the facilities if the facilities cease to be used for educational purposes. The owner of property planned or approved for new residential dwelling units and the entity levying educational impact fees shall enter into an agreement that designates the educational impact fees that will be allocated for the charter school student stations and that ensures the timely construction of the charter school student stations concurrent with the expected occupancy of the residential units. The application for use of educational impact fees shall include an approved charter school application. To assist the school district in forecasting student station needs, the entity levying the impact fees shall notify the affected district of any agreements it has approved for the purpose of mitigating student station impact from the new residential dwelling units. Any entity contributing toward the construction of such facilities shall receive a credit toward any impact fees or exactions imposed for public educational facilities to the extent that the entity has not received a credit for such contribution pursuant to s. 163.3180(6)(h)2.

(g) Each school district shall annually provide to the Department of Education as part of its 5-year work plan the number of existing vacant classrooms in each school that the district does not intend to use or does not project will be needed for educational purposes for the following school year. The department may recommend that a district make such space available to an appropriate charter school.

(19) CAPITAL OUTLAY FUNDING.—Charter schools are eligible for capital outlay funds pursuant to ss. 1011.71(2) and 1013.62. Capital outlay funds authorized in ss. 1011.71(2) and 1013.62 which have been shared with a charter school-in-the-workplace prior to July 1, 2010, are deemed to have met the authorized expenditure requirements for such funds.

(20) SERVICES.—

(a)1. A sponsor shall provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services; exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school

lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the sponsor at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program, and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the sponsor or the school district; test administration services, including payment of the costs of state-required or district-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the district in which the charter school is located or by schools in the sponsor's portfolio of charter schools if the sponsor is not a school district. Student performance data for each student in a charter school, including, but not limited to, FCAT scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the sponsor to a charter school in the same manner provided to other public schools in the district or by schools in the sponsor's portfolio of charter schools if the sponsor is not a school district.

2. A sponsor may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in paragraph (17)(b) calculated based on weighted full-time equivalent students. If the charter school serves 75 percent or more exceptional education students as defined in s. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

a. Up to 5 percent for:

(I) Enrollment of up to and including 250 students in a charter school as defined in this section.

(II) Enrollment of up to and including 500 students within a charter school system which meets all of the following:

(A) Includes conversion charter schools and nonconversion charter schools.

(B) Has all of its schools located in the same county.

(C) Has a total enrollment exceeding the total enrollment of at least one school district in this state.

(D) Has the same governing board for all of its schools.

(E) Does not contract with a for-profit service provider for management of school operations.

(III) Enrollment of up to and including 250 students in a virtual charter school.

b. Up to 2 percent for enrollment of up to and including 250 students in a high-performing charter school as defined in s. 1002.331.

c. Up to 2 percent for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to s. 1008.3415(3).

3. A sponsor may not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this paragraph. A sponsor may not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.

4. A sponsor shall provide to the department by September 15 of each year the total amount of funding withheld from charter schools pursuant to this subsection for the prior fiscal year. The department must include the information in the report required under sub-sub-subparagraph (5)(b)1.k.(III).

(b) If goods and services are made available to the charter school through the contract with the sponsor, they shall be provided to the charter school at a rate no greater than the sponsor's actual cost unless mutually agreed upon by the charter school and the sponsor in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals, to be paid by the party against whom the administrative law judge rules. To

maximize the use of state funds, sponsors shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

(c) Transportation of charter school students shall be provided by the charter school consistent with the requirements of subpart I.E. of chapter 1006 and s. 1012.45. The governing body of the charter school may provide transportation through an agreement or contract with the sponsor, a private provider, or parents. The charter school and the sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

(d) Each charter school shall annually complete and submit a survey, provided in a format specified by the Department of Education, to rate the timeliness and quality of services provided by the sponsor in accordance with this section. The department shall compile the results, by sponsor, and include the results in the report required under sub-sub-subparagraph (5)(b)1.k.(III).

(21) PUBLIC INFORMATION ON CHARTER SCHOOLS.—

(a) The Department of Education shall provide information to the public, directly and through sponsors, on how to form and operate a charter school and how to enroll in a charter school once it is created. This information shall include the standard application form, standard charter and virtual charter contracts, standard evaluation instrument, and standard charter and virtual charter renewal contracts, which shall include the information specified in subsection (7) and shall be developed by consulting and negotiating with both sponsors and charter schools before implementation. The charter and virtual charter contracts and charter renewal and virtual charter renewal contracts shall be used by charter school sponsors.

(b)1. The Department of Education shall report to each charter school receiving a school grade pursuant to s. 1008.34 or a school improvement rating pursuant to s. 1008.341 the school's student assessment data.

2. The charter school shall report the information in subparagraph 1. to each parent of a student at the charter school, the parent of a child on a waiting list for the charter school, the sponsor, and the governing board of the charter school. This paragraph does not abrogate the provisions of s. 1002.22, relating to student records, or the requirements of 20 U.S.C. s. 1232g, the Family Educational Rights and Privacy Act.

(22) FACILITIES SHARED BY CHARTER SCHOOLS.—

(a) If a charter school moves out of a facility that is shared with another charter school having a separate Master School Identification Number, the charter school must provide for an audit of all equipment, educational materials and supplies, curriculum materials, and other items purchased or developed with federal charter school program grant funds, and such items must be transferred to the charter school's new location. The audit report must be submitted to the Department of Education within 60 days after completion.

(b) A charter school may not transfer an enrolled student to another charter school having a separate Master School Identification Number without first obtaining the written approval of the student's parent.

(23) ANALYSIS OF CHARTER SCHOOL PERFORMANCE.—Upon receipt of the annual report required by paragraph (9)(k), the Department of Education shall provide to the State Board of Education, the Commissioner of Education, the Governor, the President of the Senate, and the Speaker of the House of Representatives an analysis and comparison of the overall performance of charter school students, to include all students whose scores are counted as part of the statewide assessment program, versus comparable public school students in the district as determined by the statewide assessment program currently administered in the school district, and other assessments administered pursuant to s. 1008.22(3).

(24) RESTRICTION ON EMPLOYMENT OF RELATIVES.—

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:

1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter

school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Charter school personnel in schools operated by a municipality or other public entity are subject to s. 112.3135.

(25) LOCAL EDUCATIONAL AGENCY STATUS FOR CERTAIN CHARTER SCHOOL SYSTEMS.—

(a) A charter school system's governing board shall be designated a local educational agency for the purpose of receiving federal funds, the same as though the charter school system were a school district, if the governing board of the charter school system has adopted and filed a resolution with its sponsor and the Department of Education in which the governing board of the charter school system accepts the full responsibility for all local education agency requirements and the charter school system meets all of the following:

1. Has all schools located in the same county;
2. Has a total enrollment exceeding the total enrollment of at least one school district in this state; and
3. Has the same governing board.

(b) A charter school system's governing board may be designated a local educational agency for the purpose of receiving federal funds for all schools within a school district that are established pursuant to s. 1008.33 and are under the jurisdiction of the governing board. The governing board must adopt and file a resolution with its sponsoring district school board and the Department of Education and accept full responsibility for all local educational agency requirements.

Such designation does not apply to other provisions unless specifically provided in law.

(26) STANDARDS OF CONDUCT AND FINANCIAL DISCLOSURE.—

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

(27) MILITARY INSTALLATIONS.—

(a) The Legislature finds that military families face unique challenges due to the highly mobile nature of military service. Among the many challenges that military families face is providing a high-quality education for their children without disruption. The state has a compelling interest in assisting the development and enhancement of learning opportunities for military children and addressing their unique needs.

(b) It is the intent of the Legislature that a framework be established to address the needs of military children who, along with their families, face unique challenges due to the highly mobile nature of military service. In establishing this framework, military installation commanders are encouraged to collaboratively work with the Commissioner of Education to increase military family student achievement, which may include the establishment of charter schools on military installations. Although the State Board of Education, through the Commissioner of

Education, shall supervise this collaboration, the applicable school district shall operate and maintain control over any school that is established on the military installation.

(28) RULEMAKING.—The Department of Education, after consultation with sponsors and charter school directors, shall recommend that the State Board of Education adopt rules to implement specific subsections of this section. Such rules shall require minimum paperwork and shall not limit charter school flexibility authorized by statute. The State Board of Education shall adopt rules, pursuant to ss. 120.536(1) and 120.54, to implement a standard charter application form, standard application form for the replication of charter schools in a high-performing charter school system, standard evaluation instrument, and standard charter and charter renewal contracts in accordance with this section.

History.—s. 98, ch. 2002-387; s. 23, ch. 2003-391; s. 1, ch. 2003-393; ss. 35, 78, ch. 2004-41; s. 3, ch. 2004-295; s. 1, ch. 2004-354; s. 1, ch. 2006-190; s. 2, ch. 2006-302; s. 5, ch. 2007-234; s. 14, ch. 2008-108; s. 4, ch. 2008-142; s. 1, ch. 2008-204; s. 7, ch. 2009-214; s. 24, ch. 2010-70; s. 6, ch. 2010-154; s. 6, ch. 2011-1; s. 27, ch. 2011-5; s. 13, ch. 2011-37; s. 8, ch. 2011-55; s. 2, ch. 2011-137; ss. 3, 5, ch. 2011-232; s. 93, ch. 2012-5; s. 6, ch. 2012-133; s. 2, ch. 2012-194; s. 5, ch. 2013-27; s. 42, ch. 2013-35; s. 156, ch. 2013-183; s. 2, ch. 2013-236; ss. 1, 2, ch. 2013-250; s. 35, ch. 2014-1; s. 3, ch. 2014-23; s. 24, ch. 2014-39; s. 7, ch. 2014-56; s. 4, ch. 2015-67; s. 4, ch. 2016-2; s. 7, ch. 2016-237; s. 21, ch. 2017-116; s. 9, ch. 2018-6; s. 114, ch. 2019-3; s. 18, ch. 2019-15; s. 8, ch. 2019-22; s. 4, ch. 2019-23; s. 13, ch. 2020-107; s. 3, ch. 2021-9; s. 4, ch. 2021-35; s. 4, ch. 2021-138; s. 5, ch. 2021-176; s. 72, ch. 2022-4; s. 2, ch. 2022-126; s. 3, ch. 2022-144; s. 1, ch. 2022-146; s. 11, ch. 2022-154.

[1]**Note.**—The word "renewal" was inserted by the editors to improve clarity and to conform to context.

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HERNANDO
SCHOOL DISTRICT

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
2019-2020 Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit July 23, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

GOVERNANCE
District Contact- **Dawn Williams**

1. **The following essential documents are available, up-to-date, signed, dated, readily accessible, and in a notebook or file.**
   a. Charter school contract and application with amendments.
   Yes X No_____ N/A_____

   b. Incorporation papers with bylaws.
   Yes X No_____ N/A_____

   c. Current governing board members list with addresses and phone numbers.
   Yes X No_____ N/A_____

   d. Board meeting announcements are posted in a public place.
   Yes X No_____ N/A_____

   e. Documentation is available regarding procedures for parents to contact the governing board, register a complaint, or place an item on the board agenda.
   Yes X No_____ N/A_____

   f. A set of documents organized chronologically containing governing board meeting announcements, meeting agenda and minutes signed and dated.
   Yes_____ No X N/A_____

   g. The state required Annual Report provides compliance in all areas.
   Yes X No_____ N/A_____

   h. The charter school board receives regular financial reports.
   Yes X No_____ N/A_____

   i. The charter school board approves the budget. Amendments and purchases over a certain dollar amount.
   Yes X No_____ N/A_____

   j. The role of the principal/director is clear in relationship to the charter board.
   Yes X No_____ N/A_____

   k. There is a process for evaluating the principal/director.
   Yes X No_____ N/A_____

   l. Does the school have an approved policy and procedures manual including adoption and/ or revision dates?
   Yes X No_____ N/A_____

m. Is the manual adequate to guide the operation of the school and to documentactual procedures?

Yes__X__ No_____ N/A_____

RECOMMENDATIONS AND/OR COMMENDATIONS:

Submit Board Meeting agendas and minutes in a more timely manner each month a meeting is held.

HERNANDO
SCHOOL DISTRICT

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy
Date of Visit Due to COVID, the annual review was done electronically and documents obtained through email for review. Finance did not do a site visit in 2019-20

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

FINANCE AND OPERATIONS
District Contact- **Joyce McIntyre**

1. **All Bank Accounts**
   a. Are the titles on the accounts correct?
   Yes__X__ No_____ N/A_____

   b. Is the tax identification number correct?
   Yes__X__ No_____ N/A_____

   c. Were any accumulated idle funds properly invested?
   Yes__X__ No_____ N/A_____

   d. Have authorized signers been changed as needed?
   Yes__X__ No_____ N/A_____

   e. Are there the required numbers of signers as set in policy?
   Yes__X__ No_____ N/A_____

   f. Have the Public Depositor reports been properly filed?
   Yes__X__ No_____ N/A_____

2. **Internal Accounts Petty Cash**
   a. Does the petty cash amount recorded on the balance sheet equal the amount counted?
   Yes_____ No_____ N/A__X__

   b. Was the petty cash fund kept in a secure place (locked with limited access and fireproof?
   Yes_____ No_____ N/A__X__

   c. Were all reimbursement receipts originals?
   Yes_____ No_____ N/A__X__

   d. Were all reimbursement receipts reviewed $25.00 or less?
   Yes_____ No_____ N/A__X__

   e. Were all reimbursement receipts signed and dated by the person receiving the reimbursement?
   Yes_____ No_____ N/A__X__

   f. Does the established petty cash fund not exceed the allowable threshold?
   Yes_____ No_____ N/A__X__

3. **Tangible Personal Property**
   a. Were items properly tagged with the school name and the property control number?
   Yes__X__ No_____ N/A_____

   b. If an item is no longer located at the school, or if an item was purchased with internal accounts funds or received as a gift, were the property control records accurately adjusted?
   Yes__X__ No_____ N/A_____

   c. Were equipment checkout procedures properly followed?
   Yes__X__ No_____ N/A_____

4. **Change Funds**
   a. Was the fund issued by the bookkeeper by means of a check from the internal accounts made out to the person responsible for the fund, and not to "cash" "school name" etc.?
   Yes_____ No_____ N/A__X__

   b. Was a sign in/out register maintained showing the event, date, amount issued, and signature of the person responsible for the fund and date the fund was returned?
   Yes_____ No_____ N/A__X__

   c. Was the change fund returned and re-deposited the next business day following the event?
   Yes_____ No_____ N/A__X__

5. **Analytical Reviews**
   a. Compare year-end balance in income statement accounts to the prior year and evaluate the differences. Were all unexpected differences resolved? **These items will be provided by outside auditor.**
   Yes__X__ No_____ N/A_____

   b. Compare year-end balances in projects to the prior year and evaluate the differences. Were all unexpected differences resolved?
   Yes__X__ No_____ N/A_____

   c. Are monthly statements being turned in on time?
   Yes_____ No__X__ N/A_____

6. **Timekeeping and Payroll Time Report Certifications**
   a. Did employees sign time sheets?
   Yes__X__ No_____ N/A_____

   b. Were all employees completing time worked? (in/out sheets?
   Yes__X__ No_____ N/A_____

   c. Were all employees listed on the Payroll Time Report certification the same as listed on the time sheet?
   Yes__X__ No_____ N/A_____

   d. Are leaves properly recorded on both the time sheet and the Payroll Time Report certifications?
   Yes__X__ No_____ N/A_____

   e. Were all appropriate payroll tax deposits made in a timely manner?
   Yes__X__ No_____ N/A_____

   f. Were all appropriate payroll tax forms and reports filed in a timely manner?
   Yes__X__ No_____ N/A_____

7. Collections

a. Were receipts properly documented?
Yes_____ No__X___ N/A_____

b. Were receipts properly posted in the correct account?
Yes__X___ No_____ N/A_____

c. Were daily collections by teachers remitted to the bookkeeper at the end of every business day?
Yes_____ No_____ N/A__X___

d. Were Monies Collected Forms properly documented, contain the purpose of the collection, organization name, dates, Official Receipt numbers, signatures, and receipt numbers?
Yes_____ No__X___ N/A_____

e. Were at least two people responsible for the collection of money?
Yes__X___ No_____ N/A_____

f. If the school is claiming Transportation FTE, are there adequate records to support the claim?
Yes_____ No_____ N/A__X___

g. Has the school's Capital Outlay Plan been approved by the HCSB?
Yes _X___ No_____ N/A_____

h. Has the school prepared a spending plan for other categorical funds such as SAI?
Yes _X___ No_____ N/A_____

i. Has the school's SAC prepared a spending plan for the lottery funds?
Yes_____ No_____ N/A_X___

8. Other Transactions (Journal entries and transfers)

a. Were transactions properly documented?
Yes_____ No__X___ N/A_____

b. Were transactions properly approved by the principal/director and the sponsor of the accounts affected?
Yes_____ No__X___ N/A_____

c. Were transactions properly entered into the accounting system?
Yes_____ No__X___ N/A_____

9. Official Receipts

a. Are all official receipt books accounted for?
Yes_X___ No_____ N/A_____

b. Are all official receipt books being properly used in order?
Yes_X___ No_____ N/A_____

10. Teacher Receipts

a. Can all teacher receipt books be accounted for?
Yes_____ No_____ N/A_X___

b. If not, did the responsible person write and sign a statement certifying that the receipt book was lost and all collections, if any, were remitted to the bookkeeper?
Yes_____ No_____ N/A_X___

c. Were all teacher receipt books being used in order?
Yes_____ No_____ N/A_X___

11. Returned Checks

a. Was there evidence that every effort had been made to contact the maker of the check at least one time by phone, and if necessary, one time by certified letter on school letterhead signed by the principal?
Yes_X___ No_____ N/A_X___

b. Was a service charge properly collected, or was there documentation signed by the principal explaining why the service charge was not collected?
Yes_____ No_____ N/A_X___

c. Was the collected service charge properly coded in the accounts if restitution ismade immediately?
Yes _____ No_____ N/A _X___

d. Was the re-deposited check properly coded as accounts receivable if restitution was not made by the end of the month?
Yes _____ No_____ N/A X___

e. Is there a log of returned checks maintained by the bookkeeper that is reconcilable to the Accounts Receivable balance on the balance sheet?
Yes _____ No_____ N/A_X___

12. Cancelled/Voided Checks

a. Were all checks kept in proper numeric order?
Yes_X___ No_____ N/A_____

b. Were checks issued with all pertinent information completed?
Yes_X___ No_____ N/A_____

c. Were checks properly voided when necessary?
Yes_X___ No_____ N/A_____

13. Tickets

a. Are tickets being properly recorded and controlled in a ticket log?
Yes_____ No_____ N/A_X___

14. Bids

a. Were telephone quotes documented and obtained from three or more vendors for singleor multiple "like items"?
Yes_____ No_____ N/A_X___

b. Were written quotations documented and obtained from three or more vendors for single or multiple "like items"?
Yes_____ No_____ N/A_X___

15. Contracts

a. Did the contract specify that it is for 1 year with a renewable option?
Yes_X___ No_____ N/A_____

b. Did the vendor comply with the specifications or the contract?
Yes_X___ No_____ N/A_____

16. Expenditures

a. Was warrant properly signed by two authorized signatures?
Yes_X___ No_____ N/A_____

b. Was warrant properly posted in the correct ledger account?
Yes_X___ No_____ N/A_____

c. Did original detailed invoices adequately support expenditure?
Yes_X___ No_____ N/A_____

d. Was the check requisition/purchase order properly prepared?
Yes_____ No_X___ N/A_____

e. Did the check requisition/ purchase order contain adequate documentation to support telephone and/or written quotations for purchase?
Yes_____ No_____ N/A_X___

f. Was the receiving report signed and dated by the person receiving the goods?
Yes_____ No _X___ N/A_____

g. Did the invoice agree with the purchase order description?
Yes_____ No_____ N/A_X___

h. Does it appear that management approval was obtained prior to purchasing goods and services?
Yes_____ No_X___ N/A_____

i. Were all purchase order signatures and other supporting documentation completed in ink?
Yes_X___ No_____ N/A_____

j. Were invoices properly cancelled or marked paid?
Yes_____ No_X___ N/A_____

k. If the expenditure was for travel, were the proper procedures followed?
Yes_____ No_____ N/A_X___

l. If the expenditure was for a refund were the proper procedures followed?
Yes_____ No_____ N/A_X___

m. For credit/debit card purchases is there evidence that cards are controlled and used only by authorized employees?
Yes_____ No_X___ N/A_____

n. For credit card purchases is there evidence that the statement is reconciled to the original receipts before payment?
Yes_____ No_____ N/A_X___

o. For debit card purchases is there evidence that the charges on the bank statement are reconciled to the original receipts in a timely manner?
Yes_____ No_____ N/A_X_

p. Are expenditures from categorical funds appropriate for the funding?
Yes_X_ No_____ N/A_____

17. Support Organizations

a. Was an annual audit conducted of their accounts?
Yes_____ No_____ N/A_X_

b. Have financial reports been submitted at least semiannually?
Yes_____ No_____ N/A_X_

c. Is the organization using a tax identification number that is different than the school's?
Yes_____ No_____ N/A_X_

d. Is there a cooperative activities agreement between the organization and the school?
Yes_____ No_____ N/A_X_

18. Budget Amendments

a. Was the annual budget properly prepared and approved by the board?
Yes_X_ No_____ N/A_____

b. Did the board approve budget amendments?
Yes_____ No_____ N/A_X_

c. If the budget is on TERMS, were all amendments properly approved using an MIS 115 form?
Yes_____ No_____ N/A_X_

d. Is there evidence of regular comparison if the budget to actual revenue and expenditure activity?
Yes_X_ No_____ N/A_____

19. Sales Tax

a. Has the school obtained a sales tax exemption letter from the Florida Department of Revenue?
Yes_X_ No_____ N/A_____

b. Was the sales tax paid when required in a timely manner?
Yes_X_ No_____ N/A_____

20. Other

a. Has the school obtained its 501(c) 3 determination letter from the IRS?
Yes_X_ No_____ N/A_____

b. Was the annual federal tax return filed in a timely manner?
Yes_X_ No_____ N/A_____

c. Have arrangements been made for the year-end audit?
Yes_X_ No_____ N/A_____

d. Does the school have current and adequate insurance coverage for workers compensation, general liability, errors and omissions for the board?
Yes_X_ No_____ N/A_____

e. Have monthly or quarterly financial reports been submitted to the District in a timely manner?
Yes_____ No_X_ N/A____

f. Are there any issues raised in the audit performed by the independent CPA that should be brought to the attention of the HCSB?
Yes_____ No__X___ N/A_____

21. Insurance

a. Policies of insurance are on file documenting active coverage with minimum limits as set forth in the charter contract.
Yes__X___ No_____ N/A_____

b. School Leaders Errors and Omissions
Yes__X___ No_____ N/A_____

c. Commercial General Liability
Yes__X___ No_____ N/A_____

d. Workers Compensation/Employee Liability
Yes__X___ No_____ N/A_____

e. Property Insurance
Yes__X___ No_____ N/A_____

f. Benefit Administration coverage if providing benefits to their employees.
Yes__X___ No_____ N/A_____

22. Certificates of insurance have been provided to the District for the above coverages naming the District as an additional insured.
Yes__X___ No_____ N/A_____

Recommendations and/or Commendations: Set up purchasing, deposit, and p-card use procedures based on REDBOOK and School Board Policy.

Due to Covid safety measures, a site visit was not conducted. Finance responses are incomplete in some instances, dueto lack of physical backup. Please see email below.

On Thu, Jul 2, 2020 at 2:07 PM Beth Olsen <olsen_b@hcsb.k12.fl.us> wrote: If you only had what you sent, that is fine. However, we do need copies of the monies collected forms for each deposit. You sent the deposit slip and the bank printout.

Thank you for your direction. We have not been using a "money collected" form, nor a PO. I didn't know these things were required. Ms. Brown (the prior finance person) moved or filed away in places we have not been able to locate, any sort of instruction or direction. The finance position has been getting by, by paying invoices as received in the mail and the ebc department getting verbal permission to utilize the BEST credit card to purchase items for her trips. Effective this new school year, the position will be filled 100% and I can assure you, the things that are required will be handled, but in the meantime, how do you want me to proceed with prior information? Do I need to create these PO's and money collected forms for the items I've sent you? I'm sorry Beth and again, as painful as it is for you to audit us, it's equally painful for us to not have the things you need at the ready. Michele t

HERNANDO

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit February 18, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

FOOD SERVICES
District Contact: **Lori Drenth**

1. **Free and Reduced Lunch**
   a. All students/parents have been provided the opportunity to complete a Free and Reduced meal application.
   Yes_____ No_____ N/A_X_

   b. Free and Reduced meal applications are on file.
   Yes_____ No_____ N/A_X_

   c. Free and Reduced meal applications are retained for three years.
   Yes_____ No_____ N/A_X_

   d. The school has a current state approved "Meal Collection Procedure" on file.
   Yes_X_ No_____ N/A_____

2. **Meal Service and Point of Sale**
   a. Served meals meet guidelines for meal components and portions as defined by age/grade.
   Yes_X_ No_____ N/A_____

   b. Unflavored low fat milk and flavored fat free milk are offered to each student.
   Yes_X_ No_____ N/A_____

   c. A roster is present with student name and number.
   Yes_X_ No_____ N/A_____

   d. An adult signs rosters.
   Yes_X_ No_____ N/A_____

   e. An adult checks the roster as the child receives the meal.
   Yes_X_ No_____ N/A_____

   f. Records are saved for three years.
   Yes_X_ No_____ N/A_____

   g. Records balance- meal roster count equals the number of meals served.
   Yes_X_ No_____ N/A_____

   h. Money is collected, recorded and verified by two different people.
   Yes_X_ No_____ N/A_____

   i. The school complies with District competitive food rules.
   Yes_X_ No_____ N/A_____

3. **Non-Sponsored Sites- Meal Planning and Preparation**
   a. Planned menus meet guidelines for meal components and portions as defined by age/grade.
   Yes__X__ No_____ N/A_____

   b. Procedures are in place to assure that storage and handling of foods are appropriate to sanitation standards.
   Yes__X__ No_____ N/A_____

   c. Production records documenting menu items, portion sizes, amount prepared and servedare kept on a daily basis.
   Yes__X__ No_____ N/A_____

4. **Compliance with Local Health Regulations**
   a. Has a current operating permit from the Hernando County Health Department.
   Yes__X__ No_____ N/A_____

   b. Current health inspection is posted and deficiencies are corrected.
   Yes__X__ No_____ N/A_____

   c. Has an approved agreement with DOE F&NM on file.
   Yes__X__ No_____ N/A_____

   d. Complies with District competitive food rules.
   Yes__X__ No_____ N/A_____

Recommendations and/ or Commendations:

HERNANDO

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit June 16, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

EXCEPTIONAL STUDENT EDUCATION
District Contact: **Cathy Dofka**

1. **Individual Education Plan**
   a. Procedures are in place for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students, including gifted.
   Yes X No_____ N/A_____

   b. Exceptional Student Education records are in compliance with state and federal requirements.
   Yes X No_____ N/A_____

   c. Exceptional Student Education records are maintained in a secure location in accordance with the district record management system.
   Yes X No_____ N/A_____

   d. Personnel are trained in IEP development.
   Yes X No_____ N/A_____

   e. Exceptional Student's IEPs are current.
   Yes X No_____ N/A_____

   f. Exceptional Student Education and related services are being delivered as indicated on the student's IEP.
   Yes X No_____ N/A_____

   g. Student's schedules in TERMS match the actual schedule and IEP.
   Yes X No_____ N/A_____

   h. Three- year reevaluations are completed on or before the due date.
   Yes X No_____ N/A_____

   i. Trained personnel complete matrices.
   Yes X No_____ N/A_____

   j. Matrix ratings match the needs and services indicated on the IEP.
   Yes X No_____ N/A_____

   Recommendations and/or Commendations:

HERNANDO

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit June 25, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

English as a Second Language
District Contact: **Angela Kennedy/Jesse Diaz**

1. **Meeting all requirements to ensure compliance with the META Consent Decree**
   a. A physical copy of the Home Language Survey is placed in the student's Blue ESOL folder, as well as the HSL date entered in the student database.
   Yes_____ No_____ N/A_X_

   b. Documentation of testing for all eligible students is on file.
   Yes_____ No_____ N/A_X_

   c. Documentation of services (modifications and accommodations) provided to LEP students.
   Yes_____ No_____ N/A_X_

   d. Training information and requirements are distributed to teachers.
   Yes_____ No_____ N/A_X_

   e. Reporting out-of-field teachers with regards to ESOL to the board prior to the first FTE period.
   Yes_____ No_____ N/A_X_

   f. Notification to teachers of placement of LEP students in the class.
   Yes_____ No_____ N/A_____

2. Meeting all requirements of the District Foreign Language curriculum?
   a. Copy of the foreign language proficiency based goals, prerequisites and course guidelines.
   Yes_X_ No_____ N/A_____

Recommendations and/or Commendations:

HERNANDO

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit June 16, 2020 via phone

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

STUDENT SERVICES
District Contact: **Jill Kolasa**

1. **Student Support Services**
   a. School manages health, clinic area and medication as required.
   Yes X No_____ N/A_____

   b. School has a code of student conduct in use.
   Yes X No_____ N/A_____

   c. Procedures for dismissal of students are in place.
   Yes X No_____ N/A_____

   d. Student records are appropriately managed.
   Yes X No_____ N/A_____

   e. The school promptly responds to requests for student records and maintains a working relationship with the Student Services Office.
   Yes X No_____ N/A_____

   f. Student Cumulative Records are locked and as complete as possible
   Yes X No_____ N/A_____

   g. There is an access log in the student's file.
   Yes X No_____ N/A_____

   h. Records are kept confidential
   Yes X No_____ N/A_____

   i. Records of discipline referrals are on file.
   Yes X No_____ N/A_____

   j. The school has records of attendance rates.
   Yes X No_____ N/A_____

   Recommendations and/or Commendations: GCA Charter School follows the HCSD Student Code of Conduct and GCA keeps student records in an office with administrative access only.

HERNANDO SCHOOL DISTRICT

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit June 29, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

TECHNOLOGY AND INFORMATION SERVICES
District Contact: **Donna Reilly**

1. **Technology an Information Services**
   a. Attendance records are on file to verify student attendance during the October and February FTE count weeks.
   Yes X No_____ N/A_____

   b. Signed original documentation for DOE FTE is on file.
   Yes X No_____ N/A_____

   c. School has equipment and trained personnel sufficient to fulfill data management requirements.
   Yes X No_____ N/A_____

   d. Daily-automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.
   Yes X No_____ N/A_____

   Recommendations and/or Commendations:

B.E.S.T. did not have all of their signed FTE documentation on file. We will have to run them new Copies of one of the reports for signature. Although specific directions are given in a memo for each FTE reporting survey, they are not following the instructions as to what FTE documentation needs to be retained.

Recommendation: Contact Michelle DiLuzio for support with FTE Survey reporting requirements.

HERNANDO
SCHOOL DISTRICT

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit May 25, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

FACILITIES/SAFETY AND SECURITY
District Contact: **Bill Hall/Jill Renihan**

1. **Facilities**
   a. A copy of the initial Certificate of Occupation issued by the Code Enforcement Department is on file at the school and submitted to the District.
   Yes X No_____ N/A_____

   b. A copy of each annual fire safety inspection performed by the Fire Marshal is on file and submitted to the District.
   Yes X No_____ N/A_____

   c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the District.
   Yes X No_____ N/A_____

   d. A copy of the schedule for evacuations and fire drills for the school year as required by the Fire Marshal and the dates and comments of actual drills performed is on file.
   Yes X No_____ N/A_____

   e. A copy of the current building floor plan indicating all rooms, corridors, doors, windows and fire exits is on file. All rooms shall be labeled and a Fire Exiting Plan shall be indicated for each occupied space. Any time remodeling or renovation occurs an updated copy of the plan shall be available at the school.
   Yes X No_____ N/A_____

2. **Facilities/Safety and Security**
   a. The school meets monthly drill and reporting requirements.
   Yes X No_____ N/A_____

   b. The school seeks, completes and uploads the Florida Safe Schools Assessment Tool before the deadline.
   Yes X No_____ N/A_____

   c. The school uses a visitor management tool to screen visitors/volunteers.
   Yes X No_____ N/A_____

   d. The school regularly participates in professional development related to safety and security.
   Yes X No_____ N/A_____

   e. The school has an established threat assessment team.
   Yes X No_____ N/A_____

f. The school invites collaboration with HCSD and HCSO.
Yes__X_____ No_____ N/A_____

Recommendations and/or Commendations:

HERNANDO
SCHOOL DISTRICT

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit June 10, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

HUMAN RESOURCES

District Contact: **Ray Pinder**

1. Security/Fingerprinting

a. All employees and board members have been fingerprinted and have FDLEbackground checks on file at the school.
Yes X No_____ N/A_____

b. A copy of the Drug-Free Workplace policy is on file.
Yes X No_____ N/A_____

c. Employees are fingerprinted every five years and records are maintained in thedatabase as required by FL Statutes 1012.32(3) and 1012.56(9).
Yes X No_____ N/A_____

2. Recruitment/Hiring Procedures

a. Recruitment procedure is documented.
Yes X No_____ N/A_____

b. Job descriptions are on file for all employees, including the principal/ director.
Yes X No_____ N/A_____

c. Procedures for hiring staff are approved by the governing board.
Yes X No_____ N/A_____

d. An employee agreement/contract is on file foreach employee, including the principal/director. Must include salaries, duties, and dates of employment.
Yes X No_____ N/A_____

e. Teachers appointed/ assigned to teach out-of field are submitted for governing board approval; parent notification and other requirements are met.
Yes X No_____ N/A_____

f. Teachers appointed/assigned as qualified (expert in field), but not certified, are submitted for governing board approval and reflected in the board meeting minutes.
Yes X No_____ N/A_____

g. Charter school policies define criteria and procedures for declaring an employee as qualified as an expert in the field (not certified) or as having subject area expertise (certified in another subject.)
Yes X No_____ N/A_____

3. **Certification**
   a. Teaching certificates are on file for all teachers.
   Yes__X__ No_____ N/A_____

   b. Documentation is present for teachers who are hired as qualified in accordance with Florida statute 1012.55, but is not a certified teacher. The documentation substantiates the expertise in the field of specialty, in accordance with board policy, and must be on file (college transcript, work experience verifications etc.).
   Yes__X__ No_____ N/A_____

   c. College transcripts are on file.
   Yes__X__ No_____ N/A_____

   d. Licenses of Speech/Language Pathologist, Physical Therapist or Occupational Therapist on file.
   Yes__X__ No_____ N/A_____

   e. Documentation of Highly Qualified for all core academic subjects is on file.
   Yes__X__ No_____ N/A_____

4. **Personnel Files**
   a. Personnel files are kept locked and access is limited.
   Yes__X__ No_____ N/A_____

   b. Personnel files contain the following information:
   - Application
   - Copy of driver license
   - Social Security card
   - Employment contract
   - References
   - Official transcripts
   - Teaching certificate
   - Evaluations
   - Medical records
   - I-9 form
   - W-4 form
   - Payroll deduction

   Yes__X__ No_____ N/A_____

5. **Staff Development**
   a. Training/staff development activities have been documented including topic, date, and list of participants.
   Yes__X__ No_____ N/A_____

6. **Staff Management**

a. A complete list of charter school employees is available.
Yes__X__ No_____ N/A_____

b. Staff sign-in sheets for the current year are on file.
Yes__X__ No_____ N/A_____

c. All leave policies are on file.
Yes__X__ No_____ N/A_____

d. Records of leaves are on file.
Yes__X__ No_____ N/A_____

e. A staff handbook or policy manual, including personnel rules is provided to employees.
Yes__X__ No_____ N/A_____

Recommendations and/or Commendations:

Personnel files were organized by the checklist above which made them very easy to verify.

File cabinets should remain locked at all times.

HERNANDO

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit April 29, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

TRANSPORTATION
District Contact: **Ralph Leath**

1. **Transportation**
   a. Information relevant to all students transported by school bus is on file.
   Yes X No_____ N/A_____

   b. Contract information relevant to any situation where a parent or other driver is contracting to provide transportation services.
   Yes X No_____ N/A_____

   c. Evidence on file that any vehicle owned or leased by the school and used to transport students is certified and properly insured. If it is a bus, evidence of driver certification isrequired.
   Yes X No_____ N/A_____

   d. Copy of the contract for student transportation is on file.
   Yes X No_____ N/A_____

   Recommendations and/or Commendations:

Mr. Buford was able to exhibit that he had all documents.

HERNANDO
SCHOOL DISTRICT

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy

Date of Visit August 5, 2020

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

CURRICULUM
District Contact: **Michelle Barash and John Morris**

1. **Curriculum, Instruction and Assessment**
   a. Documentation of teacher use of curriculum based on the Common Cores State Standards and Next Generation Sunshine State Standards, and all instructional activities are aligned to the Common Core State Standards and Next Generation Sunshine State Standards.
   Yes X No_____ N/A_____

   b. Curriculum texts and instructional materials meet the overall charter school goals.
   Yes X No_____ N/A_____

   c. Evidence of compliance in the following areas
      - Students participate in all age appropriate district and state assessment and results are reported to parents/ guardians.
      - Procedures are in place to report student grades and progress to parents/ guardians.
      - Students performing below grade level in reading, writing or mathematics are identified and provided remedial instruction documented in AIPs.
      - Procedures are in place for promotion, remediation and retention of students.

   Yes X No_____ N/A_____

   d. A student evaluation process is in place at all grade levels which assess students periodically throughout the year in at least reading, writing and mathematics. Pretest or baseline information level information is on file and post measures are used.
   Yes X No_____ N/A_____

   e. Evidence of compliance with State of Florida graduation requirements is available.
   Yes X No_____ N/A_____

   f. Evidence of compliance with the approved District Reading Plan is available.
   Yes X No_____ N/A_____

   Recommendations and/or Commendations: Continue to provide before and after school remediation to students with reading deficiencies.

From: Dawn Williams Monday, September 28, 2020 12:45:20 PM

Subject: Charter School Annual Review

To: School Board, John Stratton, Heather Martin, Gina Michalicka, Lisa Cropley

Cc: Kelly Pogue

Attachments: 8-30-2020 GCA School Bd Annual Review.pdf / Adobe Acrobat Document (6M)
8-30-2020 BEST School Bd Annual Reivew.pdf / Adobe Acrobat Document (6.3M)

MEMORANDUM

To: Hernando County School Board Chair and Board Members

From: Dawn Williams, Supervisor of School Choice

Date: September 28, 2020

Re: 2019-2020 Annual Review of Charter Schools — Brooksville Engineering Science and Technology Academy and Gulf Coast Academy

Attached are the 2019-2020 Annual Reviews for BEST and GCA that were conducted by various departments/divisions. I am providing a copy of these documents to each School Board member as part of the requirements under current School Board Policy (9800 Charter Schools). The purpose of the audit is to determine charter compliance.

Brooksville Engineering Science and Technology Academy Middle School and Gulf Coast Academy are in compliance with the terms of their charters.~

No formal workshop or agenda item is required. This is an annual report being provided to you for your information.

Please contact me at extension 448 if you have any questions. Thank you.

Dawn Williams
Supervisor of School Choice
Hernando County School District

919 N. Broad Street
Brooksville, FL 34601
352-797-7000 ext. 448 (phone)
352-797-7151 (fax)
870-448 (internal)

HERNANDO
SCHOOL DISTRICT
Learn it. Love it. Live it.

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.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: June 29, 2021

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

GOVERNANCE
District Contact – **Dawn Williams**

1. **The following essential documents are available, up-to-date, signed, dated, readily accessible, and in a notebook or file.**
   a. Charter school contract and application with amendments.
   Yes _____ No _X_ N/A_____ .

   b. Incorporation papers with bylaws.
   Yes _____ No _X_ N/A_____

   c. Current governing board members list with addresses and phone numbers.
   Yes _____ No _X_ N/A_____

   d. Board meeting announcements are posted in a public place.
   Yes _____ No _X_ N/A_____

   e. Documentation is available regarding procedures for parents to contact the governing board, register a complaint, or place an item on the board agenda.
   Yes _X_ No_____ N/A_____

   f. A set of documents organized chronologically containing governing board meeting announcements, meeting agenda and minutes signed and dated.
   Yes _____ No _X_ N/A____

   g. The state required Annual Report provides compliance in all areas.
   Yes _____ No_X_ N/A_____

   h. The charter school board receives regular financial reports.
   Yes _X*_ No_____ N/A_____

   i. The charter school board approves the budget. Amendments and purchases over a certain dollar amount.
   Yes _X_ No_____ N/A_____

   j. The role of the principal/director is clear in relationship to the charter board.
   Yes _____ No _X_ N/A_____

   k. There is a process for evaluating the principal/director.
   Yes _____ No _X_ N/A_____

   l. Does the school have an approved policy and procedures manual including adoption and/ or revision dates?
   Yes _____ No _X_ N/A_____

   m. Is the manual adequate to guide the operation of the school and to document actual procedures?
   Yes _____ No _X_ N/A_____

RECOMMENDATIONS AND/OR COMMENDATIONS:

a. Charter school contract and application with amendments should be kept in front office and readily accessible. During the June 29, 2021, evaluating meeting, this document was located in a portable at the back of the school campus. A search was conducted through multiple binders before the document could be located. The charter school contract binder did not contain the 2020 Amendment.

b. Incorporation papers and bylaws should be kept in front office and be readily accessible. During the June 29, 2021, evaluating meeting, these documents were located in a portable at the back of the school campus. A search was conducted through multiple binders before the documents could be located.

Update: These documents are now located in the front office upon the recommendation they be carried to the front office during the June 29, 2021 annual review.

c. Board members are listed on school website but there are no phone numbers or addresses listed as required. The members can use B.E.S.T. Academy phone number and address.

Recommendation: The website needs to be updated to remove the members that resigned and add the new members.

d. Board meeting announcements are only listed on school website calendar and when there is a change in the meeting date there is no update to the calendar or a separate announcement regarding the change.

Recommendation: Board meetings are not noticed as per FS 1002.33, Section 9 (3): "The meetings must be noticed, open, and accessible to the public..." Meetings for the 2020-2021 school year with the exception of January and February were conducted via Zoom. There was not a set of governing board meeting announcements, meeting agenda and minutes signed and dated. Additionally, the agendas and minutes were not submitted to the School Choice Office in a timely manner. The last request for missing agendas and minutes was made via email on June 14, 2021. I received the last of the requested documents July 1, 2021. It should be noted that not all of the minutes are signed.

> (9) CHARTER SCHOOL REQUIREMENTS.—
>
> (p)1. Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to s. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

Additionally, the website should be updated to include the school's academic performance; service providers; the school's annual budget and its annual independent fiscal audit; the school's grade; Parent Liaison name and contact information; and, on a quarterly basis the minutes of the board governing meeting must be posted to be in compliance with state statute.

f. Board meeting announcements are only listed on school website calendar and when there is a change in the meeting date there is no update to the calendar nor is there a separate announcement regarding the change. Board meetings are not noticed as per FS 1002.33, Section 9 (3): "The meetings must be

noticed, open, and accessible to the public..." Meetings for the 2020-2021 school year with the exception of January and February were conducted via Zoom.

There was not a current set of governing board meeting announcements, meeting agenda and minutes signed and dated. Additionally, the agendas and minutes were not submitted to the School Choice Office in a timely manner. The last request for missing agendas and minutes was made via email on June 14, 2021. I received the last of the requested documents July 1, 2021. It should be noted that not all of the minutes are signed.

Recommendation: Agendas and minutes should be turned in to the Office of School Choice in a more timely manner.

> F.S. 1002.33(9) CHARTER SCHOOL REQUIREMENTS.—
>
> (p)1. Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to s. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

Recommendation: Please see Hernando County School District website for guidance in updating B.E.S.T. Academy webpage.

g. The annual Accountabiliy Report was submitted late to D.O.E. B.E The report was due to March 22, 2021, but was not submitted until June 8, 2021 B.E.S.T.'s website was not and is not up to date with the current information required for view by the public. A comment was added to the 2019-2020 Annual Accountability Report regarding non-compliance of the information that is to be posted on the B.E.S.T. website required by the above section of Florida Statute 1002.33.

Recommendation: Please see Hernando County School District website for guidance in updating B.E.S.T. Academy webpage.

h. While the charter school board does receive regular financial reports, they are not closely reviewed or analyzed ensuring the board is in compliance with the Charter Agreement, state statute and their contracts with their employees. This lack of financial oversight allowed for the former board chairperson's daughter, Evelestine Black, to be monetarily compensated for duties performed at B.E.S.T. and for the payment of Mr. Buford's vacation pay. The first listed payment resulted in a violation of state statute and the Charter Agreement.

> B.E.S.T. Charter School Contract **Section, 37.3 Conflict of Interest and code of ethics standards.** No member of the governing body shall receive any compensation for services, directly or indirectly, from the School's operations. All governing body members are subject to the Code of Ethics provisions in Florida Statute, Chapter 112. Violation of this provision shall constitute a material breach of Charter.
>
> **Section 37.3.1** The Charter School Board Chair is responsible for ensuring the following:

b. An individual may not be employed, promoted, or advanced in or to a position in the Charter School if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the Charter School and who is a relative of the individual or if such appointment, employment or advancement is made by the governing board of which a relative of the individual is a member.

The following payments were made to Evelestine Black:

September 2020 - $200.00

October 2020 - $1,717.99

November 2020 - $600.00

December 2020 - $1,020.00

January 2021 - $900.00

February 2021 - $1,200.00

March 2021 - $600.00

The second payment listed was not included in Mr. Buford's contract. His contract guaranteed Ten (10) Days of Paid Vacation to be used by July 31, 2021, per Mutual Agreement with BEST Academy Board of Directors. Unused vacation days do not carry over into the school year. Vacation Days not taken in July will be forfeited, they may not be deferred through the school year."

Recommendation: Monthly financial reports need to be more closely scrutinized and analyzed.

j. The role of principal/director is not clear in relationship to the charter board as the former chairperson served in both roles since September of 2020.

Update: The chairperson resigned from the Governing Board June 30, 2021 and a new principal has been hired.

k. While B.E.S.T. Academy uses the Danielson model to evaluate the principal, there has not been an evaluation conducted for the last two years on Mr. Buford.

Recommendation: The school principal must be evaluated annually.

1012.22 Public school personnel; powers and duties of the district school board.—The district school board shall:

(1) Designate positions to be filled, prescribe qualifications for those positions, and provide for the appointment, compensation, promotion, suspension, and dismissal of employees as follows, subject to the requirements of this chapter:

l. While the school has a staff manual, it only outlines classroom procedures, classroom rules, and clinic visits. They do not have a staff procedures manual regarding operation of the school. They do have a Student Progression Manual. The school must create and adopt procedures manuals to operate the

school and guide student progression and they must be board adopted or the board can adopt and amend as necessary the HCSD Procedure Manuals. Mrs. Black stated during the annual review that "she has never seen our Pupil Progression Manual printed out and their board did not approve any manuals."

Recommendation: B.E.S.T. may adopt the HCSD Staff Manual and Pupil Progression Plan or create their own. Both documents need to be sufficient in guiding the operation of the school.

m. See response to l. The staff manual B.E.S.T. does have is not sufficient to guide the operation of the school and to document actual procedures.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: **NO RESPONSE OR DOCUMENTS SUBMITTED AS OF 06/29/2021**
NO RESPONSE OR DOCUMENTS SUBMITTED AS OF 07/22/2021

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

FINANCE AND OPERATIONS
District Contact – **Denise Kelly or Julie Hansen**

1. **All Bank Accounts**
   a. Are the titles on the accounts correct?
   Yes _____ No_____ N/A_____

   b. Is the tax identification number correct?
   Yes _____ No_____ N/A_____

   c. Were any accumulated idle funds properly invested?
   Yes _____ No_____ N/A_____

   d. Have authorized signers been changed as needed?
   Yes _____ No_____ N/A_____

   e. Are there the required numbers of signers as set in policy?
   Yes _____ No_____ N/A_____

   f. Have the Public Depositor reports been properly filed?
   Yes _____ No_____ N/A_____

2. **Internal Accounts Petty Cash**
   a. Does the petty cash amount recorded on the balance sheet equal the amount counted?
   Yes_____ No_____ N/A

   b. Was the petty cash fund kept in a secure place (locked with limited access and fireproof?
   Yes_____ No_____ N/A _____

   c. Were all reimbursement receipts originals?
   Yes_____ No_____ N/A _____

   d. Were all reimbursement receipts reviewed $25.00 or less?
   Yes_____ No_____ N/A _____

   e. Were all reimbursement receipts signed and dated by the person receiving the reimbursement?
   Yes_____ No_____ N/A _____

   f. Does the established petty cash fund not exceed the allowable threshold?
   Yes_____ No_____ N/A _____

3. **Tangible Personal Property**
   a. Were items properly tagged with the school name and the property control number?
   Yes No_____ N/A_____

   b. If an item is no longer located at the school, or if an item was purchased with internal accounts funds or received as a gift, were the property control records accurately adjusted?
   Yes_____ No_____ N/A _____

   c. Were equipment checkout procedures properly followed?

Yes_____ No_____ N/A _____

4. Change Funds

a. Was the fund issued by the bookkeeper by means of a check from the internal accounts made out to the person responsible for the fund, and not to "cash" "school name" etc.?
Yes_____ No_____ N/A _____

b. Was a sign in/out register maintained showing the event, date, amount issued, and signature of the person responsible for the fund and date the fund was returned?
Yes_____ No_____ N/A _____

c. Was the change fund returned and re-deposited the next business day following the event?
Yes_____ No_____ N/A _____

5. Analytical Reviews

a. Compare year-end balance in income statement accounts to the prior year and evaluate the differences. Were all unexpected differences resolved?
Yes _____ No_____ N/A_____

b. Compare year-end balances in projects to the prior year and evaluate the differences. Were all unexpected differences resolved?
Yes _____ No_____ N/A _____

c. Are monthly statements being turned in on time?
Yes _____ No N/A_____

6. Timekeeping and Payroll Time Report Certifications

a. Did employees sign time sheets?
Yes _____ No_____ N/A_____

b. Were all employees completing time worked? (in/out sheets?
Yes _____ No_____ N/A_____

c. Were all employees listed on the Payroll Time Report certification the same as listed on the time sheet?
Yes _____ No_____ N/A_____

d. Are leaves properly recorded on both the time sheet and the Payroll Time Report certifications?
Yes _____ No_____ N/A_____

e. Were all appropriate payroll tax deposits made in a timely manner?
Yes _____ No_____ N/A_____

f. Were all appropriate payroll tax forms and reports filed in a timely manner?
Yes _____ No_____ N/A_____

7. Collections

a. Were receipts properly documented?
Yes _____ No_____ N/A_____

b. Were receipts properly posted in the correct account?
Yes _____ No_____ N/A_____

c. Were daily collections by teachers remitted to the bookkeeper at the end of every business day?
Yes No_____ N/A_____

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

d. Were Monies Collected Forms properly documented, contain the purpose of the collection, organization name, dates, Official Receipt numbers, signatures, and receipt numbers?
Yes_____ No N/A_____

e. Were at least two people responsible for the collection of money?
Yes_____ No N/A_____

f. If the school is claiming Transportation FTE, are there adequate records to support the claim?
Yes_____ No_____ N/A

g. Has the school's Capital Outlay Plan been approved by the HCSB?
Yes _____ No_____ N/A_____

h. Has the school prepared a spending plan for other categorical funds such as SAI?
Yes _____ No_____ N/A_____

i. Has the school's SAC prepared a spending plan for the lottery funds?
Yes _____ No_____ N/A _____

8. Other Transactions (Journal entries and transfers)

a. Were transactions properly documented?
Yes_____ No_____ N/A _____

b. Were transactions properly approved by the principal/director and the sponsor of the accounts affected?
Yes_____ No_____ N/A _____

c. Were transactions properly entered into the accounting system?
Yes_____ No_____ N/A _____

9. Official Receipts

a. Are all official receipt books accounted for?
Yes _____ No_____ N/A_____

b. Are all official receipt books being properly used in order?
Yes _____ No_____ N/A_____

10. Teacher Receipts

a. Can all teacher receipt books be accounted for?
Yes _____ No_____ N/A_____

b. If not, did the responsible person write and sign a statement certifying that the receipt book was lost and all collections, if any, were remitted to the bookkeeper?
Yes_____ No_____ N/A _____

c. Were all teacher receipt books being used in order?
Yes _____ No_____ N/A_____

11. Returned Checks

a. Was there evidence that every effort had been made to contact the maker of the check at least one time by phone, and if necessary, one time by certified letter on school letterhead signed by the principal?
Yes _____ No_____ N/A_____

b. Was a service charge properly collected, or was there documentation signed by the principal explaining why the service charge was not collected?
Yes _____ No_____ N/A_____

c. Was the collected service charge properly coded in the accounts if restitution is made immediately?
Yes _____ No_____ N/A_____

d. Was the re-deposited check properly coded as accounts receivable if restitution was not made by the end of the month?
Yes _____ No_____ N/A_____

e. Is there a log of returned checks maintained by the bookkeeper that is reconcilable to the Accounts Receivable balance on the balance sheet?
Yes _____ No_____ N/A_____

12. Cancelled/Voided Checks

a. Were all checks kept in proper numeric order?
Yes _____ No_____ N/A_____

b. Were checks issued with all pertinent information completed?
Yes No_____ N/A_____

c. Were checks properly voided when necessary?
Yes _____ No_____ N/A_____

13. Tickets

a. Are tickets being properly recorded and controlled in a ticket log?
Yes _____ No_____ N/A _____

14. Bids

a. Were telephone quotes documented and obtained from three or more vendors for single or multiple "like items"?
Yes_____ No_____ N/A _____

b. Were written quotations documented and obtained from three or more vendors for single or multiple "like items"?
Yes_____ No_____ N/A _____

15. Contracts

a. Did the contract specify that it is for 1 year with a renewable option?
Yes_____ No_____ N/A

b. Did the vendor comply with the specifications or the contract?
Yes_____ No_____ N/A

16. **Expenditures**

a. Was warrant properly signed by two authorized signatures?
Yes _____ No_____ N/A_____

b. Was warrant properly posted in the correct ledger account?
Yes _____ No_____ N/A_____

c. Did original detailed invoices adequately support expenditure?
Yes No_____ N/A_____

d. Was the check requisition/purchase order properly prepared?

Yes_____ No_____ N/A _____

e. Did the check requisition/ purchase order contain adequate documentation to support telephone and/or written quotations for purchase?
Yes_____ No_____ N/A _____

f. Was the receiving report signed and dated by the person receiving the goods?
Yes _____ No_____ N/A_____

g. Did the invoice agree with the purchase order description?
Yes_____ No_____ N/A _____

h. Does it appear that management approval was obtained prior to purchasing goods and services?
Yes _____ No_____ N/A_____

i. Were all purchase order signatures and other supporting documentation completed in ink?
Yes _____ No_____ N/A_____

j. Were invoices properly cancelled or marked paid?
Yes_____ No N/A_____

k. If the expenditure was for travel, were the proper procedures followed?
Yes_____ No_____ N/A

l. If the expenditure was for a refund were the proper procedures followed?
Yes _____ No_____ N/A_____

m. For credit/debit card purchases is there evidence that cards are controlled and used only by authorized employees?
Yes_____ No _____ N/A_____

n. For credit card purchases is there evidence that the statement is reconciled to the original receipts before payment?
Yes_____ No _____ N/A_____

o. For debit card purchases is there evidence that the charges on the bank statement are reconciled to the original receipts in a timely manner?
Yes _____ No_____ N/A_____

p. Are expenditures from categorical funds appropriate for the funding?
Yes _____ No_____ N/A_____

17. Support Organizations

a. Was an annual audit conducted of their accounts?
Yes_____ No_____ N/A _____

b. Have financial reports been submitted at least semiannually?
Yes_____ No_____ N/A _____

c. Is the organization using a tax identification number that is different than the school's?
Yes_____ No_____ N/A _____

d. Is there a cooperative activities agreement between the organization and the school?
Yes_____ No_____ N/A _____

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

18. Budget Amendments

a. Was the annual budget properly prepared and approved by the board?
Yes No_____ N/A_____

b. Did the board approve budget amendments?
Yes_____ No_____ N/A _____

c. If the budget is on TERMS, were all amendments properly approved using an MIS 115 form?
Yes_____ No_____ N/A _____

d. Is there evidence of regular comparison if the budget to actual revenue and expenditure activity?
Yes_____ No_____ N/A _____

19. Sales Tax

a. Has the school obtained a sales tax exemption letter from the Florida Department of Revenue?
Yes _____ No_____ N/A_____

b. Was the sales tax paid when required in a timely manner?
Yes _____ No_____ N/A_____

20. Other

a. Has the school obtained its 501(c) 3 determination letter from the IRS?
Yes _____ No_____ N/A_____

b. Was the annual federal tax return filed in a timely manner?
Yes _____ No_____ N/A_____

c. Have arrangements been made for the year-end audit?
Yes_____ No _____ N/A_____

d. Does the school have current and adequate insurance coverage for workers compensation, general liability, errors and omissions for the board?
Yes _____ No _____ N/A_____

e. Have monthly or quarterly financial reports been submitted to the District in a timely manner?
Yes_____ No _____ N/A_____

f. Are there any issues raised in the audit performed by the independent CPA that should be brought to the attention of the HCSB?
Yes_____ No _____ N/A_____

21. Insurance

a. Policies of insurance are on file documenting active coverage with minimum limits as set forth in the charter contract.
Yes _____ No_____ N/A_____

b. School Leaders Errors and Omissions
Yes _____ No_____ N/A_____

c. Commercial General Liability
Yes _____ No_____ N/A_____

d. Workers Compensation/Employee Liability
Yes _____ No_____ N/A_____

e. Property Insurance

Yes_____ No_____ N/A

f. Benefit Administration coverage if providing benefits to their employees.
Yes _____ No_____ N/A_____

22. Certificates of insurance have been provided to the District for the above coverages naming the District as an additional insured.
Yes _____ No_____ N/A_____

Recommendations and/or Commendations:

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: BEST Academy

Date of Visit: FEB. 3 2021

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

FOOD SERVICES
District Contact – **Lori Drenth**

1. **Free and Reduced Lunch**
   a. All students/parents have been provided the opportunity to complete a Free and Reduced meal application.
   Yes____ No____ N/A ✓
   Free and Reduced meal applications are on file.
   Yes____ No____ N/A ✓

   b. Free and Reduced meal applications are retained for three years.
   Yes ✓ No____ N/A____

   c. The school has a current state approved "Meal Collection Procedure" on file.
   Yes ✓ No____ N/A____

2. **Meal Service and Point of Sale**
   a. Served meals meet guidelines for meal components and portions as defined by age/grade.
   Yes ✓ No____ N/A____

   b. Unflavored low fat milk and flavored fat free milk are offered to each student.
   Yes ✓ No____ N/A____

   c. A roster is present with student name and number.
   Yes ✓ No____ N/A____

   d. An adult signs rosters.
   Yes ✓ No____ N/A____

   e. An adult checks the roster as the child receives the meal.
   Yes ✓ No____ N/A____

   f. Records are saved for three years.
   Yes ✓ No____ N/A____

   g. Records balance- meal roster count equals the number of meals served.
   Yes ✓ No____ N/A____

   h. Money is collected, recorded and verified by two different people.
   Yes____ No____ N/A ✓

   I. The school complies with District competitive food rules.
   Yes ✓ No____ N/A ✓

3. **Non-Sponsored Sites- Meal Planning and Preparation**
   a. Planned menus meet guidelines for meal components and portions as defined by age/ grade.
   Yes ✓ No____ N/A____

b. Procedures are in place to assure that storage and handling of foods are appropriate to sanitation standards.
Yes ✓ No_____ N/A_____

c. Production records documenting menu items, portion sizes, amount prepared and served are kept on a daily basis.
Yes ✓ No_____ N/A_____

4. Compliance with Local Health Regulations

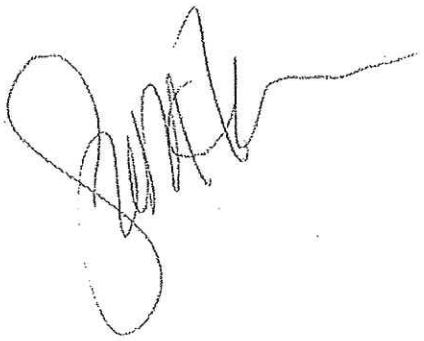
a. Has a current operating permit from the Hernando County Health Department.
Yes ✓ No_____ N/A_____

b. Current health inspection is posted and deficiencies are corrected.
Yes ✓ No_____ N/A_____

c. Has an approved agreement with DOE F&NM on file.
Yes ✓ No_____ N/A_____

d. Complies with District competitive food rules.
Yes ✓ No_____ N/A_____

Recommendations and/ or Commendations:



HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: 6/16/21

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

EXCEPTIONAL STUDENT EDUCATION
District Contact – **Cathy Dofka, Director of Exceptional Student Education**

1. **Individual Education Plan**
   a. Procedures are in place for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students, including gifted.
   Yes X No_____ N/A_____

   b. Exceptional Student Education records are in compliance with state and federal requirements.
   Yes X No_____ N/A_____

   c. Exceptional Student Education records are maintained in a secure location in accordance with the district record management system.
   Yes X No_____ N/A_____

   d. Personnel are trained in IEP development.
   Yes X No_____ N/A_____

   e. Exceptional Student's IEPs are current.
   Yes X No_____ N/A_____

   f. Exceptional Student Education and related services are being delivered as indicated on the student's IEP.
   Yes X No_____ N/A_____

   g. Student's schedules in TERMS match the actual schedule and IEP.
   Yes X No_____ N/A_____

   h. Three- year reevaluations are completed on or before the due date.
   Yes X No_____ N/A_____

   i. Trained personnel complete matrices.
   Yes X No_____ N/A_____

   j. Matrix ratings match the needs and services indicated on the IEP.
   Yes X No_____ N/A_____

Recommendations and/or Commendations:
Hernando County School District ESE department personnel is responsible for all the implementation of compliance activities for the Charter school.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: 6/18/2021

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

English as a Second Language
District Contact – **Jesse Diaz**

1. **Meeting all requirements to ensure compliance with the META Consent Decree**
   a. A physical copy of the Home Language Survey is placed in the student's Blue ESOL folder, as well as the HSL date entered in the student database.
   Yes X No_____ N/A_____

   b. Documentation of testing for all eligible students is on file.
   Yes _____ No_____ N/A X

   c. Documentation of services (modifications and accommodations) provided to LEP students.
   Yes _____ No_____ N/A X

   d. Training information and requirements are distributed to teachers.
   Yes X No_____ N/A_____

   e. Reporting out-of-field teachers with regards to ESOL to the board prior to the first FTE period.
   Yes_____ No_____ N/A X

   f. Notification to teachers of placement of LEP students in the class.
   Yes_____ No_____ N/A X

2. Meeting all requirements of the District Foreign Language curriculum?
   a. Copy of the foreign language proficiency-based goals, prerequisites, and course guidelines.
   Yes X No_____ N/A_____

Recommendations and/or Commendations:

It is recommended that B.E.S.T. continue to have a yearly orientation for teachers regarding ELL strategies, if they enroll active ELL students in the future. They do not currently have any active ELLs enrolled at B.E.S.T.

There were zero ELL students in attendance at B.E.S.T. during the 2020-2021 school year.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: 6/30/2021

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

STUDENT SERVICES
District Contact – **Jill Kolasa**

1. **Student Support Services**
   a. School manages health, clinic area and medication as required.
   Yes x* No_____ N/A_____

   b. *School has a code of student conduct in use.
   Yes _____ No x N/A_____

   c. Procedures for dismissal of students are in place.
   Yes x No_____ N/A_____

   d. Student records are appropriately managed.
   Yes x* No_____ N/A_____

   e. The school promptly responds to requests for student records and maintains a working relationship with the Student Services Office.
   Yes x No_____ N/A_____

   f. Student Cumulative Records are locked and as complete as possible
   Yes x No_____ N/A_____

   g. There is an access log in the student's file.
   Yes x No_____ N/A_____

   h. Records are kept confidential
   Yes x No_____ N/A_____

   i. Records of discipline referrals are on file.
   Yes x No_____ N/A_____

   j. The school has records of attendance rates.
   Yes x No_____ N/A_____

Recommendations and/or Commendations:

1a. The school does manage health, clinic area and medication as required with the assistance of the Department of Health Nurse, however, it is recommended the designated staff for clinic attends the clinic training and ensures compliance with immunizations required at registration.

1b. All disciplines must be documented and processed in a timely manner. In addition, Disciplines with SESIR codes must be documented ,processed and entered into Skyward.

1d. Student records are managed, however, a clear procedure for 504 identification and annual reviews needs to be updated and followed. This will ensure compliance with 504 implementation and documentation.

2. The Student Services Director and staff are available to provide training and support on any of the above recommendations.

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY

Charter School Monitoring Review Instrument

Charter School: BEST ACADEMY

Date of Visit: 5/7/21

District Contact: Michele DiLuzio

Please mark each area Yes, No, or N/A
Yes – Appropriate information and/or evidence of documentation are in place.
No – Necessary information and/or evidence of documentation is incomplete or not in place.
N/A – Not applicable

1. **Assessment & Accountability**
   a. Attendance records are on file to verify student attendance during the October and February FTE count weeks.

   Yes __X__ No _____ N/A _____

   b. Signed original documentation for DOE FTE is on file.

   Yes __X__ No _____ N/A _____

   c. School has equipment and trained personnel sufficient to fulfill data management requirements.

   Yes __X__ No _____ N/A _____

   d. Daily-automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.

   Yes __X__ No _____ N/A _____

Recommendations and/or Commendations:

BEST hired a person employed by the school district to do their data entry this year. This person does the data entry work for BEST on nights and weekends, but had daily phone, email, text communication with BEST. The review of above items was done with the data entry person. BEST also has copies of the above FTE documents on their campus for future audits. This person did a great job and had accurate FTE surveys this school year. However, she did have a great deal of difficulty getting registration papers, withdrawal

papers, attendance, grades from the school. The school allowed students to be attending without registration papers, allowed students to switch in and out of digital and in-person learning on a daily basis, received notification either by phone or email from parents indicating their child was no longer attending BEST, and this information was not passed along to the data person until several weeks or months later. The school personnel and teachers need to do a much better job knowing who is attending their school. On any given day, neither the office nor teachers could come to an agreement on who should be/was attending their school. Their teachers also need a better understanding of how to use their Skyward gradebook and the importance of using it. The data person had to manually average and enter the grades for every student, each grading period so the students could get report cards. Teachers were not verifying the grades via the district grade verification process. The data person, at the conclusion of the first grading period sent attendance reports and grades to the teachers to verify, only to be met with hostility and refusal from the teachers at the school to verify what was asked of them. One teacher, Mr. Aughtman, attempted to verify all teacher grades and attendance.

DISTRICT SCHOOL BOARD OF HERNANDO COUNTY
Charter School Monitoring Review Instrument

Charter School B.E.S.T. Academy
Date of Visit March 23, 2021

Please mark each area Yes, No or N/A _____
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place N/A- Not applicable

FACILITIES/SAFETY AND SECURITY
District Contact: Jill Renihan

1. Facilities

a. A copy of the initial Certificate of Occupation issued by the Code Enforcement Department is on file at the school and submitted to the District.
Yes X No _____ N/A _____

b. A copy of each annual fire safety inspection performed by the Fire Marshal is on file and submitted to the District.
Yes X No _____ N/A _____

c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the District.
Yes _____ No _____ N/A X

d. A copy of the schedule for evacuations and fire drills for the school year as required by the Fire Marshal and the dates and comments of actual drills performed is on file.
Yes X No _____ N/A _____

e. A copy of the current building floor plan indicating all rooms, corridors, doors, windows and fire exits is on file. All rooms shall be labeled and a Fire Exiting Plan shall be indicated for each occupied space. Any time remodeling or renovation occurs an updated copy of the plan shall be available at the school.
Yes X No _____ N/A _____

2. Facilities/Safety and Security

a. The school meets monthly drill and reporting requirements.
Yes X No _____ N/A _____

b. The school seeks, completes and uploads the Florida Safe Schools Assessment Tool before the deadline.

Yes __X__ No_____ N/A_____

c. The school uses a visitor management tool to screen visitors/volunteers.

Yes_____ No__X__ N/A_____

d. The school regularly participates in professional development related to safety and security.

Yes_____ No__X__ N/A_____

e. The school has an established threat assessment team.

Yes __X__ No_____ N/A_____

f. The school invites collaboration with HCSD and HCSO.

Yes_____ No__X__ N/A_____

Recommendations and/or Commendations:

BEST Academy has windows on the rear wall of each classroom that allow vision into classrooms without screening of any kind. This issue was to be addressed with funds from the first hardening grant. To date, no funds have been spent to address this issue.

On one visit, 3/23/21, the front and back gates remained open until nearly 10:00 a.m. Gates need to be locked or staffed from first bell to last bell. This was shared verbally with the acting administrator at the time of visit.

There was much difficulty during 20-21 with compliance with these items. The principal at the time was coping with significant health issues. The board chair volunteered to step in, but there were many challenges to overcome.

Visits and supports were provided, however there were still issues.

For 21-22, a new principal has been hired and positive change is coming.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: June 17, 2021

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

HUMAN RESOURCES
District Contact – **Ray Pinder, Director of Human Resources**

1. **Security/Fingerprinting**
   a. All employees and board members have been fingerprinted and have FDLE background checks on file at the school.
   Yes_____ No __X__ N/A_____

   b. A copy of the Drug-Free Workplace policy is on file.
   Yes_____ No __X__ N/A_____

   c. Employees are fingerprinted every five years and records are maintained in the database as required by FL Statutes 1012.32(3) and 1012.56(9).
   Yes __X__ No_____ N/A_____

2. **Recruitment/Hiring Procedures**
   a. Recruitment procedure is documented.
   Yes __X__ No _____ N/A_____

   b. Job descriptions are on file for all employees, including the principal/ director.
   Yes _____ No __X__ N/A_____

   c. Procedures for hiring staff are approved by the governing board.
   Yes _____ No __X__ N/A____ **Approved but not followed.**

   d. An employee agreement/contract is on file for each employee, including the principal/director. Must include salaries, duties, and dates of employment.
   Yes _____ No __X__ N/A_____

   e. Teachers appointed/ assigned to teach out-of field are submitted for governing board approval; parent notification and other requirements are met.
   Yes_____ No_____ N/A __X__

   f. Teachers appointed/assigned as qualified (expert in field), but not certified, are submitted for governing board approval and reflected in the board meeting minutes.
   Yes_____ No_____ N/A __X__

   g. Charter school policies define criteria and procedures for declaring an employee as qualified as an expert in the field (not certified) or as having subject area expertise (certified in another subject.)
   Yes_____ No_____ N/A __X__

3. **Certification**
   a. Teaching certificates are on file for all teachers.
   Yes____ No __X__ N/A_____

   b. Documentation is present for teachers who are hired as qualified in accordance with Florida statute 1012.55, but is not a certified teacher. The documentation substantiates the expertise in the field of specialty, in accordance with board policy, and must be on file (college transcript, work experience verifications etc.).
   Yes_____ No_____ N/A __X__

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

c. College transcripts are on file.
Yes __X__ No_____N/A_____

d. Licenses of Speech/Language Pathologist, Physical Therapist or Occupational Therapist on file.
Yes_____ No_____ N/A __X__

e. Documentation of Highly Qualified for all core academic subjects is on file.
Yes __X__ No_____ N/A____

4. Personnel Files

a. Personnel files are kept locked and access is limited.
Yes_____ No __X__ N/A_____

b. Personnel files contain the following information:
- Application
- Copy of driver license
- Social Security card
- Employment contract
- References
- Official transcripts
- Teaching certificate
- Evaluations
- Medical records
- I-9 form
- W-4 form
- Payroll deduction

Yes_____ No __X__ N/A_____

5. Staff Development

a. Training/staff development activities have been documented including topic, date, and list of participants.
Yes_____ No __X__ N/A_____

6. Staff Management

a. A complete list of charter school employees is available.
Yes __X__ No_____ N/A_____

b. Staff sign-in sheets for the current year are on file.
Yes __X__ No_____ N/A_____

c. All leave policies are on file.
Yes __X__ No _____ N/A_____

d. Records of leaves are on file.
Yes __X__ No_____ N/A_____

e. A staff handbook or policy manual, including personnel rules is provided to employees.
Yes_____ No __X__ N/A_____

Recommendations and/or Commendations:

Staff Handbook being revised according to Mrs. Black. Did not have a copy of staff handbook when asked. She said it was at home and she would get it to me the next day. No copies signed for or distributed this year.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

A copy/file of training should be kept at the school site with sign in sheets. It appears that individual trainers may have the sign in sheets but none are present for documentation.

Missing 20-21 contracts, intent to return from 18/19 school year and 19/20 evals not present. Also no presence of current year evaluations being completed.

We have had ongoing communication with Ms. Black throughout the year and provided support and information as she tries to learn the procedure, policies and practices of posting, interviewing and hiring. Two teacher positions and one secretary position has been unfilled all year.

2020-2021 (BEST) Charter School Audit Findings

BEST Employee File Findings:

Andre Buford:

- No Intent to Return OR Employee Contract for 20-21 School Year
- No 19-20 Evaluation
- No RT or RS on File

Tammy Owens:

- Is a current EBC Para, but has also been substituting for Technology
- No Intent to Return OR Employee Contract for 20-21 School Year
- No 19-20 Evaluation

Joseph Aughtman:

- No Intent to Return OR Employee Contract for 20-21 School Year
- No 19-20 Evaluation

Katie Frazier:

- No I9 form for BEST in her Personal file
- No 18-19 Contract found in Personal file

Erin Brownell:

- No Intent to Return OR Employee Contract for 20-21 School Year
- No 19-20 Evaluation

Sheila Garcia:

- No Intent to Return OR Employee Contract for 20-21 School Year
- No 19-20 Evaluation

Lee Burgess: Paraprofessional (?) Not hired via Hire Enterprise System – would need Para Pro or AA

- No File
- No FP/DT

BEST – Findings: Additional Notes

- All job descriptions need to be placed on sites letter head & kept in a binder.
- A clear job description is needed for every job including instructional & non-instructional jobs
- NO acknowledgments found for the 20-21 school year for Staff Handbook.
- HCSD should be notified and should receive a copy of the board action when an employee separates from employer. (copy of Intent to Return & Resignation)
- The filing cabinet that holds all staff personal files is not a fire proof cabinet; this cabinet **NEEDS** to be locked and **NEEDS** to be fire proof. **Where are evaluations kept for current year?

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: 4-7-2021

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

TRANSPORTATION
District Contact – **Ralph Leath**

1. **Transportation**
   a. Information relevant to all students transported by school bus is on file.
   Yes X No_____ N/A_____

   b. Contract information relevant to any situation where a parent or other driver is contracting to provide transportation services.
   Yes X No_____ N/A_____

   c. Evidence on file that any vehicle owned or leased by the school and used to transport students is certified and properly insured. If it is a bus, evidence of driver certification is required.
   Yes X No_____ N/A_____

   d. Copy of the contract for student transportation is on file.
   Yes X No_____ N/A _____

   Recommendations and/or Commendations:

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: 6/15/21

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

CURRICULUM

District Contact – **Michelle Barash ELA**

1. **Curriculum, Instruction and Assessment**
   a. Documentation of teacher use of curriculum based on the Common Cores State Standards and Next Generation Sunshine State Standards, and all instructional activities are aligned to the Common Core State Standards and Next Generation Sunshine State Standards.

   Yes _____ No__X__ N/A_____

   - Not Intensive Reading (notes below)

   b. Curriculum texts and instructional materials meet the overall charter school goals.

   Yes _____ No__X__ N/A_____

   c. Evidence of compliance in the following areas
      - Students participate in all age-appropriate district and state assessment and results are reported to parents/ guardians.
      - Procedures are in place to report student grades and progress to parents/ guardians.
      - Students performing below grade level in reading, writing or mathematics are identified and provided remedial instruction documented in AIPs.
      - Procedures are in place for promotion, remediation and retention of students.

   Yes _____ No__X__ N/A_____

   - No, for highlighted area

   d. A student evaluation process is in place at all grade levels which assess students periodically throughout the year in at least reading, writing and mathematics. Pretest or baseline information level information is on file and post measures are used.

   Yes __X__ No_____ N/A_____

   e. Evidence of compliance with State of Florida graduation requirements is available.

   Yes _____ No_____ N/A__X__

   f. Evidence of compliance with the approved District Reading Plan is available.

   Yes _____ No__X__ N/A_____

Recommendations and/or Commendations:

Civics- Texts are out of adoption and need to be updated to current materials.

ELA- Teacher made curriculum is standards aligned, however teacher is leaving and there is not currently a plan on what curriculum will be used with ELA classes for the 21-22 school year. Progress monitoring is taking place, but did not have evidence-based interventions in place for under preforming students.

Intensive Reading- Students were remediated in their ELA class. An intensive reading class was not provided for students who were level 1 or 2 on FSA. There was not any documentation of intervention per the HCSD Reading Plan. There was also no documentation of math intervention.

The lack of curriculum is a major concern and needs to be addressed. I told them to let us know when a principal and ELA teacher were hired to discuss the plan moving forward and how to meet the requirements that are currently not being met.

Update- 7/12/21- I still have not been contacted and I'm unsure if anyone has been hired for the open positions.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: 6/15/21

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

CURRICULUM

District Contact –**John Morris(Math, Science, and Social Studies)**

1. **Curriculum, Instruction and Assessment**

   a. Documentation of teacher use of curriculum based on the Common Cores State Standards and Next Generation Sunshine State Standards, and all instructional activities are aligned to the Common Core State Standards and Next Generation Sunshine State Standards.
   Yes __X___ No_____ N/A_____

   b. Curriculum texts and instructional materials meet the overall charter school goals.
   Yes _____ No__X___ N/A_____

   c. Evidence of compliance in the following areas
   - Students participate in all age appropriate district and state assessment and results are reported to parents/ guardians.
   - Procedures are in place to report student grades and progress to parents/ guardians.
   - Students performing below grade level in reading, writing or mathematics are identified and provided remedial instruction documented in AIPs.
   - Procedures are in place for promotion, remediation and retention of students.

   Yes __X___ No_____ N/A_____
   - No, for highlighted area

   d. A student evaluation process is in place at all grade levels which assess students periodically throughout the year in at least reading, writing and mathematics. Pretest or baseline information level information is on file and post measures are used.
   Yes __X___ No_____ N/A_____

   e. Evidence of compliance with State of Florida graduation requirements is available.
   Yes __X___ No_____ N/A_____

   f. Evidence of compliance with the approved District Reading Plan is available.
   Yes _____ No_____ N/A__X___

   Recommendations and/or Commendations:

Students are not being accelerated in Mathematics and this is concerning. Giving students an opportunity to take Algebra I is part of our districts strategic plan.

Math curriculum used was often below grade level and very skill level type items.

Tuesday, October 19, 2021 9:36:51 AM

From: **Dawn Williams**

Subject: Charter School Annual Reviews

To: School Board, John Stratton, Heather Martin, Gina Michalicka, Lisa Cropley

Cc: Kelly Pogue

Attachments:
BEST Annual Review.pdf / Chrome HTML Document (718K)
Gulf Coast Academy.pdf / Chrome HTML Document (472K)
Gulf Coast Elementary School.pdf / Chrome HTML Document (780K)

MEMORANDUM

To: Hernando County School Board Chair and Board Members

From: Dawn Williams, Supervisor of School Choice

Date: October 19, 2021

Re: 2020-2021 Annual Review of Charter Schools – Brooksville Engineering Science and Technology Academy, Gulf Coast Elementary School, and Gulf Coast Academy

Attached are the 2020-2021 Annual Reviews for BEST, GCES, and GCA that were conducted by various departments/divisions. I am providing a copy of these documents to each School Board Member as part of the requirements under current School Board Policy (9800 Charter Schools). The purpose of the annual review is to determine charter compliance. While there were areas of concerns and departmental recommendations shared with all three schools, there was not anything egregious enough to warrant non-compliance of any of the school's charters. The areas of concern noted on the review are being and will continue to be closely monitored throughout the 2021-2022 school year.

Brooksville Engineering Science and Technology Academy, Gulf Coast Elementary School, and Gulf Coast Academy are in compliance with the terms of their charters.

No formal workshop or agenda item is required. This is an annual report being provided to you for your information.

Please contact me at extension 448 if you have any questions. Thank you.

Dawn Williams
Supervisor of School Choice

Phone: (352) 797-7000 Extension 448
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Direct (internal)# 870-448
www.hernandoschools.org
Follow us on Facebook: @HCSDchoice
Tweet with us: @hcsdchoice

HERNANDO
SCHOOL DISTRICT

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.

HERNANDO COUNTY SCHOOL DISTRICT
2021-2022 Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: April 3, 2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

GOVERNANCE
District Contact – **Dawn Williams**

1. **The following essential documents are available, up-to-date, signed, dated, readily accessible, and in a notebook or file.**
   a. Charter school contract and application with amendments.
   Yes X* No _____ N/A_____

   b. Incorporation papers with bylaws.
   Yes X* No _____ N/A_____

   c. Current governing board members list with addresses and phone numbers.
   Yes _____ No X N/A_____

   d. Board meeting announcements are posted in a public place.
   Yes _____ No X* N/A_____

   e. Documentation is available regarding procedures for parents to contact the governing board, register a complaint, or place an item on the board agenda.
   Yes X No _____ N/A_____

   f. A set of documents organized chronologically containing governing board meeting announcements, meeting agenda and minutes signed and dated.
   Yes X* No _____ N/A____

   g. The state required Annual Report provides compliance in all areas.
   Yes _____ No X N/A_____

   h. The charter school board receives regular financial reports.
   Yes _____ No X N/A_____

   i. The charter school board approves the budget, amendments and purchases over a certain dollar amount.
   Yes _____ No X N/A_____

   j. The role of the principal/director is clear in relationship to the charter board.
   Yes X* No _____ N/A_____

   k. There is a process for evaluating the principal/director.
   Yes _____ No X N/A_____

   l. Does the school have an approved policy and procedures manual including adoption and/ or revision dates?
   Yes _____ No X N/A_____

   m. Is the manual adequate to guide the operation of the school and to document actual procedures?
   Yes _____ No X N/A_____

Recommendations and/or Commendations:
a. While the contract was in the essential documents binder, the charter application and contract amendments were not in the binder. This is the third year that these items were not readily available.

b. I requested a copy of the bylaws the school was operating under from B.E.S.T. Academy in early March. On March 4, 2022, Mr. Joseph Aughtman, emailed the same by-laws that I had filed with the original charter application. The by-laws were requested to ensure that the Governing Board was following the proper procedures for replacing board members as well as proper voting protocols.

Per Chairwoman, Patricia Laird, the school's attorney is reviewing the original bylaws approved in 2013 as Ms. Laird believes the by-laws in question are too corporate in nature. Additionally, Ms. Laird confirmed that these are the by-laws they are operating under.

Recommendation: Determine whether or not the by-laws will be updated. Once decided upon, please contact Supervisor of School Choice with the board's decision along with the approved bylaws. Ensure that the bylaws agreed upon on kept in the same binder as your application, contract and amendments.

c. Board members are listed on school website but there are no phone numbers or addresses listed as required. The members can use B.E.S.T. Academy phone number and address. This is the second year that website was not updated with the required information. As of September 20, 2022, the website does not list the phone numbers and addresses of the governing board members.

d. Board meeting announcements are only listed on school website calendar. Per Ms. Laird, the school's former administrative assistant did not pay the Hernando Sun Newspaper bill so the meetings were not noticed in that manner.

Recommendation: Board meetings are not noticed as per FS 1002.33, Section 9 (3): "The meetings must be noticed, open, and accessible to the public.

(9) CHARTER SCHOOL REQUIREMENTS.—

(p)1. Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to s. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

The school's website has been updated to include governing board member names and email addresses, meeting agendas and minutes up to March 2022, required financial postings through January 2022, and the school grade up to 2020-2021. This is the second year that the website has not been updated with all of the required information.

Recommendation: Update website with the required information per state statute 1002.33.

f. While the some of the agendas and minutes are now posted on B.E.S.T.'s website, the website needs to be updated to include all of the agendas and minutes to date. In addition, the submission of the agendas and minutes to the Supervisor of School Choice needs to be done in a more timely manner for required district oversight. This is the third year in a row that the Supervisor of School Choice had to make requests for the agendas and minutes.

g. The Annual Accountability Report was submitted late to D.O.E. The report was due to March 18, 2021, but was not submitted until August 18, 2022. This is the second year in a row that the Accountability Report was submitted past the due date. The lack of timeliness makes it difficult to maintain effective district oversight of B.E.S.T. Academy.

The Accountability Report was completed on August 18, 2022. In the absence of Dr. Nash, the former principal, Mrs. Laird tried to obtain access to the FLDOE SSO Portal but was unable to. Mrs. Young was hired as principal in April and she has been trying since that time to gain access to the same portal. She worked closely with Mr. Paschke to resolve the technological barriers preventing access. The school was compliant in all areas.

Recommendation: Submit Annual Accountability Report by Florida Department of Education issued due date.

h. While the charter school board does receive regular financial reports, they are not always submitted in a timely manner to both the governing board and the district office.

Recommendation: Monthly financial reports must to be submitted "no later than the twentieth (20th) day of the following month, " per section 34.15 of the B.E.S.T. Charter School Contract relating to fiscal monitoring of a charter school. This is the third year that financials have not been submitted in a timely manner.

j. The role of principal/director is not clear in relationship to the charter board as Mrs. Laird, the Governing Board Chairwoman, took over as principal after the firing of Mrs. Chauncey Nash. This is the second year in a row where the role of the principal was not clear in relationship to the charter board.

Update: The school contracted with Mrs. Jamie Young to serve as the school principal. Her term of employment began on April 25, 2022.

k. While B.E.S.T. Academy uses the Danielson model to evaluate the principal, there has not been an evaluation conducted for the last three years on two former principals.

Recommendation: The school principal must be evaluated annually.

l. While the school has a staff manual, it only outlines classroom procedures, classroom rules, and clinic visits. They do not have a staff procedures manual regarding operation of the school. The school must create and adopt procedures manuals to operate the school and guide student progression and they must be board adopted or the board can adopt and amend as necessary the HCSD Procedure Manuals. During my visit at B.E.S.T. on April 12, 2022, I requested that Mrs. Laird locate the staff manual and policies the school was operating under. On April 13, 2022, Mrs. Laird emailed Dawn Williams copies of the policies the school is operating under. On April 25, 2022, Mrs. Laird emailed Dawn Williams a Staff Manual for 2019-2020 and a Staff Manual for 2016-2017.

Recommendation: B.E.S.T. may adopt the HCSD Staff Manual and Pupil Progression Plan or create their own. Both documents need to be sufficient in guiding the operation of the school. Additionally, the Staff Manual should be updated to include the policies that school staff are to operate under.

The governing board adopted and approved the use of Hernando County School District's Pupil Progression Plan, making amendments for retention at the May 23, 2022, Board meeting. The governing board also adopted and approved the use of HCSD Staff Handbook.

m. See response to l. The staff manual B.E.S.T. does have is not sufficient to guide the operation of the school and to document actual procedures.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: 4/29/2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

FINANCE AND OPERATIONS
District Contact – **Joyce McIntyre, Julie Hansen, and Denise Kelly**

1. **All Bank Accounts**
   a. Are the titles on the accounts correct?
   Yes X No_____ N/A_____

   b. Is the tax identification number correct?
   Yes X No_____ N/A_____

   c. Were any accumulated idle funds properly invested?
   Yes X No_____ N/A_____

   d. Have authorized signers been changed as needed?
   Yes X No_____ N/A_____

   e. Are there the required numbers of signers as set in policy?
   Yes X No_____ N/A_____

   f. Have the Public Depositor reports been properly filed?
   Yes X No_____ N/A_____

2. **Internal Accounts Petty Cash**
   a. Does the petty cash amount recorded on the balance sheet equal the amount counted?
   Yes_____ No_____ N/A X

   b. Was the petty cash fund kept in a secure place (locked with limited access and fireproof?
   Yes_____ No_____ N/A X

   c. Were all reimbursement receipts originals?
   Yes_____ No_____ N/A X

   d. Were all reimbursement receipts reviewed $25.00 or less?
   Yes_____ No_____ N/A X

   e. Were all reimbursement receipts signed and dated by the person receiving the reimbursement?
   Yes_____ No_____ N/A X

   f. Does the established petty cash fund not exceed the allowable threshold?
   Yes_____ No_____ N/A X

3. **Tangible Personal Property**
   a. Were items properly tagged with the school name and the property control number?
   Yes No_____ N/A_____

   b. If an item is no longer located at the school, or if an item was purchased with internal accounts funds or received as a gift, were the property control records accurately adjusted?
   Yes_____ No_____ N/A _____

   c. Were equipment checkout procedures properly followed?
   Yes_____ No_____ N/A _____

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

4. Change Funds

a. Was the fund issued by the bookkeeper by means of a check from the internal accounts made out to the person responsible for the fund, and not to "cash" "school name" etc.?
Yes_____ No_____ N/A __X__

b. Was a sign in/out register maintained showing the event, date, amount issued, and signature of the person responsible for the fund and date the fund was returned?
Yes_____ No_____ N/A __X__

c. Was the change fund returned and re-deposited the next business day following the event?
Yes_____ No_____ N/A __X__

5. Analytical Reviews

a. Compare year-end balance in income statement accounts to the prior year and evaluate the differences. Were all unexpected differences resolved?
Yes __X__ No_____ N/A_____

b. Compare year-end balances in projects to the prior year and evaluate the differences. Were all unexpected differences resolved?
Yes __X__ No_____ N/A _____

c. Are monthly statements being turned in on time?
Yes _____ No __X__ N/A_____

6. Timekeeping and Payroll Time Report Certifications

a. Did employees sign time sheets?
Yes _____ No_____ N/A_____

b. Were all employees completing time worked? (in/out sheets?
Yes _____ No_____ N/A_____

c. Were all employees listed on the Payroll Time Report certification the same as listed on the time sheet?
Yes _____ No_____ N/A_____

d. Are leaves properly recorded on both the time sheet and the Payroll Time Report certifications?
Yes _____ No_____ N/A_____

e. Were all appropriate payroll tax deposits made in a timely manner?
Yes _____ No_____ N/A_____

f. Were all appropriate payroll tax forms and reports filed in a timely manner?
Yes _____ No_____ N/A_____

7. Collections

a. Were receipts properly documented?
Yes _____ No_____ N/A_____

b. Were receipts properly posted in the correct account?
Yes _____ No_____ N/A_____

c. Were daily collections by teachers remitted to the bookkeeper at the end of every business day?
Yes No_____ N/A__X__

d. Were Monies Collected Forms properly documented, contain the purpose of the collection, organization name, dates, Official Receipt numbers, signatures, and receipt numbers?
Yes_____ No __X__ N/A_____

e. Were at least two people responsible for the collection of money?
Yes__X__ No N/A_____

f. If the school is claiming Transportation FTE, are there adequate records to support the claim?
Yes_____ No_____ N/A __X__

g. Has the school's Capital Outlay Plan been approved by the HCSB?
Yes __X__ No_____ N/A_____

h. Has the school prepared a spending plan for other categorical funds such as SAI?
Yes _____ No__X__ N/A_____

i. Has the school's SAC prepared a spending plan for the lottery funds?
Yes _____ No_____ N/A _X____

8. Other Transactions (Journal entries and transfers)

a. Were transactions properly documented?
Yes_____ No_____ N/A _____

b. Were transactions properly approved by the principal/director and the sponsor of the accounts affected?
Yes_____ No_____ N/A _____

c. Were transactions properly entered into the accounting system?
Yes__X___ No_____ N/A _____

9. Official Receipts

a. Are all official receipt books accounted for?
Yes _____ No_____ N/A_____

b. Are all official receipt books being properly used in order?
Yes _____ No_____ N/A_____

10. Teacher Receipts

a. Can all teacher receipt books be accounted for?
Yes _____ No_____ N/A__X__

b. If not, did the responsible person write and sign a statement certifying that the receipt book was lost and all collections, if any, were remitted to the bookkeeper?
Yes_____ No_____ N/A __X__

c. Were all teacher receipt books being used in order?
Yes _____ No_____ N/A__X__

11. Returned Checks

a. Was there evidence that every effort had been made to contact the maker of the check at least one time by phone, and if necessary, one time by certified letter on school letterhead signed by the principal?
Yes _____ No_____ N/A__X___

b. Was a service charge properly collected, or was there documentation signed by the principal explaining why the service charge was not collected?
Yes _____ No_____ N/A__X___

c. Was the collected service charge properly coded in the accounts if restitution is made immediately?
Yes _____ No_____ N/A__X___

d. Was the re-deposited check properly coded as accounts receivable if restitution was not made by the end of the month?
Yes _____ No_____ N/A__X___

e. Is there a log of returned checks maintained by the bookkeeper that is reconcilable to the Accounts Receivable balance on the balance sheet?
Yes _____ No_____ N/A__X___

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

12. Cancelled/Voided Checks

a. Were all checks kept in proper numeric order?
Yes _____ No_____ N/A__X___

b. Were checks issued with all pertinent information completed?
Yes No__X___ N/A_____

c. Were checks properly voided when necessary?
Yes __X___ No_____ N/A_____

13. Tickets

a. Are tickets being properly recorded and controlled in a ticket log?
Yes _____ No_____ N/A __X___

14. Bids

a. Were telephone quotes documented and obtained from three or more vendors for single or multiple "like items"?
Yes_____ No_____ N/A __X___

b. Were written quotations documented and obtained from three or more vendors for single or multiple "like items"?
Yes_____ No_____ N/A __X___

15. Contracts

a. Did the contract specify that it is for 1 year with a renewable option?
Yes_____ No_____ N/A __X__

b. Did the vendor comply with the specifications or the contract?
Yes_____ No_____ N/A __X__

16. **Expenditures**

a. Was warrant properly signed by two authorized signatures?
Yes __X___ No_____ N/A_____

b. Was warrant properly posted in the correct ledger account?
Yes _____ No_____ N/A_____

c. Did original detailed invoices adequately support expenditure?
Yes __X__ No_____ N/A_____

d. Was the check requisition/purchase order properly prepared?
Yes_____ No__X___ N/A _____

e. Did the check requisition/ purchase order contain adequate documentation to support telephone and/or written quotations for purchase?
Yes_____ No_____ N/A __X__

f. Was the receiving report signed and dated by the person receiving the goods?
Yes _____ No__X___ N/A_____

g. Did the invoice agree with the purchase order description?
Yes_____ No_____ N/A __X___

h. Does it appear that management approval was obtained prior to purchasing goods and services?
Yes _____ No__X___ N/A_____

i. Were all purchase order signatures and other supporting documentation completed in ink?
Yes _____ No_____ N/A__X__

j. Were invoices properly cancelled or marked paid?
Yes_____ No __X__ N/A_____

k. If the expenditure was for travel, were the proper procedures followed?
Yes_____ No_____ N/A __X__

l. If the expenditure was for a refund were the proper procedures followed?
Yes _____ No_____ N/A__X___

m. For credit/debit card purchases is there evidence that cards are controlled and used only by authorized employees?
Yes__X___ No _____ N/A_____

n. For credit card purchases is there evidence that the statement is reconciled to the original receipts before payment?
Yes_____ No __X___ N/A_____

o. For debit card purchases is there evidence that the charges on the bank statement are reconciled to the original receipts in a timely manner?
Yes _____ No__X___ N/A_____

p. Are expenditures from categorical funds appropriate for the funding?
Yes _____ No_____ N/A_____

17. Support Organizations

a. Was an annual audit conducted of their accounts?
Yes_____ No_____ N/A __X___

b. Have financial reports been submitted at least semiannually?
Yes_____ No_____ N/A __X___

c. Is the organization using a tax identification number that is different than the school's?
Yes_____ No_____ N/A __X___

d. Is there a cooperative activities agreement between the organization and the school?
Yes_____ No_____ N/A __X___

18. Budget Amendments

a. Was the annual budget properly prepared and approved by the board?
Yes No_____ N/A_____

b. Did the board approve budget amendments?
Yes_____ No_____ N/A _____

c. If the budget is on TERMS, were all amendments properly approved using an MIS 115 form?
Yes_____ No_____ N/A _____

d. Is there evidence of regular comparison if the budget to actual revenue and expenditure activity?
Yes_____ No_____ N/A _____

19. Sales Tax

a. Has the school obtained a sales tax exemption letter from the Florida Department of Revenue?
Yes __X___ No_____ N/A_____

b. Was the sales tax paid when required in a timely manner?
Yes _____ No_____ N/A__X__

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

20. Other

a. Has the school obtained its 501(c) 3 determination letter from the IRS?
Yes __X__ No_____ N/A_____

b. Was the annual federal tax return filed in a timely manner?
Yes _____ No__X__ N/A_____

c. Have arrangements been made for the year-end audit?
Yes_____ No __X__ N/A_____

d. Does the school have current and adequate insurance coverage for workers compensation, general liability, errors and omissions for the board?
Yes _____ No _____ N/A_____

e. Have monthly or quarterly financial reports been submitted to the District in a timely manner?
Yes_____ No __X__ N/A_____

f. Are there any issues raised in the audit performed by the independent CPA that should be brought to the attention of the HCSB?
Yes_____ No __X__ N/A_____

21. Insurance

a. Policies of insurance are on file documenting active coverage with minimum limits as set forth in the charter contract.
Yes __X__ No_____ N/A_____

b. School Leaders Errors and Omissions
Yes _____ No_____ N/A_____

c. Commercial General Liability
Yes __X__ No_____ N/A_____

d. Workers Compensation/Employee Liability
Yes __X__ No_____ N/A_____

e. Property Insurance
Yes__X__ No_____ N/A _____

f. Benefit Administration coverage if providing benefits to their employees.
Yes _____ No_____ N/A__X__

22. Certificates of insurance have been provided to the District for the above coverages naming the District as an additional insured.
Yes __X__ No_____ N/A_____

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Recommendations and/or Commendations:

a. Per the Charter School Contract for B.E.S.T. Academy section 34.12., At all times, the Operator shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include but not be limited to:

(5) procedures for the creation and review of monthly financial reports,

Per the Charter School Contract for B.E.S.T. Academy section 34.16 (a), The Charter School shall provide a monthly financial statement to the sponsor no later than (1) month after the end of the month.

The monthly financials from B.E.S.T. Academy are not sent to the Finance Department of the Hernando County School District in a timely manner. Several bank reconciliations for the 2021-22 FY were submitted multiple months late and others were in excess of one month late. We do know that B.E.S.T. Academy had some confusion pertaining to the need for Board approval of the reconciliation prior to sending to Finance or not. It has now been clarified that it can be sent to Finance for review prior to Board approval moving forward.

Recommendation:
Monthly Financial Reports need to be sent to Finance prior to the 20th of each month.

b. Per the Charter School Contract for B.E.S.T Academy section 34.12., At all times, the Operator shall maintain appropriate governance and managerial procedures and financial controls which procedures and controls shall include but not be limited to:

(6) internal control procedures for cash receipts, cash disbursements and purchases.

Per REDBOOK section 3.2 (a.) The school principal is fully responsible for all purchases and purchase commitments requiring present or future disbursement of internal fund monies. A signed commitment from the principal or designee(s) must be on file before any purchase is made.

During our review of the expenditure process, we were informed by staff that the expense is authorized by signing the printed check and viewing the invoice attached to it. From the information we gathered, there wasn't a request for purchase, check requisition, prior authorization, or verification of items received.

Recommendation:

B.E.S.T. Academy reviews and strengthens the purchasing process by implementing and continuing to utilize check requisitions, requests for purchase forms, purchase orders, and "RECEIVED" and "APPROVED FOR PAYMENT" stamps with dates and signatures for every expenditure.

c. Per Florida Statute 1002.33 (9) CHARTER SCHOOL REQUIREMENTS, 4. (h) The governing board of the charter school shall annually adopt and maintain an operating budget.

During our visit we asked if the budget was board approved. We were informed that B.E.S.T. Academy never received it from Bob Walker from King & Walker, CPA's (the outside audit firm that performs the annual audit) so it was never approved. They stated they just do not spend extra. School is operating without a budget.

Recommendation:

As this is a requirement there are no recommendations.

d. On observing the organization in which the financials are kept at B.E.S.T. Academy, we are certain things are missing and incomplete. It seems as though not all documents are kept on site and the documents that were found were difficult to locate in a timely manner. During our visit on 04/29/22, we requested 3 full payrolls with all supporting documents. B.E.S.T. Academy staff provided 3 half pay periods with only time and attendance records without supporting documents. Payroll summaries were sent on 05/04/22 & 05/06/22. One of the summaries did not include an employee's noted vacation time and one payroll showed a "BONUS" of $1,153.80 with no clarification. *Since the review an explanation was provided*

to Finance on 05/4/2022 for the support of the bonus paid. During our visit we were only able to obtain the time and attendance records for half of each pay period without complete support documentation. Also, when Finance requested copies of the ledger posting for the sample journal entries Finance was only provided with a screen shot without the support documentation to validate the posting. During our review, the following documents were not available upon request. B.E.S.T. Academy was asked to provide the following by the end of the day 05/04/2022:

3 complete payroll runs
3 complete deposits
3 expenditure checks
3 credit card purchases
Copies of the voided check(s)
501(c) 3 determination letter
IRS 990 filing confirmation
Copies of insurance policies including certificates of insurance showing Hernando County School Board as additional insured
Inventory log for equipment/furniture at that site

Numerous emails were exchanged between Finance and B.E.S.T. Academy to retrieve all the above documents, however B.E.S.T only submitted 3 of the items listed on 05/04/22 as follows:

501(c) 3 determination letter
IRS 990 filing confirmation
Certificates of insurance originally not listing HCSB as additional insured

On 05/05/22 the expense items, voided check(s), and the credit card log and statement was received. The expense items were unable to be fully reviewed due to the lack of the support documentation. Most importantly, the support to document where the expenditure posted to the general ledger was not provided. Additionally, support documentation for specific credit card purchases was also not provided. Finance made several requests for the additional information needed but only received partial documentation to review, which resulted in not being able to complete this portion of the expenditure review. The communication was lacking and the preparedness was poor.

Recommendation:

Take time to thoroughly organize file system in a manner that things can be easily located for reference. Additionally, have files organized and accessible prior to reviews and audits as items that were requested are standard financial items.

Highlighted in yellow on review questionnaire are the areas of concern. These areas were either unable to be completed due to lack of supporting documents requested or procedures not followed. We suggest B.E.S.T. Academy thoroughly review these sections, adjust procedures and processes, and retrain staff where needed.

HERNANDO COUNTY SCHOOL DISTRICT
2021-2022 Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: January 21, 2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

FOOD SERVICES
District Contact – **Lori Drenth**

1. **Free and Reduced Lunch**
   a. All students/parents have been provided the opportunity to complete a Free and Reduced meal application.
   Yes_____ No_____ N/A __X__
   Free and Reduced meal applications are on file.
   Yes_____ No_____ N/A __X__

   b. Free and Reduced meal applications are retained for three years.
   Yes _____ No_____ N/A__X__

   c. The school has a current state approved "Meal Collection Procedure" on file.
   Yes __X__ No_____ N/A_____

2. **Meal Service and Point of Sale**
   a. Served meals meet guidelines for meal components and portions as defined by age/grade.
   Yes __X__ No_____ N/A_____

   b. Unflavored low fat milk and flavored fat free milk are offered to each student.
   Yes __X__ No_____ N/A_____

   c. A roster is present with student name and number.
   Yes _____ No_____ N/A__X__ (SSO)

   d. An adult signs rosters.
   Yes _____ No_____ N/A__X__ (SSO)

   e. An adult checks the roster as the child receives the meal.
   Yes _____ No_____ N/A__X__ (SSO)

   f. Records are saved for three years.
   Yes __X__ No_____ N/A_____

   g. Records balance- meal roster count equals the number of meals served.
   Yes __X__ No_____ N/A_____

   h. Money is collected, recorded and verified by two different people.
   Yes __X__ No_____ N/A_____

   i. The school complies with District competitive food rules.
   Yes __X__ No_____ N/A_____

3. **Non-Sponsored Sites- Meal Planning and Preparation**
   a. Planned menus meet guidelines for meal components and portions as defined by age/ grade.
   Yes __X__ No_____ N/A_____

   b. Procedures are in place to assure that storage and handling of foods are appropriate to sanitation standards.
   Yes __X__ No_____ N/A_____

   c. Production records documenting menu items, portion sizes, amount prepared and served are kept on a daily basis.
   Yes __X__ No_____ N/A_____

4. Compliance with Local Health Regulations

a. Has a current operating permit from the Hernando County Health Department.
Yes __X__ No_____ N/A_____

b. Current health inspection is posted and deficiencies are corrected.
Yes __X__ No_____ N/A_____

c. Has an approved agreement with DOE F&NM on file.
Yes __X__ No_____ N/A_____

d. Complies with District competitive food rules.
Yes __X__ No_____ N/A_____

Recommendations and/ or Commendations:

HERNANDO COUNTY SCHOOL DISTRICT
2021-2022 Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: May 5th, 2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

EXCEPTIONAL STUDENT EDUCATION
District Contact – **Troy LaBarbara**

1. **Individual Education Plan**
   a. Procedures are in place for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students, including gifted.
   Yes __X__ No_____ N/A_____

   b. Exceptional Student Education records are in compliance with state and federal requirements.
   Yes __X__ No_____ N/A_____

   c. Exceptional Student Education records are maintained in a secure location in accordance with the district record management system.
   Yes __X__ No_____ N/A_____

   d. Personnel are trained in IEP development.
   Yes _____ No__X__ N/A_____

   e. Exceptional Student's IEPs are current.
   Yes __X__ No_____ N/A_____

   f. Exceptional Student Education and related services are being delivered as indicated on the student's IEP.
   Yes _____ No__X__ N/A_____

   g. Student's schedules in TERMS/Skyward match the actual schedule and IEP.
   Yes __X__ No_____ N/A_____

   h. Three- year reevaluations are completed on or before the due date.
   Yes __X__ No_____ N/A_____

   i. Trained personnel complete matrices.
   Yes __X__ No_____ N/A_____

   j. Matrix ratings match the needs and services indicated on the IEP.
   Yes __X__ No_____ N/A_____

Recommendations and/or Commendations:

Concern	Recommendations	Other Information
No documentation that accommodations are being done with fidelity.	Provide professional development to staff about appropriate accommodations use and documentation. Conduct monthly fidelity checks for accuracy. Documentation of ESE consultation logs needs to be in place.	All students are on consult for their ESE services. Delivery of service was done by the Spanish teacher but has since left the position.

HERNANDO COUNTY SCHOOL DISTRICT
2021-2022 Charter School Monitoring Review Instrument: B.E.S.T Academy

Counseling log on one student was not completed.	Conduct IEP review to ensure that services are being met and that a deliberate schedule is developed and maintained. Keep appropriate documentation of services provided in one place verified by school counselor/service provider.	
After school tutoring/remediation is needed for students below proficiency.	Hire a certified ESE teacher to provide services during after school hours for students needing Tier 2 & TIER 3 intervention.	
Copies of IEPs & ongoing ESE paperwork are needed for daily service.	All copies should be provided for the teachers who serve students with disabilities and must be kept confidential and securely stored. Need to provide professional development on student goal tracking.	
Certified ESE staff is needed.	Need to hire a certified ESE teacher to properly serve students and to ensure their ESE needs are being met.	
IEP and staffing paperwork is being completed by a Hernando County School Program Staffing Specialist. This allows for items a, b, c, e, g, h, I, and j to be marked "yes". Permanent records are kept at the previous zoned school for security reasons. Related services (item f) are consult and were partially completed by an ESE certified teacher for part of the year, but is now being covered by a substitute. Day-to-day compliance needs to be provided by certified staff that is employed by B.E.S.T. Academy.		

HERNANDO COUNTY SCHOOL DISTRICT
2021-2022 Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: May 26, 2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

English as a Second Language
District Contact – **Angela Kennedy and Jesse Diaz**

1. **Meeting all requirements to ensure compliance with the META Consent Decree**
   a. A physical copy of the Home Language Survey is placed in the student's Blue ESOL folder, as well as the HSL date entered in the student database.
   Yes X No_____ N/A_____

   b. Documentation of testing for all eligible students is on file.
   Yes _____ No_____ N/A X

   c. Documentation of services (modifications and accommodations) provided to LEP students.
   Yes _____ No_____ N/A X

   d. Training information and requirements are distributed to teachers.
   Yes X No_____ N/A_____

   e. Reporting out-of-field teachers with regards to ESOL to the board prior to the first FTE period.
   Yes_____ No_____ N/A X

   f. Notification to teachers of placement of LEP students in the class.
   Yes X No_____ N/A _____

2. Meeting all requirements of the District Foreign Language curriculum?
   a. Copy of the foreign language proficiency based goals, prerequisites and course guidelines.
   Yes X No_____ N/A_____

Recommendations and/or Commendations:

Continue to provide ESOL professional development in the event that they have an ELL in the future.

HERNANDO COUNTY SCHOOL DISTRICT
2021-2022 Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: June 1, 2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

STUDENT SERVICES
District Contact – **Jill Kolasa**

1. **Student Support Services**
   a. School manages health, clinic area and medication as required.
   Yes X No_____ N/A_____

   b. School has a code of student conduct in use.
   Yes X No_____ N/A_____

   c. Procedures for dismissal of students are in place.
   Yes X No_____ N/A_____

   d. Student records are appropriately managed.
   Yes X No_____ N/A_____

   e. The school promptly responds to requests for student records and maintains a working relationship with the Student Services Office.
   Yes X No_____ N/A_____

   f. Student Cumulative Records are locked and as complete as possible
   Yes X No_____ N/A_____

   g. There is an access log in the student's file.
   Yes X No_____ N/A_____

   h. Records are kept confidential
   Yes X No_____ N/A_____

   i. Records of discipline referrals are on file.
   Yes X No_____ N/A_____

   j. The school has records of attendance rates.
   Yes X No_____ N/A_____

   Recommendations and/or Commendations:

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: **APRIL 26, 2022**

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

TECHNOLOGY AND INFORMATION SERVICES
District Contact – **Michele DiLuzio**

1. **Assessment & Accountability**
   a. Attendance records are on file to verify student attendance during the October and February FTE count weeks.
   Yes **_X_ but missing teacher signatures** No_____ N/A_____

   b. Signed original documentation for DOE FTE is on file.
   Yes _____ No _____ N/A_____ **Were not completed/signed until my arrival on 4/26.**

   c. School has equipment and trained personnel sufficient to fulfill data management requirements.
   Yes _____ No**_X_** N/A_____

   d. Daily-automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.
   Yes _____ No**_X_** N/A_____

Recommendations and/or Commendations:

BEST was still employing one of our district employees (Frances) to do their data entry at the start of the 21-22 school year, even though they had their own data entry person Rosalyn, full-time on campus. Frances was told by Patricia Laird, a BEST Academy board member, to only do all scheduling and to train Rosalyn; while Rosalyn would do everything else (disciplines, attendance, grades, entries, withdrawals, and other non-scheduling items). Unfortunately, Rosalyn was not taking care of the data entry in the areas indicated above. Attendance was not being entered daily, Entries and Withdrawals were not being done, Disciplines not entered, and Grades were not being verified. Rosalyn notified me that Patricia would not allow Rosalyn to enter disciplines. Patricia was going to assign that task to Mr. Aughtman, one of the teachers. Rosalyn stated there was a 'large' stack of disciplines from the beginning of the school year that still had not been entered.

The first week of November, Patricia informed Frances that her services were no longer needed and that Rosalyn would be handling everything from that point forward. Unfortunately, the same issues continued, as Rosalyn nor anyone else at BEST Academy was doing any student data entry work.

Several meetings were held at the beginning of the school year (August 25, September 22, and November 17) with Mr. Nash, Rosalyn, Patricia Laird and representatives from the district; Dawn, Michele, Lisa, Jill, and Frances in attendance. The meetings were to discuss students not receiving a full course load of required courses and other items that did not pertain to student data. Mr. Nash was to provide Frances and I with corrected student schedules before October's Survey 2. This information was not received. The school still lacked qualified teachers which was contributing to students not having a full schedule. Teachers and school staff were not able to inform us which students were/should be attending their school, nor could they confirm on any given day, which students were really in attendance. Other schools were calling me stating that BEST would not withdraw students who were now attending one of our district middle schools. I reached out to Rosalyn only to be told by Rosalyn that Patricia told her not to withdraw anyone. I reminded Rosalyn that they are required to withdraw a student when they receive notification from the parent or the new school that the student is now attending another school.

During the November meeting, Mr. Nash and Rosalyn stated they were changing to an A/B block schedule to go into effect immediately. A service ticket was sent to Skyward by Laura Lopes, asking if changing from regular to block scheduling in the middle of a school year was advisable. Skyward said no, and this information was shared with Mr. Nash, Rosalyn, and our district team (Jill, Lisa, Dawn, Frances), however, Rosalyn stated that they went to Laura Lopes in TIS and she changed all of their scheduling mid-year.

Data Entry meetings that were held either in person or via TEAMS were not attended by Rosalyn nor anyone else assigned to do data entry from BEST Academy.

Rosalyn left BEST Academy in March, and as of the date of this annual review, 4/26/22, the school still has not hired a replacement. We were told Mr. Aughtman, a teacher at BEST, would be doing the data entry, however, student data entry was either not being done at all or not in a timely manner (ie, corrections for Survey 3 not received, students not being withdrawn who had transferred to one of our schools).

Annual Review Notes: 4/26/22 – Met with new principal Jamie Young. Jaime began in the role of principal on 4/25/22.

FTE Survey Certification documents - These were sent to Rosalyn and Mr. Nash in November, for Survey 2 and in March for Survey 3. Instructions are to sign, date, keep a copy for school records and submit a copy to our department for our records. 2021-22 Surveys 2 & 3 certifications were not signed by previous principal or designee so Patricia Laird, BEST Board member signed and dated them (4/26/22) while I was present for the annual review.

Attendance sheets for the 11 day FTE Attendance window– Survey 2 – Oct 1 – Oct 15, Survey 3 - January 28-February 11. The school provided "school created attendance sheets". I asked why teachers were not entering attendance in Skyward as directed. Jamie said she was told by a teacher that they turn in the 'school created sheets' for the secretary to enter – teachers are not entering attendance. I suggested to Jamie that the teachers enter their own attendance as they were directed. The 'school created attendance sheets for Survey 2 were missing one or more teacher signatures for the following dates of the 11 day window: 10/4, 5, 6, 7, 8, 11, 14. "School created attendance sheets for Survey 3 were missing one or more teacher signatures for the following dates of the 11 day window: 2/3, 4, 7, 8, 9, 10, 11

Equipment and trained personnel sufficient to fulfill data management requirements – When Patricia Laird ended the use of Frances to enter their student data, it was not being entered by anyone. As of the date of this annual review, they still had not hired anyone to replace Rosalyn who quit in early March. Jamie stated that in a conversation with Lisa Cropley, Lisa had informed Jamie that Frances had been doing the data entry for BEST for the 20-21 school year and cleaned up all data reporting for the school. Jamie stated that Lisa strongly suggested she hire Frances back to do all of the student data entry (this was done in the evenings and on weekends).

Daily-automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner – This was not being done after Patricia cut back and then ended Frances' involvement with student data.

I recommended the following to Jamie for the next school year:

1. Look into rehiring Frances on the same part time basis as before; (nights and weekends), to do all of their student data entry. It is important to get their data cleaned up and to be sure that it is all being entered, and entered correctly by someone with experience and knowledge of what needs to be done.

2. Teachers enter their own attendance in Skyward, verify them each grading period and utilize the attendance reports in Skyward to monitor student attendance. Discontinue the use of 'school created' attendance sheets.

3. Be sure all teachers are entering grades into their Skyward grade book. The district provides all schools with a report card schedule for each grading period, that includes when grades are being uploaded, verification dates, and when report cards are to be sent home.

4. Grades are uploaded from teacher Skyward grade books to the student's grade tab at the end of each grading period. Report cards print grades that are on each student's grade tab and not from a teacher's grade book, therefore, it is important for the principal to review all teacher grade change forms in Skyward, which are submitted by teachers after their grade entry window closes at the end of each grading period. Principal review and acceptance of teacher grade change requests will automatically change the grade on the student's grade tab and print the correct grade on the report card.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit Last visit 5/6/22

Please mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

FACILITIES/SAFETY AND SECURITY
District Contact: **Jill Renihan**

1. **Facilities**
   a. A copy of the initial Certificate of Occupation issued by the Code Enforcement Department is on file at the school and submitted to the District.
   Yes X No_____ N/A_____

   b. A copy of each annual fire safety inspection performed by the Fire Marshal is on file and submitted to the District.
   Yes X No_____ N/A_____

   c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the District.
   Yes X No_____ N/A_____

   d. A copy of the schedule for evacuations and fire drills for the school year as required by the Fire Marshal and the dates and comments of actual drills performed is on file.
   Yes X No_____ N/A_____

   e. A copy of the current building floor plan indicating all rooms, corridors, doors, windows and fire exits is on file. All rooms shall be labeled and a Fire Exiting Plan shall be indicated for each occupied space. Any time remodeling or renovation occurs an updated copy of the plan shall be available at the school.
   Yes X No_____ N/A_____

2. **Facilities/Safety and Security**
   a. The school meets monthly drill and reporting requirements.
   Yes X No_____ N/A_____ Dr. Nash was trained on CrisisGo and utilized the tool for drills and real-world emergencies. Since he has now left, the guardian, Mario Littman, has also been trained and has utilized the app for conducting drills.

   b. The school seeks, completes and uploads the Florida Safe Schools Assessment Tool before the deadline.
   Yes X No_____ N/A_____ Dr. Nash completed the assessment in a timely manner.

   c. The school uses a visitor management tool to screen visitors/volunteers.
   Yes_____ No X_____ N/A_____ The school has been provided access to Safe Visitor Solutions, but has almost never screened visitors in during the 21-22 school year.

   d. The school regularly participates in professional development related to safety and security.
   Yes X No_____ N/A_____

   e. The school has an established threat assessment team.
   Yes X No_____ N/A_____

   f. The school invites collaboration with HCSD and HCSO.
   Yes_____ No X N/A_____

Recommendations and/or Commendations: School leadership will strengthen the partnership with Office of Safe Schools and HCSO to enhance school safety for all staff, students and visitors

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: BEST Academy

Date of Visit: May 12, 2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

HUMAN RESOURCES
District Contact – **Ray Pinder/Alexis Brown**

1. **Security/Fingerprinting**
   a. All employees and board members have been fingerprinted and have FDLE background checks on file at the school.
   *Two Board Members were sent for fingerprints as they were not on file at the time of audit.
   Yes___X__ No_____ N/A_____

   b. A copy of the Drug-Free Workplace policy is on file.
   Yes___X__ No_____ N/A_____

   c. Employees are fingerprinted every five years and records are maintained in the database as required by FL Statutes 1012.32(3) and 1012.56(9).
   Yes___X__ No_____ N/A_____

2. **Recruitment/Hiring Procedures**
   a. Recruitment procedure is documented.
   Yes___X__ No_____ N/A_____

   b. Job descriptions are on file for all employees, including the principal/ director.
   Yes_____ **No___X__** N/A_____

   c. Procedures for hiring staff are approved by the governing board.
   Yes___X__ No_____ N/A_____

   d. An employee agreement/contract is on file for each employee, including the principal/director. Must include salaries, duties, and dates of employment.
   Yes___X__ No_____ N/A_____

   e. Teachers appointed/ assigned to teach out-of field are submitted for governing board approval; parent notification and other requirements are met.
   Yes__X___ No_____ N/A____

   f. Teachers appointed/assigned as qualified (expert in field), but not certified, are submitted for governing board approval and reflected in the board meeting minutes.
   Yes_____ No_____ **N/A___X__** *ESOL is the only area permitted OOF.

   g. Charter school policies define criteria and procedures for declaring an employee as qualified as an expert in the field (not certified) or as having subject area expertise (certified in another subject.)
   Yes_____ No_____ **N/A___X__**

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: BEST Academy

3. Certification

a. Teaching certificates are on file for all teachers.
Yes__X__ No_____ N/A_____

b. Documentation is present for teachers who are hired as qualified in accordance with Florida statute 1012.55, but is not a certified teacher. The documentation substantiates the expertise in the field of specialty, in accordance with board policy, and must be on file (college transcript, work experience verifications etc.).
Yes_____ No_____ **N/A__X___**

c. College transcripts are on file.
Yes___X__ No_____ N/A_____

d. Licenses of Speech/Language Pathologist, Physical Therapist or Occupational Therapist on file.
Yes_____ No_____ **N/A___X__**

e. Documentation of Highly Qualified for all core academic subjects is on file.
Yes__X___ No_____ N/A____

4. Personnel Files

a. Personnel files are kept locked and access is limited.
Yes_____ **No___X__** N/A_____

b. Personnel files contain the following information:
- Application
- Copy of driver license
- Social Security card
- Employment contract
- References
- Official transcripts
- Teaching certificate
- Evaluations
- Medical records
- I-9 form
- W-4 form
- Payroll deduction

Yes__X___ No_____ N/A_____

5. Staff Development

a. Training/staff development activities have been documented including topic, date, and list of participants.
Yes_____ No_____ N/A_____
*Not Evaluated by Human Resources; please confirm with Professional Development.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: BEST Academy

6. Staff Management

a. A complete list of charter school employees is available.
Yes__X___ No_____ N/A_____

b. Staff sign-in sheets for the current year are on file.
Yes___X__ No_____ N/A_____

c. All leave policies are on file.
Yes___X__ No_____ N/A_____

d. Records of leaves are on file.
Yes___X__ No_____ N/A_____

e. A staff handbook or policy manual, including personnel rules is provided to employees.
Yes__X___ No_____ N/A_____

*Staff handbook is available; however there must be an acknowledgement of review on file for each employee, each school year.

Recommendations and/or Commendations:

Please See Findings Summary

2021-2022 (BEST) Charter School Audit Findings

BEST Employee File Findings:

Jamie Young:

- File is complete

Tammy Owens:

- Acknowledgement of Staff Handbook for 20-21 School Year not in file
- 20-21 and 20-22 Evaluations are not yet public record

Joseph Aughtman:

- Acknowledgement of Staff Handbook for 20-21 School Year not in file
- 20-21 and 20-22 Evaluations are not yet public record

Catherine Wood:

- Acknowledgement of Staff Handbook for 20-21 School Year not in file
- 20-21 and 20-22 Evaluations are not yet public record

BEST – Findings: Additional Notes

- All job descriptions need to be placed on sites letter head & kept in a binder.
- A clear job description is needed for every job including instructional & non-instructional jobs.
- NO acknowledgments found for the 21-22 school year for Staff Handbook. (Acknowledgement should be signed each year and placed in the Personnel file)
- HCSD should be notified and should receive a copy of the board action when an employee is hired, returns, or separates from employer. (Intent to Return & Resignation/Retirements) ***Please provide board action documentation for the separation of Katie Frazier and Erin Brownell.** Going forward, all separations should be initiated in the electronic applicant system.
- The filing cabinet that holds all staff personal files is not a fire proof cabinet; this cabinet **NEEDS** to be locked and **NEEDS** to be fire proof.
- Evaluations for the current and last school year are not public record. For example, 20-21 and 21-22 evaluations should be kept separate (in fire proof cabinet) until the 22-23 evaluations are complete. Then the 20-21 evaluation would be placed in each employee file, while the 21-22 and 22-23 would remain in the designated cabinet.

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: April 22, 2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

TRANSPORTATION
District Contact – **Ralph Leath**

1. **Transportation**
   a. Information relevant to all students transported by school bus is on file.
   Yes __x__ No_____ N/A_____

   b. Contract information relevant to any situation where a parent or other driver is contracting to provide transportation services.
   Yes __X__ No_____ N/A_____

   c. Evidence on file that any vehicle owned or leased by the school and used to transport students is certified and properly insured. If it is a bus, evidence of driver certification is required.
   Yes __X__ No_____ N/A_____

   d. Copy of the contract for student transportation is on file.

   Yes __X__ No_____ N/A _____

   Recommendations and/or Commendations:

HERNANDO COUNTY SCHOOL DISTRICT
Charter School Monitoring Review Instrument: B.E.S.T Academy

Date of Visit: May 26, 2022

Pease mark each area Yes, No or N/A
Yes- Appropriate information and/or evidence of documentation are in place.
No- Necessary information and/or evidence of documentation is incomplete or not in place
N/A- Not applicable

CURRICULUM
District Contact –**John Morris & Michelle Barash**

1. Curriculum, Instruction and Assessment

a. Documentation of teacher use of curriculum based on the LAFS/MAFS/BEST Standards and Next Generation Sunshine State Standards, and all instructional activities are aligned to the LAFS/MAFS/BEST Standards and Next Generation Sunshine State Standards.

Yes X No_____ N/A_____

b. Curriculum texts and instructional materials meet the overall charter school goals.
Yes X No_____ N/A_____

c. Evidence of compliance in the following areas
- Students participate in all age appropriate district and state assessment and results are reported to parents/ guardians.
- Procedures are in place to report student grades and progress to parents/ guardians.
- Students performing below grade level in reading, writing or mathematics are identified and provided remedial instruction documented in AIPs.
- Procedures are in place for promotion, remediation and retention of students.

Yes X No_____ N/A_____

d. A student evaluation process is in place at all grade levels which assess students periodically throughout the year in at least reading, writing and mathematics. Pretest or baseline information level information is on file and post measures are used.
Yes X No_____ N/A_____

e. Evidence of compliance with State of Florida graduation requirements is available.
Yes _____ No_____ N/A X

f. Evidence of compliance with the approved District Reading Plan is available.
Yes X No_____ N/A_____

Recommendations and/or Commendations:

School is going to update ELA and Math curriculum. Will meet with Mrs. Young when scores are in to plan intensive remediation.

Friday, September 23, 2022 11:26:56 AM

From: **Dawn Williams**

Subject: Charter Schools Annual Reviews

To: School Board, John Stratton, Heather Martin, Gina Michalicka, Lisa Cropley

Attachments:
BEST Annual Review.pdf / Adobe Acrobat Document (5.5M)
GCES Annual Review.pdf / Adobe Acrobat Document (3.9M)
GCA Annual Review.pdf / Adobe Acrobat Document (5M)

MEMORANDUM

To: Hernando County School Board Chair and Board Members

From: Dawn Williams, Supervisor of School Choice

Date: September 23, 2022

Re: 2021-2022 Annual Review of Charter Schools – Brooksville Engineering Science and Technology Academy, Gulf Coast Elementary School, and Gulf Coast Academy

Attached are the **2021-2022** Annual Reviews for BEST, GCES, and GCA that were conducted by various departments/divisions. I am providing a copy of these documents to each School Board Member as part of the requirements under current School Board Policy (9800 Charter Schools). The purpose of the annual review is to determine charter compliance.

While there were areas of concerns and departmental recommendations shared with all three schools, there was not anything egregious enough to warrant non-compliance of any of the school's charters. The areas of concern noted on the reviews will continue to be closely monitored throughout the 2022-2023 school year.

Brooksville Engineering Science and Technology Academy, Gulf Coast Elementary School, and Gulf Coast Academy are in compliance with the terms of their charters.

No formal workshop or agenda item is required. These annual reports are being provided to you for your information.

Please contact me at extension 448 if you have any questions. Thank you.

Dawn Williams

Supervisor of School Choice
Phone: (352) 797-7000 Extension 448
Fax: (352) 797-7151
Direct (internal)# 870-448
www.hernandoschools.org
Follow us on Facebook: @HCSDchoice
Tweet with us: @hcsdchoice

Hernando School District is Hiring! Find a list of current openings and your next steps here:
http://hcsd.hernando-county-school-district.campussuite.site/departments/hr/welcome



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.

BROOKSVILLE ENGINEERING, SCIENCE, AND TECHNOLOGY ACADEMY (B.E.S.T.) CHARTER RENEWAL APPLICATION

CURRENT CHARTER CONTRACT EXPIRATION: JUNE 30, 2023

School Contact:

Jamie Young

Principal

352-544-2373

young@flbestacademy.org

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TRANSMITTAL COVER SHEET

The Transmittal Cover sheet should be inserted in the front of the renewal binder.

Name of Charter School: Brooksville Engineering Science and Technology Academy

School Board Certification Statement:

I hereby certify that the information submitted in this Charter Renewal is true to the B.E.S.T. of my knowledge and belief; that the school's board of directors has reviewed the application; and that the school shall be operated in a manner consistent with the description outlined in the charter renewal.

Signature of Chair/President of the Board of Directors:



Print Name: Patricia Laird, Board Chair

Date: December 12, 2022

CHARTER SCHOOL CONTACT INFORMATION:

Contact Name: Jamie Young

Title: Principal

Mailing Address: 835 School Street Brooksville, FL 34601

Telephone: 352-544-2373

E-mail: young@flbestacademy.org

SCHOOL SUMMARY:

Grades to be served during the term of the new Charter: 6th -8th grade

Total proposed student enrollment:

Year 1: 125

Year 2: 125

Year 3: 125

Year 4: 150

Year 5: 150

Year 10: 250

Year 15: 300

SCHOOL ADMINISTRATORS

Requested Data	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
School Administrator	**Andre Buford**	**Andre Buford**	**Andre Buford**	**Andre Buford/ Viennesse Black**	**Dr. Chauncey Nash-Aug '21-Feb '22** **Jamie Young Apr '22-Current**

BOARD OF DIRECTORS

2021-2022	Name:	Office held:	Community Member or Parent?
	Patricia Laird	Board Chair	Parent
	Rhonda Neinhuis (Resigned Oct)	Vice Chair	Community Member
	Jason Kahler (Resigned Feb)	Secretary	Community Member
	Fairella Cook	Member	Community Member
	Marvin Gordon	Vice Chair	Community Member
	Tiffany Hoblit	Secretary	Community Member

2020-2021	Name:	Office held:	Community Member or Parent?
	Viennessee Black	Board Chair	Community Member
	Patricia Laird	Vice Chair	Parent
	Fairella Cook	Member	Community Member
	Tracy Ramsey	Secretary	Community Member
	Lonnie Trenton	Member	Community Member

2019-2020	Name:	Office held:	Community Member or Parent?
	Viennesse Black	Board Chair	Community Member
	Patricia Laird	Vice Chair	Community Member
	Diana Childers	Secretary	Community Member
	Fairella Cook	Member	Community Member
	Lonnie Trenton	Member	Community Member

2018-2019	Name:	Office held:	Community Member or Parent?
	Viennesse Black	Board Chair	Community Member
	Patricia Laird	Vice Chair	Community Member
	Ruby Hart	Member	Community Member
	Diana Childers	Secretary	Community Member
	Ann-Gayle Ellis	Member	Community Member

2017-2018	Name:	Office held:	Community Member or Parent?
	Viennesse Black	Board Chair	Community Member
	Patricia Laird	Vice Chair	Community Member
	Ruby Hart	Member	Community Member
	Diana Childers	Secretary	Community Member

SECTION 1. HAS THE SCHOOL BEEN SUCCESSFUL IN INCREASING STUDENT ACHIEVEMENT?

1.a Did the school make progress in meeting its established educational goals during the term of the charter?

Brooksville Engineering, Science, and Technology Academy has made progress toward its established educational goals during the term of its charter. This is evident in the standardized testing data and school grade earned over the last five years. Over the last 3 years, B.E.S.T. has experienced a great deal of staff and administrative turnover that has impacted some areas of student performance and enrollment. Yet, the overall student performance data showed the school improved its' grade from a C and then maintained a school grade of B, exceeding state and district data in some instances. Please see Exhibits 1 and 2.

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Grade levels served	6-8th grade	6-8th grade	6-8th grade	6-8th grade	6-8th grade
School Grade	**C**	**B**	**N/A**	**N/A**	**B**

The factors that lead to this performance can only be described as evident in the data used to measure student performance. There are specific programs like IXL and teacher generated materials still available on Moodle that I am certain contributed to the academic success of the program over the course of the schools charter, but the absence of staff and supporting documents leave this question difficult to elaborate on further. Specific information regarding instruction and general practice at B.E.S.T. Academy prior to Spring of 2021/2022 school year

are somewhat fragmented due to turnover of staff and administration. At the end of the 2021/2022 school year only two staff members remained from the instructional staff as well as the Education Beyond the Classroom Coordinator. Currently, there are no returning staff members to share details regarding the organizational strengths and/or weaknesses of the academic program from the last 5 years.

1.b Did the charter school meet statewide accountability requirements (no Corrective Action Plan or School Improvement Plan under F.A.C.6A-1.099827)?

Brooksville Engineering, Science, and Technology Academy did meet statewide accountability requirements during the term of the charter. No Corrective Action Plans or School Improvement Plans under F.A. C.-1.099827 were required.

1.c. Did the percent of students who were proficient or higher on the FSA ELA Reading, ELA Writing, FSA math and NGSSS science meet or exceed the state and district average?

In the beginning of the 5 year period, 2017/18 school year, B.E.S.T. earned a school grade of a C. ELA Proficiency was below the district and state proficiency, Math proficiency was above the district and state levels, and NGSSS was also below district and state proficiency.

In the 2018/2019 school year, B.E.S.T. ELA had improved to 10 points above the district's proficiency average and 7 points above the state for proficiency. In math we saw and maintained proficiency and surpassed the district and state. Science showed significant improvement with a 19 point increase and 10 point gain over the district and state proficiency. At this time B.E.S.T. earned a school score of a B.

2019/2020 B.E.S.T. No proficiency data was available due to pandemic.

In 2020/2021, following the pandemic school year, B.E.S.T. had a significant drop in ELA Proficiency and was well under the state and district average. Math data showed a significant dip as well, B.E.S.T. was below the district and state proficiency level. Science showed a small drop but B.E.S.T. was well above the district and state data. B.E.S.T. chose to opt out of a school grade, therefore a score of N/A was given..

In the 2021/2022 school year, B.E.S.T. data showed the school grade of B was maintained. ELA proficiency was higher than the district and on track with state proficiency. Math showed significant gains and was well above district and state proficiency. In Science we saw a significant drop in performance and were below the district and state proficiency This data we believe was due to having a long term substitute in the classroom for all grades. Please see Exhibits 1 and 2 that follow this section for data charts.

1.d. Did the percentage of students who were proficient or higher in reading, writing, math and science meet or exceed that of similar district schools?

The yellow highlighted areas show where B.E.S.T. Academy did meet or exceed proficiency in reading, writing, math, and science of district schools.

(Please see Exhibits 1 and 2 on pages 10-12 for Comparison Data)

1.e. Identification of the school's goals for the term of the charter.

Did the school meet its student achievement objective each year? If the school did not meet its objectives and explanation as to why and what the school will do differently in the future to help ensure that the goals will be met.

As stated previously, the factors that lead to the school's performance can only be described as evident in the data used to measure student performance. There are specific programs like IXL and teacher generated materials still available on Moddle that I am certain contributed to the academic success of the over the course of the schools charter, but the absence of staff and supporting documents leave this question difficult to elaborate on further. Specific information regarding instruction and general practice at B.E.S.T. Academy prior to Spring of 2021/2022 school year are somewhat fragmented due to turnover of staff and administration.

1.f. Over the term of the charter, was the school's educational program and design aligned with the mission and guiding principles of the school?

B.E.S.T. has continuously been guided by its original charter application and mission. B.E.S.T. has maintained its core curriculum classes along with electives in technology and the Spanish language. The Education Beyond the Classroom program has been in effect from the inception of the school, allowing all students to complement classroom learning with hands-on field activities. B.E.S.T. has been challenged at times to maintain an advanced curriculum due to lower student achievement, but was able to strengthen those achievement levels and reimplement more challenging curriculum.

Exhibit 1: Progress toward meeting Stated Academic Goals and Objectives

(Last 5 years in term of Charter)

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Grade levels served	6-8th grade	6-8th grade	6-8th grade	6-8th grade	6-8th grade
School Accountability Grade	**C**	**B**	**N/A**	**N/A**	**B**
Grades represented for data collection	6-8th grade	6-8th grade	6-8th grade	6-8th grade	6-8th grade
Stated Goals and Objectives – ELA (% proficient)					
FSA ELA – School (%Proficient)	**47**	**64**	N/A	**41**	**53**
FSA ELA – District (% Proficient)	**54**	**54**	N/A	**50**	**49**
FSA ELA – State (% Proficient)	55.9	57	N/A	52.8	53.1
Goal Met (Yes or No)	No	Yes	N/A	No	Yes
Stated Goals and Objectives – Math (%Proficient)					
FSA Mathematics – School (% Proficient)	**60**	**60**	N/A	**42**	**65**
FSA Mathematics – District (% Proficient)	**59**	**59**	N/A	**50**	**51**
FSA Mathematics – State (% Proficient)	59	59.6	N/A	48.4	53.1
Goal Met (Yes or No)	Yes	Yes	N/A	No	Yes
Stated Goals and Objectives – Science (%Proficient)			N/A		
Science – School (% Proficient)	**50**	**69**	N/A	**65**	**32**
Science – District (% Proficient)	**58**	**60**	N/A	**53**	**51**
Science – State (% Proficient)	58.7	57.8	N/A	52.1	52.7
Goal Met (Yes or No)	No	Yes	N/A	Yes	No

Exhibit 2: Accountability by Category and Subgroups
(Last 5 years in term of Charter)

Category	2017-2018	2018-2019	2019-2020	2020-2021	2021-2020
Grade levels served	**6-8th grade**	**6-8th grade**	**6-8th grade**	**6-8th grade**	**6-8th grade**
School Grade	**C**	**B**	N/A	N/A	**B**
FSA ELA Proficiency – **School**	**47**	**64**	N/A	**41**	**53**
FSA ELA Proficiency - **District**	**54**	**54**	N/A	**50**	**49**
FSA ELA Proficiency – **State (use edstats.fldoe.org)**	55.9	57	N/A	52.8	53.1
FSA Mathematics Proficiency – **School**	**60**	**60**	N/A	**42**	**65**
FSA Mathematics Proficiency – **District**	**59**	**59**	N/A	**50**	**51**
FSA Mathematics Proficiency – **State (use edstats.fldoe.org)**	59	59.6	N/A	48.4	53.1
Science Proficiency – **School**	**50**	**69**	N/A	**65**	**32**
Science Proficiency – **District**	**58**	**60**	N/A	**53**	**51**
Science Proficiency – **State (use edstats.fldoe.org)**	58.7	57.8	N/A	52.1	52.7
FSA Math Learning Gains Lowest 25% - **School**	52	42	N/A	39	39
FSA Math Learning Gains Lowest 25% - **District**	48	45	N/A	39	49
FSA Math Learning Gains Lowest 25% - **State**	44.7	45.2	N/A	32.8	49.2
FSA Math Learning Gains- **School**	54	46	N/A	39	78
FSA Math Learning Gains – **District**	55	55	N/A	42	53
FSA Math Learning Gains - **State**	56.5	57.7	N/A	38.6	58.2

Continued on next page

Category	2017-2018	2018-2019	2019-2020	2020-2021	2021-2020
FSA ELA Learning Gains Lowest 25% - **District**	43	44	N/A	38	42
FSA ELA Learning Gains Lowest 25% - **School**	31	46	N/A	25	42
FSA ELA Learning Gains Lowest 25% - **State**	43.6	44.6	N/A	36.2	41
FSA ELA Learning Gains – **School**	49	55	N/A	37	50
FSA ELA Learning Gains – **District**	51	52	N/A	46	49
FSA ELA Learning Gains - **State**	54.1	55.3	N/A	48.9	53.4

Section 2. IS THE SCHOOL AN EFFECTIVE, VIABLE ORGANIZATION?

FINANACIAL PERFORMANCE

*2.a. **Has the school competently and effectively managed its finances?***

Overall the B.E.S.T. Academy Board has not only maintained, but strengthened the financial position of the school since the last charter renewal. As B.E.S.T. has paid off debts, turning liabilities into assets, the financial position has strengthened as can be seen on the bottom line of our balance sheets for school years ending 2021 and 2022. Two school years (2019 and 2020) show a deficit due, in part, to new security legislation enacted by the State requiring a security officer be present on all school campuses. This required B.E.S.T. to initially hire a Hernando County Sheriff's Deputy at $85,000 a year, an amount that B.E.S.T. received little additional funding for. During the same period, B.E.S.T. was overstaffed in the office and therefore reconfigured the office positions over those two school years. For the 2021 school year, B.E.S.T. again showed a positive income. Even during the 2 years of a deficit budget, B.E.S.T. maintained a reserve fund that was substantially higher than the States required minimum. At the present time, B.E.S.T. has liquid assets in excess of 25% of the current budget and overall assets exceed that. B.E.S.T. has had no findings from external, annual audits in the school's 9 year history and are in a strong financial position moving into the next charter term. Please see Appendix No.10

2.b. Describe the school's financial management system and staffing arrangement for financial management and reporting.

The school follows the State school accounting policy, Red Book, and utilizes the Quickbooks bookkeeping software for financial management. B.E.S.T. has utilized a combination of internal staff and an external CPA to maintain the school's finances. When there was no internal accounting employee, the bookkeeping was maintained by staff at the CPA office. Financial reports are then prepared at the end of each month for presentation, review, and approval by the B.E.S.T. Academy Board of Directors. B.E.S.T. follows similar financial management policies to the Hernando County School district.

2.c. Describe the school's success in achieving a balanced budget during the last five years of the contract period.

Aside from the initial 2 years the new security legislation was implemented, and further recognizing the office staff needed to be reconfigured, B.E.S.T. has successfully achieved a positive income for each year. B.E.S.T. has added to the reserve fund each year.

2.d. Describe the school's plan for financial management and oversight for the term of the <u>new</u> charter.

The school's financial management will continue to follow the States Redbook requirement. The school's overall budget will continue to be prepared by finance staff along with the principal, then presented to the school board for input, amendments, and final approval. Day to day finances will continue to be managed by either an internal financial staff member or an

external bookkeeper. Monthly financial reports will continue to be prepared and presented to the B.E.S.T. School Board for review and approval.

2.e. ***Provide projected budgets, estimated revenues and expenditures, and projected cash flow for the next five years of the charter renewal.***

Please see Appendix No. 11

GOVERNANCE

2.f ***Describe how the school has been effectively governed.***

The B.E.S.T. Academy governing board is currently comprised of 4 board members. Patricia Laird, the current board chair, is a successful Brooksville business owner. She brings insight into marketing, finance, and community engagement among other skills. She has been with B.E.S.T. Academy since it opened and has had two students attend B.E.S.T.. She regularly volunteers in any needed capacity at the school. The Vice Chair, Marvin Gordon, is a 45 year veteran of the Hernando County School System, including many years as a school principal. Mr. Gordon shares his expertise in many areas including administrative leadership and overall school management. The Board Secretary, Tiffany Hoblit, who has also had a student attend B.E.S.T., is a current teacher in Hernando County School's Discover Academy, and a leader in the agricultural community of Hernando County. Tiffany was also a very involved parent becoming familiar with the school's programs while her child attended B.E.S.T.. Fairella Cook is a retired teacher who brings expertise regarding many areas involving students, classroom management, and curriculum. The board represents a diversity of members from both within and outside of education who each contribute valuable skills to the management of the school.

Board meetings are held monthly. Each agenda item is presented, questions asked, discussed, and voted on. The official meeting minutes reflect the agenda topics, discussion, and final votes. Each meeting the principal provides a report to the board including activities that are taking place at the school. Board members are encouraged and do attend various school functions as well as random visits to the school. Upon being voted onto the board, all board members are either emailed digital copies or provided with printed copies of the governing documents of the school including the charter, amendments, articles of incorporation, by-laws, school policies, etc. The board is systematically reviewing and amending these documents.

Section: 3 COMPLIANCE & FAITHFULNESS TO THE TERMS OF THE CONTRACT AND APPLICABLE LAW

3.a School Enrollment Process

Please describe how the school has established a fair and appropriate pupil enrollment process. Include a copy of your lottery and enrollment policies and procedures for the past five years. The Sponsor will review the approved application on file.

The school process for enrollment is to complete an application by downloading the B.E.S.T. application from the website at flbestacademy.org or obtain an application at the school located at 835 School Street, Brooksville, FL 34601. Upon completion, applicants may email and/or deliver the application to the school site. Current applications are time stamped and checked for accuracy specific to items needed for registration by our contracted district data entry staff. B.E.S.T.'s process utilizes district forms for registration.

B.E.S.T. Academy advertises each year for applicants for the new school year. A lottery date is established for the spring as well as a deadline for applications. Typically applications are accepted up to the established deadline in the spring. The lottery is then held and students who have submitted completed application packages are included in the lottery.

Due to a decline in enrollment over the past 3 years, there has not been a need for a lottery to select students. When student applications exceed available spots, a list of all incoming student names is compiled and randomized. A random number generator is then used to draw numbers equal to the number of available spots. Those numbers are then matched with the student list of names and parents notified of lottery acceptance. An except from the original charter contract on this policy follows.

"**18. Enrollment Process.**

18.1. The Operator shall enroll any eligible student who submits a timely application, except that if the number of applications exceeds the capacity of a program, class, grade level, or the building, applicants shall be chosen for admission based on a random lottery guided by applicable law. The Operator must abide by any desegregation court orders.

18.1.1. Enrollment Process: The Charter School agrees to publicize in major local newspapers and other media the opening of the registration period each year it is in operation. The Charter School agrees to enroll an eligible student by accepting a timely application during the registration period. Selection can occur only after the registration period and all timely applications have been received. If the number of applications exceeds the capacity of a program, class, grade level, or building as set forth in Appendix 1, selection is determined through a random lottery process designed to be inclusive. Limits can not be set to

include/exclude certain populations of students (i.e. 15% ESE). Applicants who submit a timely application or are selected through the lottery process must be enrolled in the Charter School Preference may be given to siblings of students enrolled in the School, children of staff, or of the Board of Directors. Applicants on a waiting list, after the first year the school is in operation, will be put in a lottery along with other applicants that apply during that year's open enrollment period and all will have an equal opportunity of being selected. This is an annual process with the waiting list being valid for one school year only.

18.2. Pursuant to §1002.33(10)(d), Florida Statutes, the charter operator may give enrollment preference to siblings of a student enrolled, to the child of an employee of the School, or to the child of a member of the governing board of the School. If receiving federal start up funds through the Charter Schools Program (CSP) grant, the Operator must comply with the federal regulations regarding enrollment preference as described in Title V, Part B Non-Regulatory Guidance.

18.3 A Charter Operator may elect to administer Eligibility Standards as part of the enrollment process. Eligibility Standards must be presented in the original charter application approved by the Sponsor and align with the mission and educational philosophy of the school. Pursuant to §1002.33(10)(e) (5), such standards shall be in accordance with state law and may not discriminate against otherwise qualified individuals.

18.3.1. The Charter School may limit the enrollment process only to the target student populations as set forth by §1002.33(10) (e), Florida Statutes. The Charter School shall comply with §1003.22, Florida Statutes, and other applicable statutes concerning school entry health examinations and immunizations.

18.4. The Operator's admissions policies shall be non-sectarian and the Operator shall adopt a non-discrimination policy prohibiting discrimination based on race, religion gender, or physical disability.

18.4.1. The Charter School shall adopt and implement a non-discriminatory policy regarding the placement, assessment, identification, and selection of students with disabilities who are served in Exceptional Student Education ("ESE") programs and students who are served in English for Speakers of Other Languages ("ESOL") programs. The Charter School shall not violate the anti-discrimination provisions of §1000.05, Florida Statutes.

18.5. The Operator shall include in its admission policy provisions for students residing in neighboring counties that have inter-district agreement provisions under §1002.33(10)(a), Florida Statutes, or as currently allowed between the Sponsor's city or county and the neighboring counties' School Boards.

18.5.1. Any student residing in the Hernando County School District and surrounding region is eligible for admission to the Charter School. The Charter School agrees to enroll an eligible student by accepting a timely application unless the number of applications exceeds the capacity of a program, class, grade level, or building as agreed to in Appendix 1. In such case, all applicants shall have an equal chance of being admitted through a random selection process."

3.b Services for Students with Special Education Needs

Explain how the school has fulfilled its legal obligations related to access and services to students with disabilities, including students with a 504 Plan. Include information regarding special education staffing, the percentage of students receiving special education and 504 services, and the number of special education students who have left your school and their reason for leaving.

Specific information regarding instruction and general practice at B.E.S.T. Academy prior to Spring of 2021/2022 school year are somewhat fragmented due to turnover of staff and administration. However, based on state accountability logs from previous years, individual Education Plans and 504 plans currently on campus, compliance was maintained. Currently, B.E.S.T. Academy works closely with district staff to fulfill all legal obligations as it relates to access and services for students with disabilities, including students with 504 plans. Please see Exhibit 3 following.

Exhibit 3. Special Education Staffing/ Enrollment

SCH YR	TOTAL ENRL SVY 2	TOTAL ENRL CHG FR PRIOR SCH YR SVY 2	PERCENT OF SWD (ESE)	PERCENT OF ELL	PERCENT OF MINORITY	PERCENT OF FRL	TOTAL # TCHRS
17-18	129	-5	3.87	0	31.78	100 - CEP	7
18-19	113	-16	3.53	0	33.62	100 - CEP	7
19-20	89	-24	4.49	0	37.07	100 - CEP	7
20-21	93	4	11.82	0	40.86	100 - CEP	7
21-22	72	-21	9.72	0	38.88	100 - CEP	6

Explain how the school has utilized the Multi-Tiered System of Support/Response to intervention process.

Specific information regarding instruction and general practice at B.E.S.T. Academy prior to Spring of 2021/2022 school year are somewhat fragmented due to turnover of staff and administration.

Currently, B.E.S.T. Academy participates in the M.T.S.S. Meetings at the district level and utilizes Hernando County's MTSS Flowchart. All students have been identified and placed in tiered intervention groups based on FSA Data and PM1. All classes have been built to address needs in Math and reading based on that data. Daily for 30 minutes students receive remediation in Critical Thinking classes to address school wide areas of academic concern related to math and ELA. Three times per week students receive IXL instruction through Technology to address individual remediation and/or acceleration instruction. These groups are fluid and all students requiring ESE services are with an ESE certified teacher and a support teacher. Progress toward student and school wide goals is incentivized with rewards and competition. Classes can and are changed based on student need and progress. See Appendix 12 for data.

3.c Services for English Language Learners

Explain how the school has fulfilled its legal obligation related to access and services to English Language Learners. Describe the steps the school undertakes to provide support to students who are limited English proficient.

In previous years, there have been no students who have received ELL services per district data. B.E.S.T. Academy currently utilizes district registration forms and procedures for

enrollment to ensure English Language Learners are Identified upon entry. District ESOL Lead currently provides support if we have questions or need guidance. See Exhibit 4 that follows.

Exhibit 4: Statistical Overview of Student Enrollment – Last Five Years in term of Charter

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Total Student Enrollment (Oct Survey 2)	129	113	89	93	72
Total Enrollment Change from Prior school year (Oct Survey 2)	-5	-16	-24	4	-21
Student enrollment capacity designated in charter contract	132	132	132	132	132
Percent of Total Student Enrollment Capacity out of Enrollment Capacity designated in contract	98%	86%	67%	70%	55%
Student enrollment capacity of building	132	132	132	132	132
Percent of Total Student Enrollment Capacity out of Enrollment Capacity of building	98%	86%	67%	70%	55%
Lottery applications (previous Spring)	Unknown	Unknown	Unknown	Unknown	Unknown
Percent of SWD	3.87	3.53	4.49	11.82	9.72
Percent of ELLs	0	0	0	0	0
Percent of Minority	31.78	33.62	37.07	40.86	38.88
Percent of FRL	N/A	N/A	N/A	N/A	N/A
Total number of teachers	7	7	7	7	6

Statistical Overview of Projected Student Enrollment-Five Year Charter (2023-2028)

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Student Enrollment Capacity	132	132	132	132	132
Budgeted Enrollment	125	125	125	150	150
Total Instructional Classrooms	7	7	7	8	8

3.d Student Discipline

Specific information regarding instruction and general practice at B.E.S.T. Academy prior to Spring of 2021/2022 school year are somewhat fragmented due to turnover of staff and administration. Attached you will find the discipline data from previous years that indicates very few disciplines were reported to district staff over the term of the charter.

However, B.E.S.T Academy adopted the Hernando County School Boards Student Handbook prior to the 2021/2022 school year. B.E.S.T. currently utilizes the discipline forms provided by the district and correlates to the Student Handbook. Attached you will find the current data that has been reported this year, 14 days of OSS have been assigned to date in the 2022/23 school year. In an effort to reduce missed instruction B.E.S.T. utilizes loss of privilege and lunch detention as alternatives to out of school suspension. See Exhibit 3 and 5 that follow.

Exhibit 3. Special Education Staffing/ Enrollment

SCH YR	TOTAL ENRL SVY 2	TOTAL ENRL CHG FR PRIOR SCH YR SVY 2	PERCENT OF SWD (ESE)	PERCENT OF ELL	PERCENT OF MINORITY	PERCENT OF FRL	TOTAL # TCHRS
17-18	129	-5	3.87	0	31.78	100 - CEP	7
18-19	113	-16	3.53	0	33.62	100 - CEP	7
19-20	89	-24	4.49	0	37.07	100 - CEP	7
20-21	93	4	11.82	0	40.86	100 - CEP	7
21-22	72	-21	9.72	0	38.88	100 - CEP	6

Exhibit 5. Enrollment and Discipline Data 2017/18-2021/2022

SCH YR	TOTAL ENRL	TOTAL ESE	TOTAL 504	TOTAL ELL	# ESE OR 504 WHO WD FROM THE SCHOOL & REASON	TOTAL ISS - LAST 3 SCHL YRS	TOTAL OSS - LAST 3 SCHL YRS
17-18	129	5	15	0	1 - 504 STDT LEFT IN AUG OF THE 17-18 SCHL YR TO GO TO ANOTHER FL DIST. 5 - 504 STDTS LEFT END OF SCHOOL YEAR DUE TO PROMOTION TO 9TH GRADE. 1 - ESE STDT LEFT END OF SCHOOL YEAR DUE TO PROMOTION TO 9TH GRADE.	xxxxxxxx	xxxxxxxx
18-19	113	4	9	0	0	xxxxxxxx	xxxxxxxx
19-20	89	4	10	0	2 - 504 STDTS LEFT AT END OF SCHOOL YEAR DUE TO PROMOTION TO 9TH GRADE.	0	0
20-21	93	11	8	0	2 - 504 STDTS LEFT AT END OF SCHOOL YEAR DUE TO PROMOTION TO 9TH GRADE.	0	2
21-22	74	7	6	0		0	0

3.e ***Compliance with the Florida statutes related to Student with Reading Deficiencies and student progress.***

Specific information regarding instruction and general practice at B.E.S.T. Academy prior to Spring of 2021/2022 school year are somewhat fragmented due to turnover of staff and administration. When the current administration was placed in the Spring of 2021/21 school year, after school "clinics" were held daily to remediate, tutor, and provide additional support in Math and ELA. These clinics took place on campus and were provided by a certified teacher no longer at B.E.S.T. Academy. These clinics were scheduled regularly and documented with sign in sheets tracked for payroll and considered SAI approved activities.

Currently, B.E.S.T. Academy participates in the M.T.S.S. Meetings at the district level and utilizes Hernando County's MTSS Flowchart. All students have been identified and placed in tiered intervention groups based on FSA Data and PM1. All academic classes have been built to address deficiencies in math and reading based on data. Daily for 30 minutes students receive remediation in Critical Thinking classes to address school wide areas of academic concern related to math and ELA. Three times per week students receive IXL instruction through Technology to address individual remediation and/or acceleration instruction. These groups are fluid and all students requiring ESE services are with an ESE certified teacher and a support teacher. Progress toward student and school wide goals is incentivized with rewards and competition. Classes can and are changed based on student need and progress.

3.f ***Provide evidence of professional development activities supported by the school over the past three years of the current charter.***

Teacher Professional Development Plan

B.E.S.T. staff utilizes professional development through the Hernando County School TRACK System. Due to the small number of instructional staff and the individual needs of staff based on content area, utilizing district opportunities fiscally makes more sense.

All Instructional staff are new to B.E.S.T. this school year, therefore, observations and walkthrough data have been utilized to address individual needs and professional development recommendations are ongoing . A District Coach is assigned to charters and a plan to address staff needs has been discussed with our assigned coach. A plan is underway to provide professional development on the State's revised B.E.S.T. standards and coaching on lesson planning. One out-of-field staff member has been assigned a district mentor to provide support with lesson planning. A big focus for professional development this year has been on the utilization of our Vivi Program, Mental, Health, and Safety Training. Creating a baseline for expectation on all aspects of safety has been a priority.

Section 4: LEGAL

Provide information concerning any and all pending and threatened legal actions involving the school, including an estimate of potential exposure.

There are currently no pending or threatened legal actions involving B.E.S.T. Academy and therefore no expected exposures.

1 Education Plan

2 Board Members

3 Articles and By-Laws

4 Mission Statement

5 Fiscal Policies and Procedures

6 Policies and Procedures

7 Organization Chart

8 Staff Plan

9 5 Year Strategic Plan

10 Spending Reports

11 5 Year Budget Projections

12 MTSS Data and Critical Thinking

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APPENDIX 1

EDUCATIONAL PLAN AND CURRICULUM FRAMEWORK

(Excerpt from the original Charter)

"24. Curriculum

24.1 The Operator agrees to implement its educational and related programs as specified in the Operators approved application setting forth the Operator's curriculum, the instructional methods, and any distinctive instructional techniques the Operator intends to use.

24.2 The curriculum established by the Operator shall focus on reading and be aligned to satisfy the requirements of the sunshine state standards and grounded in scientifically based reading research, § 1002. 33(7)(a)(2), Florida statutes.

24.3 The Operator shall notify the sponsor of any material change in its curriculum subsequent to the date of this Charter. Any material changes must comply with State law and be approved by the Sponsor, in writing, before those changes are implemented.

24.4 No sectarian educational resources shall be used and the curriculum shall be secular in nature.

25. Academic Accountability

25.1 The Operator shall pursue and make progress toward the achievement of the goals, objectives, and people performance standards set forth in an Accountability Plan mutually agreed to by the Sponsor and the Operator. A copy of the Accountability plan is attached as Appendix 2 and is incorporated herein by reference.

25.2 The Accountability Plan shall set forth the academic and student performance goals that the Operator is expected to achieve, along with the specific evaluative criteria upon which the Sponsor will judge the Operator's performance.

25.3 The Operator shall establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used. The baseline shall be established according to the description provided in the Accountability Plan.

25.4 The Operator shall be accountable to the sponsor for making progress toward achieving the goals and standards set forth in the Accountability Plan.

25.5 The Operator will be held accountable for meeting the State's student performance requirements as determined by applicable State laws and regulations regardless of whether those requirements are incorporated into the Accountability Plan.

25.6 The Parties agree that the Accountability Plan is subject to change to comply with any new Federal or State requirements. Such changes may require amendments to this Charter.

25.7 The Operator shall administer such standardized assessments as are required by State law.

25.8 The Operator shall comply with the state graduation requirements as provided in §1003.43, 1003.428, and 1003.438, Florida Statutes.

25.9 In addition to the foregoing, the Operator shall grant reasonable access to, and cooperate with the Sponsor, its officers, employees and other agents, including allowing site visits by the Sponsor, its officers, employees and other agents, for the purpose of allowing the Sponsor to fully evaluate the operations and performance of the Charter school. When possible, the Sponsor shall provide the Operator with 24 hours advance notice of any formal evaluation site visits."

Current Education Plan and Curriculum Framework

As of the 2022/2023 School Year

The Educational Plan and Framework Outlined in the original charter have been adhered to and model in theory the original plan outlined in the Charter Applications.

Any changes in the original Charter Plan and Framework have been due to changes in State Statute.

24.2 The curriculum established by the Operator shall focus on reading and be aligned to satisfy the requirements of the sunshine state standards and grounded in scientifically based reading research, § 1002. 33(7)(a)(2), Florida statutes*.

*** Amended to reflect the State of Florida's BEST Standards.**

I. EDUCATIONAL PLAN

1. Mission, Guiding Principles and Purpose

A. Mission Statement

Brooksville Engineering, Science & Technology Academy, a Public School Choice opportunity, is committed to providing a quality middle school education focused on Science, Technology, Engineering and Mathematics, engaging students in the educational process and developing life-long learners that can compete in the global market, all within a safe, caring, disciplined and nurturing environment that serves the needs of the Brooksville community.

B. Guiding Principles

1. **Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.**

   BEST (Brooksville Engineering, Science & Technology) Academy will use research based instructional techniques that include a high interest, project-based curriculum, interdisciplinary thematic units, lesson study, and integration of engineering, science, mathematics, technology and excursion activities to meet high standards of student achievement while providing parents with another charter school option. BEST Academy will be the first charter school located in Brooksville and will triple the opportunity and capacity for parent choice of charter schools in Hernando County.

2. **Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.**

   BEST Academy will use financial accounting policies and record keeping systems that align fiscal responsibility with accountability. BEST Academy will utilize QuickBooks for Non-Profits commercial software, and follow the Financial and Program Cost Accounting and Reporting for Florida Schools (Redbook 2001) to manage finances.

3. **Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.**

3) Encourage the use of innovative learning methods.

BEST Academy will rely on proven, innovative, hands-on learning methods. Based on educational research, students retain more and are better equipped to apply knowledge when they learn by performing.

> "Teachers who conduct hands-on learning activities on a weekly basis outperform their peers by more than 70% of a grade level in math and 40% of a grade level in science." (RAFT Member Survey, January, 2009.)

BEST Academy will create a curriculum based on experiential, project-based learning and teaching methods that accommodates different learning styles. Based on the Next Generation Sunshine State Standards, lessons are prepared and coordinate learning across disciplines to integrate all subject areas. Traditionally, the four parts of STEM have been taught separately and most of the time, independently of each other. By adopting the STEM philosophy, Science, Technology, Engineering, and Mathematics each play an integral part in the teaching of the whole. The science, engineering, and mathematics fields are made complete by the technology component that provides a creative and innovative way to problem solve and apply what has been learned.

4) Require the measurement of learning outcomes.

To measure learning outcomes, each student will be required to participate in the yearly FCAT 2.0, the Write Score independent reading assessment, the Progress Monitoring and Reporting Network (PMRN), Florida Assessment for Instruction in Reading (FAIR) test, pre and post unit examinations, and end of course examinations. Incoming students are required to take a PMRN Reading Comprehension Test and Saxon Math Placement Test to provide baseline data.

D. Optional Purposes

Create innovative measurement tools.

While BEST Academy will include standard testing opportunities like FCAT 2.0, FAIR, PMRN and constructed response questions, it will also add more substantial tasks and activities that yield scorable products. Teachers can reinforce problem solving, critical thinking, content knowledge and communication skills by using task oriented products.

Do you wish to attend a meeting concerning this school? YES NO

(If yes, how can we contact you: _____)

What aspects of a middle school are most important to you?

Check as many as apply (you may check more than one):

__ Location __ Safety __ Teachers __ Lessons

__ Appearance __ Technology __ College Prep __ Career Planning

__ No Bullies __ Dedicated Staff __ Communication __ Extended School Day

__ Physical Ed. __ Positive Experience __ Challenging __ Parent Involvement

__ Clubs __ Responsive Admin __ Field Trips __ Competitive Sports

_____ _____

NAME ZIP

In July 2012, the Center for Education Reform released the results of a poll showing Florida voters strongly support the creation of new charter schools in the state. The poll was conducted by Majority Opinion Research and the findings confirmed that 60% of Floridians surveyed support the creation of new charter schools and the opportunity to choose among a wide variety of schools. (Hapes, Brenna, "Poll Shows Floridians Want More School Options, Strong Charter School Law", The Center For Education Reform, July 11, 2012)

Create new professional opportunities for teachers, including ownership of the learning program at the school site.

Instructional staff members will be required to collaboratively plan their lessons through summer workshops, common planning time and weekly faculty sessions. Additionally, instructional staff members will be required to attend conferences and in-service training sessions so that they may network with experts and leaders in their field. The Principal and other experts in learning strategies will mentor instructional staff members in the use of manipulative, pivotal projects, experimentation, and activities to create an engaging and "hands-on" learning environment. STEM professionals understand that hands-on experiential learning not only increases student engagement but also results in higher knowledge retention rates for students.

2. Target Population and Student Body

A. Target Population

BEST Academy will target students in the Brooksville area of Hernando County who are transitioning from elementary to middle school and have an interest in engineering, science, technology and mathematics. The enrollment process will begin January 1st of each year with enrollment priority given to students currently in attendance, siblings of students currently in attendance, and children of faculty and board members. A random selection process (lottery) will be used to determine enrollment if the number of applicants exceeds the number of spaces available. Students who were not initially selected for enrollment will be placed on a numbered waiting list and will be notified if a position becomes available.

B. Student Body

BEST Academy's facility, capital outlay, instructional staff, curriculum and equipment purchased will be based on the following student body projections:

Year(s) of Operation	Grades Served	Projected Number of Students in each Grade	Projected Number of Students in each Class	Projected Number of Total Students Enrolled
Year 1	6	44	22	88
	7	44	22	
	8	0	0	
Year 2	6	44	22	132
	7	44	22	
	8	44	22	
Year 3	6	44	22	132
	7	44	22	
	8	44	22	
Year 4	6	44	22	132
	7	44	22	
	8	44	22	
Year 5	6	44	22	132
	7	44	22	
	8	44	22	

Sample Daily Schedule

STUDENT ARRIVAL	7:15 AM - 7:45 AM			
	START	END	DURATION	PASS
HOMEROOM	7:50:00 AM	7:55AM	0:05	0:00
P1	8:00	9:05	1:05	1:00
P2	9:06	10:11	1:05	1:00
P3	10:12	11:17	1:05	1:00
LUNCH	11:18	11:43	0:25	1:00
P4	11:44	12:49	1:05	1:00
P5	12:50	1:55	1:05	0:00
HOMEROOM	1:55	2:00	5:00	0:00
INSTRUCTION			5:25	
ASP SESSION 1	2:00	3:30	1:30	0:15
ASP SESSION 2	3:45	5:00	1:15	0:00
ASP INSTRUCTION			2:45	

Bruning, Schraw, Norby, and Ronning (2004) identified the following set of cognitive themes that resonate with integrative STEM education:

- Learning is a constructive, not a receptive, process.
- Motivation and beliefs are integral to cognition.
- Social interaction is fundamental to cognitive development.
- Knowledge, strategies, and expertise are contextual.

In accordance with these cognitive themes growing from the learning sciences, integrative STEM (e.g., PD&I) activities are examples of constructivist practice in education. They provide a context and framework for organizing abstract understandings of science and mathematics and encourage students to actively construct contextualized knowledge of science and mathematics, thereby promoting recall and learning. Hartzler (2000) conducted a meta-analysis across 30 individual studies of the effects of integrated instruction on student achievement. Her conclusions included: (1) students in integrated curricular programs consistently outperformed students in traditional classes on national standardized tests, in state-wide testing programs, and on program-developed assessments, and (2) integrated curricular programs were successful for teaching science, mathematics and technology across all grade levels and were especially beneficial for students with below-average achievement levels.

Each BEST Academy instructional staff member will be responsible for teaching one specific discipline (Language Arts, Science, Social Studies, Mathematics, Technology, or the Explorers Outdoor Adventure Program) to all grade levels. Instructional staff will meet weekly to discuss and implement integration of the STEM disciplines across subject areas, thereby creating a high interest, project-centered, and thematic approach to curriculum design that adheres to the Next Generation Sunshine State Standards and is aligned with the Common Core Curriculum.

Consistent with our mission statement to provide a safe, caring, disciplined and nurturing environment, BEST Academy will adopt the uniform policy of the current middle school in this zone. A strictly enforced uniform policy will contribute to the professional atmosphere requisite of an educational facility that is committed to developing learners who can compete in the global marketplace. BEST Academy is compelled to adopt a uniform policy based on the following:

- Help prevent cliques from forming on campus
- Encourage discipline

4. Curriculum Plan

The Curriculum Plan for BEST Academy focuses on a student-centered approach that is responsive to the student's needs. The following curriculum choices are based on the postulate that the student is an active learner rather than the passive recipient of knowledge. BEST Academy's curriculum design concentrates on issues of emerging relevance to the learner, structures integrated lessons that connect to existing knowledge, and links stages of learning to effective instructional techniques. BEST Academy intends to incorporate mastery learning where students must demonstrate acquired skills and the ability to apply knowledge before proceeding; failing grades will not be permitted as re-teaching and re-testing strategies will be employed.

Mathematics

BEST Academy will adopt the Saxon Math Educational Program which includes, Mathematics Course 1, Mathematics Course 2, Mathematics Course 3 and Algebra 1. BEST Academy will further enhance the Mathematics Curriculum, using APEX Math Class Tools as an online supplement to the Saxon Curriculum.

Saxon Math has a long history of measurable student improvement backed by years of research. Saxon Math uses distributed units of instruction that focus on mastery of standards that happen at different rates for different students. The integrated strands cement connections that are the foundation for long term retention of learning. Content is mastered through small increments followed by integrated practice and strategically placed assessments.

Students demonstrating a high aptitude for mathematics will enter Course 2 in sixth grade, Course 3 in seventh grade and Algebra 1 in eighth grade. These students will be required to complete the End of Course Exam and potentially earn high school credit.

Mathematics | Grade 6

In Grade 6, instructional time will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions

QTR 2	Organize Data Graphs, Tables, Plots Functions Graphing Functions One Step Equations Two Step Equations	Rational Numbers Classifying Three Dimensional Figures Prime Factorization Percent Angles Similar and Congruent Measures	Circumference Area of a Circle Surface Area Graphing Functions Scientific Notation Negative Exponents Nets of Prisms, Cylinders and Cones	Linear Relations and Functions Slope and Slope Forms Graphing Linear Equations Solving Inequalities Box and Whisker Plot Compound Probability Absolute Value
QTR 3	Complementary and Supplementary Angles Transversals Transformations Graphing Ordered Pairs Scale Coordinate Plane	Nets to determine Surface Area Scientific Notation Discount, Tax, Tip Calculations Outliers Inverse Operations	Similar and Right Triangles Percent of Change Square Roots Scale Probability of Dependent Events	Multi-step Equations Graphing Inequalities Systems of Equations Elimination by Operations Polynomial Operations Factoring
QTR 4	Mass and Weight Area Perimeter Volume Compound Shapes	Probability Substitution Square Root Conversion of Units of Measure Metric Conversion Pythagorean Theory	Products of Binomials Graphing Inequalities Relations and Functions Consumer Interest Volume and Surface Area of a Sphere Significant Digits	Quadratic Functions Quadratic Equations Exponential Functions Rational Expressions Solve Rational Equations Mixed Expressions Complex Fractions

Grade 8 – The student will understand the following concepts: that all matter has observable, measurable properties, the basic principles of atomic theory, that energy may be changed in form with varying efficiency, the interaction of matter and energy, that types of motion may be described, measured and predicted, that the types of force that act on an object and the effect of that force can be described, measured and predicted, that the motion of an object can be described by its position, direction of motion and speed, the scientific processes and the habits of mind to solve problems, that most natural events occur in comprehensible, consistent patterns, and that science, technology and society are interwoven and interdependent.

	SIXTH	SEVENTH	EIGHTH
QTR 1	Laboratory Safety Cells and Heredity The Cell Cell Function Cell Division Patterns of Heredity DNA and Modern Genetics	Earth's Surface Minerals Rocks Weathering and Soil Formation Erosion and Deposition Plate Tectonics Earthquakes and Volcanoes	Matter and Energy Introduction to Matter Properties of Matter Energy Temperature and Heat Electricity Circuits and Electronics
QTR 2	History of Life on Earth Classification of Living Things Population and Dynamics	The Water Planet Freshwater Resources Ocean Systems Ocean Environments	Atomic Structure and the Periodic Table Chemical Bonds and Compounds Chemical Reactions Solutions Carbon in Life and Materials
QTR 3	Single Celled Organisms and Viruses Multicellular Organisms Plants Invertebrate Animals Vertebrate Animals	Earth's Changing Atmosphere Weather Patterns Weather Fronts and Storms Climate and Climate Change	Motion and Forces Motion Forces Gravity, Friction and Pressure Work and Energy Machines

them to static and dynamic information venues. They will use QBasic advanced programming skills to determine the forces and functions of a helium balloon and Adobe Premiere Elements to create an astronomy documentary video.

Grade 8 – A technology rich environment will provide the tools that allow BEST students to create public service announcements while connecting to their maturing sense of social justice. Force, motion and electricity will be introduced in Science and practical application through the engineering process will aid students in exploration and discovery. Students will advance through electric motors, circuit connections, alternating and direct current and learn to use their environment to survive. The students will work with spreadsheets to solve complex equations in physics and chemistry. Additionally, all eighth grade students will complete a portfolio detailing their work product and chronicling their middle school adventures.

	SIXTH	SEVENTH	EIGHTH
QTR 1	Keyboarding Operating Systems Word Processing Publishing Power Point Presentation Spreadsheets Google Earth Time Zones Build a Band Headphone Helper	Keyboarding III Operating Systems Rubber Band Car Bryce 6 Microsoft Word – Essay Business Letter Paddle Boat Airplane Momentum	EPEP Silent Alarm Adobe Photoshop Mandalas MS Access Library Database Dance Pad HS Portfolio MS Word Future Essay
QTR 2	QBasic Programming Animation Kicking Machine	Helium Blimp Sky Floater QBasic Helium Balloon Project Publisher – Resume WordPress Excel Money Converter Solar Car	Digital Video HS Portfolio MS Excel Balloon Project MS Excel Marble Ramp Zip Line Target
QTR 3	Video Game Programming and Design Convenient Carrier	Web Page Development Robotic Arm Project Lunar Lander Project Adobe Premiere	Digital Video Project Furniture Design Public Service

Grade 8 - BEST Academy will follow the Next Generation Sunshine State Standard sequence with US History and Career Planning (2100015). The students will trace the growth of American democracy and Capitalism through the Declaration of Independence, Articles of Confederation, the US Constitution, Bill of Rights and Reconstruction Amendments.

	SIXTH	SEVENTH	EIGHTH
QTR 1	Globes and Maps Latitude and Longitude Map Projections First Civilizations Ancient Greece Ancient Rome Regional Civilizations	Citizenship American Democracy The Constitution Bill of Rights Congress Executive Branch Judicial Branch	The Land Native Americans New World Explorers British Colonization Colonial Culture African American Origins American Enlightenment
QTR 2	Renaissance Reformation Exploration Absolutism in Europe Muslim Empires East Asia Revolution Enlightenment French Revolution	Political Parties Voting Elections State Government Local Government Community Issues	Benjamin Franklin American Revolution Confederation Period The Constitution
QTR 3	Industrialization Nationalism Mass Society Democracy Imperialism East Asia	Legal Rights Responsibilities Civil and Criminal Law Economics American Economy Demand Supply Business & Labor	Federalist Era Democratic Republicans Nationalism Sectionalism Jacksonian Era Reform Movements Westward Expansion
QTR 4	World War I West between the Wars Nationalism World War II Cold War		Abraham Lincoln The Civil War Reconstruction Career Planning

Language Arts/Reading

BEST Academy will offer a combined Language Arts and Reading curriculum based upon Holt McDougal's Literature series in conjunction with themed, grade level appropriate, high interest novels. Additionally, BEST Academy will employ APEX Reading Class Tools as an online supplement to the Holt McDougal program.

Holt McDougal's comprehensive program provides engaging print and digital resources to prepare students for today's academic challenges. Featuring well-loved literature and the most robust selection of informational text, Holt McDougal Literature scaffolds instruction in analysis and critical thinking so that every student can succeed. Three readers and unique audio tools make text accessible to struggling readers and enhance comprehension and language acquisition for English Language Learners. Technology assets create interest and accelerate learning in reading, writing and media. Unique digital tools make planning and assessment more efficient and effective.

Key Ideas and Details Reading
6th Grade - Cite textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, determine a theme and how it is conveyed through details, describe how a plot unfolds, determine the meaning of words and phrases, and explain point of view.

7th Grade - Cite several pieces of textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, determine a theme or central idea of a text and analyze its development over the course of the text, determine the meaning of words and phrases as they are used in a text, including figurative and connotative meanings, analyze how an author develops and contrasts the points of view of different characters or narrators in a text, and by the end of the year, read and comprehend literature, including stories, dramas, and poems, in the grades 6–8 text complexity band proficiently, with scaffolding as needed at the high end of the range.

8th Grade - Cite the textual evidence that most strongly supports an analysis of what the text says explicitly as well as inferences drawn from the text, determine a theme or central idea of a text and analyze its development over the course of the text, including its relationship to the characters, setting, and plot, determine the meaning of words and phrases as they are used in a text, including

Exceptional Students

Exceptional (ESE) students have historically shown substantial success when immersed in a unique experiential hands-on thematic program. BEST Academy will meet the needs of the exceptional learner through the educational program and ESE service delivery model. ESE students follow the same application process as all other applicants without distinction. Those ESE students who are accepted through the random selection process will meet with their Individual Education Plan (IEP) team to confirm that BEST Academy is the best placement option available to them. In compliance with 228.051, F.S. BEST Academy will offer a consult model for ESE students in which they will attend all classes with their grade level peers with accommodations being offered throughout the educational program depending on their specific special needs. ESE students will meet weekly with a certified ESE Specialist during the After School Program for homework/classroom assistance and progress monitoring. A certified ESE teacher will work with the classroom instructors to assist with lesson planning and the individual accommodations provided to their students.

Additionally, during the After School Program, ESE students will receive one-on-one or small group instruction from their classroom teachers to help with specific assignments or tasks.

D. Other Curriculum

Explorers Outdoor Adventure Program

BEST Academy will incorporate an excursion activity program for each class team on a thematic basis. This program will allow students to experience the rich and diverse offerings of our community while providing opportunities for our students to enrich their own municipality. The Explorers Outdoor Adventure Program will extend classroom learning to the environment outside the school and will appeal to the variety of learning styles of our students. It will enhance and elevate the courses offered in the classroom by correlating project-based experiences with curriculum. The Explorers Outdoor Adventure Program will take students on a journey of discovery that requires critical thinking, problem solving skills and collaboration with fellow classmates; skills necessary to compete in a global environment.

QTR 4	Basketball Hospital Tour Mosquito Lab Beach Volleyball Softball Gardening Homosassa Wildlife Preserve Salt Marsh/FOC	Team Games Fishing Seine Netting/Plankton FL Aquarium Beach Volleyball Shark Lab Golf Ch. 8 Weather Station Snorkeling	Softball Service Project EAP Frenzy 8th Grade Trip Universal 8th Grade Graduation

E. Evaluation of Curriculum

The evaluation of the curriculums' effectiveness will be primarily based upon student achievement on the FCAT, pre-and-post unit tests, end of course tests, report card grades, and a portfolio project by comparing student achievement with their baseline scores. The data collected will be evaluated during the summer months through a series of curriculum development meetings with individual teachers in an effort to review, revise, and refine various aspects of the curriculum in relation to the students' outcomes for that year.

Additionally, during the school year, the weekly common staff planning time allows for formative Lesson Study and ongoing curriculum improvement. BEST Academy will use student achievement data to assess and refine the curriculum based on what students have learned and retained thus employing Lesson Study to improve delivery methods. Since each instructional staff member will teach a specific discipline to all grade levels, BEST Academy will be in a superior position to evaluate the effectiveness of the curriculum as a whole.

Academic Improvement Plan

Goals	Objectives	Outcomes	Evaluation
Offer all students an advanced hands-on middle school curriculum Use innovative teaching methods that accommodate the different learning styles of middle grade students Refine and enhance curriculum based on student achievement data Protect the instructional time Provide an After School Program	To improve student achievement by teaching an advanced curriculum that emphasizes deep learning for all students To improve student achievement by implementing teaching strategies such as STEM-focused Project-Based Learning and Interdisciplinary Thematic Units To improve student achievement using Lesson Study to refine curriculum To improve student achievement by offering little distractions and deviations from lessons To improve student achievement by providing research-based remedial curriculum in each subject, help with assignments and Pivotal Projects, and one-on-one or small group instruction	30% of low performing students will perform on grade level within one year of attendance 50% of low performing students will perform on grade level within two years of attendance 70% of low performing students will perform on grade level within three years of attendance Low-performing students will make a level gain on the FCAT each school year as evidenced by gains in the DSS BEST will exceed the State and District norms in all subject areas tested on the FCAT. BEST will achieve AYP each year on the FCAT.	Comparison of FCAT scores at BEST Academy with baseline data Comparison of FCAT data with State and District norms Students meet NGSSS benchmarks outlined in each lesson

5. One course in career and education planning to be completed in 7th or 8th grade. The course must include career exploration using CHOICES for the 21st century or a comparable cost-effective program; must include educational planning using the online student advising system known as Florida Academic Counseling and Tracking for Students at the Internet website FACTS.org; and shall result in the completion of a personalized academic and career plan (ePEP).Each student's personalized academic and career plan must be signed by the student, the Principal and the parent.

Method of Sharing of Assessment with Students and Parents

- The annual FCAT results will be either mailed home or picked up from the school.
- Report Cards are issued quarterly and sent home with the student. Parents are informed in the weekly newsletter of the dates of issuance.
- The annual results of the FAIR Test for Reading will be available to parents; the parents will be notified if the student performs below grade level and requires remediation.
- The annual results of the Saxon Placement Test for Math will be available to parents; parents will be notified if the student performs below grade level and requires remediation.
- The annual End of Course Exam results will be sent home with the student. Parents are informed in the weekly newsletter of the dates of issuance.
- Quarterly Projects in each class will have a scoring rubric sent home with the students; teachers will communicate requirements to the parents.
- The annual Academic Improvement Plan will be either mailed home or picked up from the school.
- Bi-weekly Progress Reports will be issued four times per quarter with the dates published in the newsletter.

7. The teachers and administrative team will also work closely with the parents of the ESE children through frequent telephonic, written or electronic communication.

ESE gifted and talented services will be provided by an instructional staff member who carries a gifted endorsement on their teaching certification. All gifted students will receive an adapted curriculum prepared by the certified gifted teacher based on differentiated instruction. BEST Academy will use Renzulli to create enrichment activities that engage gifted and talented students.

BEST Academy will adapt the successful model used by the Hernando County School District to develop, monitor, and update Individual Education Plans for ESE students. The process starts upon referral from the RTI team with the creation of an IEP team which is comprised of the student's guardians, a classroom teacher, the ESE specialist, and the district staffing specialist/liaison, and an administrator or other education service providers as necessary. Monitoring of an ESE student's IEP begins with the BEST Academy specialist. The ESE specialist produces progress reports based upon weekly meetings with the ESE student and the teachers throughout the school year. The reports provide documentation and evidence of the student's progress and are used in conjunction with classroom grades, RTI feedback, and anecdotal data at the IEP meetings. The IEP team convenes annually, at a minimum, to review the progress reports and other aforementioned monitoring data to determine if the existing accommodations are sufficient or need to be amended / modified. If it is determined that a student is or is not making adequate progress towards their IEP goals, the IEP team will update, adapt and increase/decrease the frequency, types or intensity of the accommodations provided and the desired outcomes. The monitoring process, IEP goal development and updates to the IEP are then recorded in the district's ESE tracking "STARS" software with copies provided to each member of the IEP team at the conclusion of the meeting. These meetings are scheduled through the district liaison and in accordance to Federal IDEA law.

8. School Climate and Discipline

A. Classroom Management and Student Discipline

A disciplined orderly learning environment is an essential component of a quality educational program. In addition to adopting the Hernando County School Board Student Code of Conduct, BEST staff and administration will implement a sophisticated discipline management protocol for disruptive student behavior with a positive reward component that has resulted in extremely low suspension rates. The Principal of BEST Academy and the Governing Board will work together to create and maintain this environment through the implementation and enforcement of the school's discipline policies. Disciplinary reaction on the part of the BEST Academy administration will be governed by: the severity of the offense, the impact on student learning, the impact on the reputation of the school, and the impact or infringement on the rights of the other students in the school.

There will be three distinct disciplinary levels, they are:
1.Zero Tolerance
2.Major Discipline Issues
3.Minor Discipline Issues

Zero Tolerance: The BEST Academy Governing Board will not tolerate the presence of persons who engage in violent criminal acts on school property, on school sponsored transportation, or during school-sponsored activities. Those students who are found to have committed the following offenses shall receive the most severe consequences provided by the BEST Academy Governing board: Homicide, Sexual Battery, Armed Robbery, Aggravated Battery, Battery or Aggravated Battery on a School Employee, Kidnapping, Arson, Possession-Sale-Use of a Firearm, Possession-Sale- Use of any explosive device, Possession-Sale-Use of any controlled substance, False Reporting of an Emergency Situation, and Victimization. Behaviors which fall into this category may be found in the HCSB Student Code of Conduct Section 5.

Major Discipline Issues: Major discipline issues are actions or behaviors that have a substantial negative impact on the school's learning environment, the school's reputation, and/or the rights of the other students in the school. The following stepwise discipline interventions will be implemented to correct this type of behavior, while continuing to maintain an environment in which students can learn. Examples of major discipline issues include but are not

Minor Discipline Issues: BEST Academy will implement an economy reward system with specific consequences for minor discipline infractions. This system will replace the levels of disciplinary action found in Section 7 of the HCSB Student Code of Conduct. The economy system will be implemented to reward students who set a good example for others by their cooperation and behavior.

BEST Academy Economy Merit System:

The BEST Academy Economy Merit System will allow students demonstrating responsible behavior to enjoy benefits, privileges, and incentives furthering their positive attitude while building their self-esteem. Students will earn credits for their attendance (excluding excursion activity days). Students must attend the full day to be credited. These credits will be tracked in the BEST Academy banking system and may be used to purchase items at the school store, purchase items on designated excursion activity days, purchase incentives such as dance admissions, special lunches, and other privileges. Statements of account will be issued to the students on a quarterly basis so they may continually track their earnings.

Credits will also be used to deter irresponsible behavior. Students will be charged "Fees", payable in credits, if they are unprepared for class and need to purchase materials, wish to turn in a late assignment, need to borrow a shirt on an excursion activity day, need to purchase checks, are sent out of class, or violate other school rules.

No student will be permitted to incur a negative balance on their account as this will become a disciplinary issue. Students incurring a negative balance will be required to earn enough credits through community service volunteerism to bring their account into good standing. Students who habitually carry a negative balance after written notification will face increasing levels of consequences commensurate with their negative balance, possibly resulting in an alternative educational setting until the matter is resolved.

Students will manage their account by keeping track of their income and expenditures using provided checks and a check register. The skills necessary to maintain the "checking account" will be incorporated into the math curriculum and provide an opportunity for students to practice financial responsibility.

APPENDIX 2

B.E.S.T. Academy Board Members

Patricia Laird, Board Chair, Parent Liaison

704 W Dr M L King Jr Blvd

Brooksville, FL 34601

352-584-3680

patricialaird@yahoo.com

Tiffany Hoblit

21152 Lake Lindsey Rd

Brooksville, FL 34601

352-207-0147

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Fairella Cook

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Marvin Gordon

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Brooksville, FL

352-238-1948

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APPENDIX 3 -ARTICLES OF INCORPORATION AND BY LAWS

ARTICLES OF INCORPORATION

OF

BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

The undersigned, pursuant to chapter 617, Florida Statutes, adopts the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

ARTICLE II - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business shall be , and the mailing address of the corporation shall be 7224 River Country Drive, Weeki Wachee FL 34607.

ARTICLE III - PURPOSES

The general purposes for which the Corporation is organized are the following:

A. Said organization is organized exclusively for charitable, religious, educational and scientific purposes related to providing community services to pregnant women, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

B. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to

make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IV - INITIAL BOARD OF DIRECTORS

This corporation shall have at least five (5) members on its Board of Directors constituting the initial Board of Directors. The number of Directors may be either increased or decreased from time to time in accordance with the By-Laws but shall never be less than three (3). The Directors shall be elected or appointed in accordance with the bylaws. The names and addresses of the initial Board of Directors of this corporation are:

NAME	ADDRESS
H. Paul Douglas	9959 Domingo Drive, Brooksville FL 34601
Irwin Homer	6438 Laurel Oak Drive, Spring Hill FL 34607
Carolyn Raymond	10430 Eastside Avenue, Brooksville FL 34601
John Stramiello	3287 Beaver Avenue, Spring Hill FL 34609
Aimee Whitehead	7224 River Country Drive, Weeki Wachee FL 34607

ARTICLE V - MEMBERS

The authorized number and qualification of members of the corporation, the different classes

of membership, if any, the property, voting, and other rights and privileges of members, and their liability to dues or assessments and the method of collection thereof, shall be set forth in the bylaws.

ARTICLE VI - DISTRIBUTION OF GAINS

This corporation does not contemplate the distribution of gains, profits or dividends to the members thereof, and is organized for non-profit purposes; no part of any net earnings or assets thereof shall inure to the benefit of any member or any other individual.

ARTICLE VII - DISSOLUTION

Upon the dissolution of the organization, assets shall be distributed or one or more exempt purposes within the meaning of Section 501(c)3)f the Internal Revenue Code, or corresponding section of any future federal code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VII - INCORPORATOR

The name and address of the Incorporator is:

NAME	ADDRESS
Aimee Whitehead	7224 River Country Drive, Weeki Wachee FL 34607

ARTICLE IX - INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and address of the initial registered agent of this corporation is Aimee Whitehead, 7224 River Country Drive, Weeki Wachee FL 34607.

ARTICLE X - DURATION

This corporation shall have perpetual existence commencing on the date of filing of these Articles with the Department of State.

IN WITNESS WHEREOF, one of the initial Board of Directors has hereunto set his hand this 17th day of July 2012.

Aimee Whitehead

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of sections 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.

2. The name and address of the registered agent and office is:

Aimee Whitehead,7224 River Country Drive, Weeki Wachee FL 34607

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Aimee Whitehead

7/17/12
Date

BYLAWS OF
BROOKSVILLE ENGINEERING, SCIENCE & TECHNOLOGY ACADEMY, INC.
A Florida Nonprofit Corporation

ARTICLE 1

NAME AND INCORPORATION

Section 1. **Name.** The name of this organization shall be the "Brooksville Engineering, Science & Technology Academy, Inc. Governing Board" (henceforth referred to as the "Board").

Section 2. **Location.** The principal office of the Corporation shall be in the State of Florida. The Corporation shall designate a registered office in accordance with law and shall maintain it continuously. The Corporation may have offices at such other places within and without the State of Florida as the Board of Directors may from time to time determine.

Section 3. **Purpose.** The corporation is a non-profit public middle school organized under the laws of the state of Florida and charter agreement with the Hernando County School Board. The purpose of the Board is to govern the Brooksville Engineering, Science & Technology Academy (henceforth referred to as the "School"), and its areas of decision making may include, but are not limited to, the following: budget, curriculum/instruction, personnel policies, scheduling of school events, determination of calendar, student admission and or enrollment policies, community relation and fiscal management.

Section 4. **Non-Discrimination.** The Corporation shall not discriminate on the basis of race, religion, national origin, gender, or age in either the hiring or other employment practices of the school or in its admission policies for eligible students. Further, the Corporation shall be open to all middle-school aged students in its authorized geographical area on a space available basis and shall not discriminate in its admission policies or practices. The Corporation shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discriminatory laws, as well as in accordance with all other laws and regulation applicable to the operation of charter public schools in the State of Florida.

ARTICLE 2

MEMBERS

Section 1. **Qualification.** Membership is open to all persons over the age of eighteen (18) years who are interested in furtherance of the purposes of the Corporation.

Section 2. **Manner of Admission.** Each application for Voting Member must be

sponsored by a Voting Member in good standing and be approved by a majority of Voting Members present at a meeting duly held in order for the applicant to become a Voting Member. The initial Voting Members are those persons named as Directors in the Articles of Incorporation.

Section 4. **Representation.** The Board shall consist of not less than three or more than nine members.

1. Director (ex-officio)
2. Community Member 1
3. Community Member 2
4. Community Member 3
5. Community Member 4
6. Community Member 5
7. Community Member 6 (ex-officio)
8. Community Member 7 (ex-officio)

Section 5. **Filling Vacancies.** The founding governing board of directors shall remain intact until their membership is terminated. In the event an existing member of the board is unable to fulfill his/her duties and responsibilities, the remaining board members will work to create a selection committee for the purpose of securing a new board member committed to the educational mission of the School. Upon reaching a decision, the selection committee will bring the recommended individual before the sitting board of incorporators to vote upon their confirmation or denial. The Board must reach consensus on any individual who will fill a vacant position.

Section 6. **Termination of Membership.** Any Board member may resign by filing a written resignation with the Board. Any member may be removed by a consensus vote of the other board members. Board members who miss three consecutive regular (scheduled) Board meetings may be considered for termination at the next sequential meeting. Notice of such intended action shall be included in the agenda of the meeting at which such action is to take place. The board member to be considered for termination must be notified by certified mail sent to their last known address, this notification must take place at least ten days prior to the meeting at which their termination will appear on the agenda.

Section 7. **Compensation.** Board members receive no payment for their services. With board approval, members may be reimbursed for out-of-pocket expenses incurred on approved board business. Board members must present receipts for all such expenses, which shall be for the board only, and shall be itemized and documented. Such expenses must be approved by a motion of the board at a regular meeting of the board.

ARTICLE 3

OFFICERS

Section 1. **Officers.** The Officers of this Corporation shall be a President, Vice President, Secretary, Treasurer and Parent Liaison, each of whom shall be elected by the Board of Directors. Other officers and assistant officers, as may be deemed appropriate, may be elected by the Board of Directors from time to time. Any two or more offices may be held by the same person. A failure to elect a President, Secretary or Treasurer shall not affect the existence of the Corporation.

Section 2. **Election and Term of Office.** The Officers shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. **President.** The President shall preside at all Board meetings in a fair and impartial manner, striving to promote consensus on the Board. The President shall act as official spokesperson for the Board to the public and the Hernando County School Board (hereafter referred to as "the sponsor"). The President of the Board shall also ensure that Board meetings be conducted in an orderly manner and shall have the power to exclude disruptive individuals from Board meetings.

Section 4. **Vice President.** In the absence of the President of the Board or in the event of the President's disability, inability or refusal to act, the Vice President of the Board shall perform all of the duties of the President and in so acting, shall have all the powers of the President. The Vice President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the President.

Section 5. **Secretary.** The Secretary shall be the custodian of the Board records and keep the minutes of all meetings of the Board, prepare and distribute the board agenda, see that all notices are duly given in accordance with the provisions of these bylaws and the Florida government in-the-sunshine laws, keep a register of the address, telephone number and e-mail address (if any) of each Board member, which shall be furnished to the Secretary by such members; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the office by the President.

Section 6. **Treasurer.** The Treasurer shall have oversight responsibility and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of BEST Academy, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Board member. The Treasurer shall be

charged with safeguarding the assets of BEST Academy and he or she shall sign financial documents on behalf of BEST Academy in accordance with the established policies of BEST Academy. He or she shall have such other powers and perform such other duties as may be prescribed by the Board from time to time.

Section 7. **Parent Liaison.** The chief goal of the parent liaison is to ensure that information flows steadily and effectively between the school system and the parents of students. The liaison should provide parents with information on policies and procedures, contact parents to encourage their attendance at school functions or special events and increase their involvement in the classroom and community. He or she shall have such other powers and perform such other duties as may be prescribed by the Board from time to time.

ARTICLE 4

MEETINGS

Section 1. **Regular Meetings.** The Board shall meet on a regular basis at least once every two months while school is in session. Notice of regular meetings shall be given to each Board member by e-mail or fax and shall be set forth in a bulletin, website, newsletter or other communication distributed through the School at least five days in advance of the date of the meeting.

Section 2. **Special Meetings.** Special meetings may be called by the Chairperson or by majority vote of the Board. Notice of a special meeting, including an agenda, shall be set forth in a bulletin, newsletter or other communication distributed through the students of the School, posted on the administrative office door, and placed in the faculty boxes in the School office at least three days in advance of the date of the meeting. Only such business shall be conducted at a special meeting as shall have been noticed in the agenda and in accordance with the Florida Government in-the-sunshine laws.

Section 3. **Deliberations.** All Board meetings shall be open to the public and the public is encouraged to attend. Consensus building is the preferred decision-making process since the decision should be supported by all members of the group. Board members shall make an effort to receive input from their constituents (if applicable) and committees, and present that information to be used in deliberations. The ideas and opinions of each Board member are equally important in arriving at decisions. Board members shall consider all points of view and shall solicit the advice of all interested parties as needed.

Section 4. **Voting.** Each voting Board member shall be entitled to one vote and may cast that vote on each matter submitted to a vote of the Board. When consensus cannot be met, decisions will be made by majority vote.

Section 5. **Quorum.** The presence of a majority of the total voting membership shall be required in order to constitute a quorum necessary for action on the business of the Board at any regular or special board meeting.

Section 6. **Emergency Meetings.** Emergency meeting of the Board shall require that a majority of the voting members of the Board are present. Notice of an emergency meeting, including an agenda, shall be posted on the front door and given by telephone and e-mail to each Board member that can be reached, and the local media as early as possible in advance of the meeting. Only such business shall be conducted at an emergency meeting as shall have been noticed in the agenda. "Emergency" in this section means disorder, disturbance or damage caused by war, enemy attack, and other warlike acts or catastrophe, disaster or other similar emergency condition.

Section 7. **Telephonic Meetings.** Should a Board member be unable to attend a regular or special meeting, they may be contacted via telephone. Only one Board member shall be able to participate in such meetings via telephone.

ARTICLE 5

COMMITTEES

Section 1. **Standing and Special Committees.** The Board may from time to time establish and abolish such standing or special committees as it may desire. All committee meetings shall be open to the public and the public is encouraged to attend. No standing or special committee may exercise the authority of the Board.

Section 2. **Committee Membership.** Committee membership is open to all members of the public. Committee members may be appointed by the Board or by the Chairperson. The directors shall be ex-officio members of each committee. Each committee shall select a Chairperson that will staff the committee, organize meetings, and report to the Board as necessary.

ARTICLE 7

INDEMNIFICATION

The Board of Directors may authorize BEST Academy to pay or cause to be paid by insurance or otherwise, any judgment or fine rendered or levied against a present or former Board member, officer, employee or agent of BEST Academy in an action brought against such person to impose a liability or penalty for an act or omission alleged to have been committed by such person while a Board member, officer, employee, or agent of the school, provided that the Board shall determine in good faith that such person acted in good faith and without willful misconduct or gross negligence for a

purpose which he reasonably believed to be in the best interest of BEST Academy. Payments authorized hereunder include amounts paid and expenses incurred in satisfaction of any liability or penalty or in settling any action or threatened action.

ARTICLE 6

AMENDMENTS

These Bylaws may be amended at any regular meeting of the Board if notice of such amendment was noticed in the agenda of such meeting. Amendments to the Bylaws require a consensus of the voting members of the Board.

ARTICLE 7

RATIFICATION

These Amended and Restated Bylaws shall be deemed effective when approved by a consensus of the total voting membership of the Board.

APPENDIX 4

MISSION STATEMENT

The Brooksville, Engineering, Science, and Technology Academy provides an advanced, hands-on, STEAM centered education to middle school students through unique programs and activities in a positive, collaborative learning environment.

APPENDIX 5

BOARD APPROVED FISCAL POLICIES AND PROCEDURES

Chapter 2 - Collections

Section I - Policies

State Board of Education Guidelines (Financial and Program Cost Accounting and Reporting for Florida "Red Book" – Chapter Seven); Brooksville Engineering Science & Technology Board Policy Handbook and Internal Accounts Policies.

2.0 General Policies

A. Internal control requires that at least two (2) persons, the Administrative Director and Director of Curriculum, are responsible for the collection and expenditure of money. This provides all concerned with an opportunity to verify transactions. These two persons, the Administrative Director and Director of Curriculum, are responsible for all the sub-process listed in Chapter 2 - Collections.

B. All collections of money must be delivered as received, daily, to the Brooksville Engineering Science & Technology office or deposited in an overnight bank depository.

C. No checks may be cashed.

D. No petty fund accounts may be used, all cash is to be deposited in accordance with the above policies.

E. All money collected must be remitted to the directors intact (in the same form as collected) at the end of each business day. Checks may not be substituted for cash collected.

F. A Monies Collected collection form must accompany all collections remitted to the directors.

G. All monies entering the Brooksville Engineering Science & Technology's internal accounts system must be documented by the issuance of a Monies Collected receipt signed by two persons.

H. No cash expenditures are to be made from receipts.

I. A purchase requisition for is required for all Charter School Program grant expenditures and requires two signatures for written approval.

J. Any Charter School Program grant herein or contained within any of sections of the BEST Policy manuals will be in force throughout the active project performance period as denoted by the beginning and ending date printed on the award letters.

K. Erasures or alterations must not be made on any receipts. When an error is made, the receipt must be voided and rewritten. Voided receipts, both original and carbon, must be retained for audit purposes and an explanation must be noted on the receipt.

L. Mail is received by the Assistant Director who routes the mail to the appropriate director (Administrative or Curriculum). The director then opens the mail and routes to the appropriate personnel for further action.

M. All Monies Collected, Cash Receipts, and Deposits must be completed in ink and signed by the person collecting the funds and then verified by the Administrative Director and/or Curriculum Director.

N. BEST approved computer numbered receipt forms shall be used as the means of recording cash received, and as the basis for entries to the accounting records.

2.1 Depositories for Internal Accounts (Chapter Seven, Section III, 1.1)

A. Depositories in which BEST internal funds are kept must be qualified public depositories, approved by the Brooksville Engineering Science & Technology Board.

2.2 Bank Accounts (Chapter Seven, Section III, 1.2)

A. BEST shall utilize checking and savings accounts which shall be entitled "Brooksville Engineering Science & Technology Brooksville Engineering Science & Technology Board." This account title must be printed on all internal fund checks and deposit slips. All monies received by the Brooksville Engineering Science & Technology will be deposited intact as collected into these accounts and all disbursements will be made by checks drawn on these accounts. Savings, certificates of deposit or investment accounts shall be titled in the same manner.

B. All monies or other assets belonging to the Brooksville Engineering Science & Technology, or for which the Brooksville Engineering Science & Technology is responsible, must be reflected in these internal account fund records. Savings accounts, certificates of deposit, earned interest, etc., shall not be included.

2.3 Investments (Chapter Seven, Section III, 1.5)

A. The Brooksville Engineering Science & Technology Board shall adopt policies pertaining to the investment of Brooksville Engineering Science & Technology funds not needed for immediate expenditures. The adopted policies shall make provisions for investing or placing on deposit all such funds in order to earn the maximum possible yield under the circumstances. (Section 230.23 (10) (k), F. S.)

B. Internal funds, which are temporarily idle, shall be invested pursuant to the policies of the Brooksville Engineering Science & Technology Board using authorized investments for

public funds and must not exceed insurance protection or legal collateral limits. Investment funds must be kept in a qualified public depository.

C. Under Florida Statute Section 236.24, Brooksville Engineering Science & Technology are authorized to invest in the following investments:

1. Local Government Surplus Trust Fund.
2. Negotiable direct obligations of, or obligations the principle and interest of which are unconditionally guaranteed by the U.S. government at the then prevailing market rate for such securities. Example: U.S. Treasury Bills.
3. Interest-bearing time deposits or savings accounts in banks organized under the laws of Florida, provided that any such deposits are secured by collateral as may be prescribed by law.
4. Obligations of the federal farm credit banks, Federal Home Loan Mortgage Corporation certificates; Federal Home Loan Bank certificates and obligations guaranteed by the Government National Mortgage Association.
5. Obligations of the Federal National Mortgage Association including certificates and mortgage pass-through certificates guaranteed by the Federal National Mortgage Association.

D. Surplus and operating funds may be invested in securities exceeding one year if the maturity of such investments were made to coincide with the expected use of the funds.

E. Brooksville Engineering Science & Technology must only purchase securities (investments) from financial institutions which are qualified as public depositories by the State of Florida Treasurer or Florida based regional dealers that qualify under Securities and Exchange Commission Rule 15C3 or Federal Reserve of New York designated primary security dealers or agents.

F. When purchasing securities (investments), Brooksville Engineering Science & Technology employees shall select the securities that will provide the highest rate of return within the parameters of BEST policy. The selection process shall be made utilizing one of the following methods:

1. Competitive bids wherein the Brooksville Engineering Science & Technology employees solicit proposals from a minimum of three firms.
2. Comparison to the current market price as indicated by one of the market pricing resources available to the Brooksville Engineering Science & Technology. These include but are not limited to:

    a. Bloomberg Information Delivery System.
    b. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing.
    c. Daily market pricing provided by the Brooksville Engineering Science & Technology's custodian or its correspondent institution.

2.4 Collection of Returned Checks (Chapter Seven, Section III, 1.6)

A. The directors are responsible for seeking reimbursement for any unpaid check returned by the bank.

B. A check can be declared uncollectable and written off the books only by action of the Brooksville Engineering Science & Technology Board. This action will be taken only after every legal and reasonable effort at collection by the directors has been exhausted.

C. The Brooksville Engineering Science & Technology directors may require payment for Brooksville Engineering Science & Technology obligations in cash, money order, or other form of guaranteed payment if it is deemed necessary.

2.5 Cash Collections and Deposits (Chapter Seven, Section III, 1.4)

A. All money collected by the Brooksville Engineering Science & Technology must be substantiated by computer numbered receipts, reports of monies collected, prenumbered tickets, reports of tickets issued and sold or other auditable records.

B. Insofar as is practical, all money should be collected in the Brooksville Engineering Science & Technology office. Collections made outside of normal Brooksville Engineering Science & Technology hours must be remitted to the Brooksville Engineering Science & Technology office no later than the next business day.

C. All money collected must be deposited intact into a depository as frequently as feasible and as dictated by sound business practices. In any event, funds collected shall be deposited within ten working days after receipt.

D. All deposits must equal the total amount of money taken in and recorded on receipts for the period covered by the deposit. Deposit slips shall be made in the number of copies necessary to meet the approved accounting procedures. All checks received shall be deposited with a restrictive endorsement. This endorsement shall read "FOR DEPOSIT ONLY" and specify the account title and number.

E. The directors or designee shall be notified immediately of any errors in deposits or disbursements and shall take appropriate action to effect correction.

F. All checks, receipt forms, and tickets shall be computer numbered and perpetual inventories of each shall be maintained. Inventories shall show the beginning and ending numbers of all documents acquired and issued. In all cases where tickets are used, ticket reports and unsold tickets must be available for audit. A certified statement of the numbers received shall accompany any prenumbered documents. If checks, receipts, or tickets are destroyed, a statement shall be prepared and must include document type and

numbers, used/unused, and the method of destruction. This statement must be signed by two witnesses and retained for audit.

2.6 Student Fees, Fines, and Charges

A. There is no statutory or constitutional provision, which would authorize the requiring of payment by a student of fees for consumable materials and supplies, educational materials, matriculation, or tuition as a prerequisite to the student's enrollment. However, as the Brooksville Engineering Science & Technology Board is authorized to receive gifts and donations and is held accountable for such, there is no objection to a Brooksville Engineering Science & Technology Board solicitation of students for financial assistance to cover the cost of consumable and other educational materials and supplies when the Brooksville Engineering Science & Technology deems it necessary to do so.

B. The Brooksville Engineering Science & Technology Board shall approve all fee schedules before they become effective.

C. An amount shall be assessed under Section 233.46, Subsection I, Florida Statutes, when a textbook has been lost, damaged, or destroyed. Due notice shall be given to the pupil to whom the textbook was assigned for his/her parent or guardian to pay the amount assessed. Failure to pay shall result in no further issuance of state-owned textbooks to the pupil unless an exception has been granted. The directors may grant exceptions where extenuating conditions or a severe injustice will be worked on the pupil. Written evidence of the granting of such an exception shall be placed in the pupil's records. Transcripts, report cards, and diplomas will not be withheld because a student owes money for textbooks.

Section II - Accounting Controls and Procedures

Good internal control requires that monies collected be properly documented in ink at the initial time of collection and that the transfer of these collections between employees be properly documented. For this reason, each time the directors receives money to be entered into the Brooksville Engineering Science & Technology's internal accounts system, a Report of Monies Collected Form, or other Monies Collected collection form, must accompany the money.

2.0 Report of Monies Collected Form

A. A Report of Monies Collected Form (see Appendix), or other Monies Collected collection form, is the supporting documentation for the Monies Collected receipt and must be completed. When received by the directors, the forms must be computer generated unique numbered receipts. The signed duplicate collection form is returned to the payer if requested. If the source of collection is from students, the students' names must be listed.

B. It is recognized that during special activities (e.g., registration fees, sales or rental of locks, etc.), there is a possibility of overages and shortages. If this occurs, it must be indicated on the Monies Collected Form as such. All discrepancies must be discussed with the person responsible for collection and clarified before receipting.

C. Any differences between the Monies Collected Form and the actual amount of cash and checks on hand must be researched and documented. The corrections must be written in ink on the face of the collection document without obscuring the original entry and must be signed by both the directors and the collector.

2.1 Teacher/Department Receipt

A. Teacher/Department receipts (see example in Appendix) may be issued to students, parents, employees or patrons as an accommodation upon request. They are not to be used in lieu of Monies Collected receipts or Report of Monies Collected.

B. Receipts are not required to be issued if the student's name appears on the Report of Monies Collected. However, if a teacher receipt is issued, the name of the student and the teacher receipt number must be included on the Report of Monies Collected Form.

C. A Teacher/Department receipt must be issued if requested by the payer.

2.2 Student Fee Receipts

A. All monies collected for student fees must be receipted. When funds are remitted to the directors, a Report of Monies Collected must accompany the funds.

2.3 Report of Tickets Sold

A. This report shall be prepared in support of all collections from the sale of admission tickets. Make sure the color of tickets, ticket numbers, and prices are listed on the form. A report of tickets sold must be turned in by the person responsible for the sales. Proceeds from the sale of tickets may be turned in to the office or deposited in the bank at the discretion and direction of the directors. But in all cases, a report of tickets must be turned in to the office and Monies Collected Receipts must be issued to the persons turning in the report. It is recognized that errors may occur in making change and that the actual cash received may not always agree with the numbers of tickets sold. For this reason, any difference in the cash is to be accounted for and actual cash received must be shown on the Report of Tickets Sold. Excessive differences must be investigated by administration.

2.4 Monies Collected Receipts

A. An Monies Collected Monies Collected Form (see example in Appendix) must be written for all money collected by the directors from each source. These computer generated unique numbered receipts are the means of recording all monies received and substantiating each deposit, as well as providing support for entries on the Report of Monies Collected Forms and serve as evidence to document the transfer of monies between employees and the directors.

B. Monies Collected Monies Collected Forms are to be computer generated and contain a unique tracking number.

2.5 Deposits

A. The manner in which deposits are made throughout all Brooksville Engineering Science & Technology is standard. The following is a step-by-step method of the depositing procedure. The directors shall:

1. Total the amount of Monies Collected Receipts.
2. Total the actual amount of cash and/or checks on hand.
3. Items 1 and 2 must agree.

B. Upon this reconciliation, the directors shall prepare a bank deposit slip in duplicate. The total of currency, coins and checks is the total amount of that particular deposit.

C. Checks should be endorsed immediately upon receipt.

D. Deposits should be made daily to the extent practicable and as dictated by sound business practices. In any event, funds collected shall be deposited within ten working days after receipt.

E. Money kept overnight must be kept in a secure locked area.

2.6 Returned Checks

A. Returned checks are checks that have been deposited into the internal fund bank account but have been returned by the bank primarily due to insufficient funds or closed accounts. Checks returned are accounts receivable to the Brooksville Engineering Science & Technology's internal funds. Once collection efforts have been exhausted, the worthless checks must be written off with the approval of the BEST Board.

B. The procedures for processing returned checks are as follows:

1. As soon as a check is returned, collection procedures must begin immediately. Attempts must be made to contact the maker by phone or other means. All contact attempts must be documented. Contact should be made within ten working days of notice. If phone contact is unsuccessful, a certified letter (see Appendix) is prepared on Brooksville Engineering Science & Technology letterhead, which is signed by the directors. The letter should be sent within 20 working days of notice.
2. If restitution is made immediately (prior to the end of the month):

    a. If the check is redeposited within 20 working days without letter contact, or if cash or a money order is submitted by the returned check maker within 20 working days without letter contact, additional checks may be accepted from that person without restriction.
    b. If cash or a money order is submitted by the returned check maker for the amount owed, plus the appropriate service charge, following the receipt of the certified letter, additional checks may be accepted from that person without restriction.
    c. If cash or a money order is submitted by the returned check maker for only the amount owed (no service charge collected) following the receipt of the letter, additional checks may not be accepted from that person until service charges are paid.
    d. A Report of Monies Collected Form must be completed, a Monies Collected Receipt is prepared, and the check must be returned to the maker upon full payment. This amount is deposited separately, and no posting of the returned check is necessary. Service charges are posted to the directors' project in "Other Revenues."

3. If restitution is not made by the time the end of the month reconciliation is done, the amount must be recorded in accounts receivable.

4. If restitution is made after amounts have been recorded in accounts receivable:

    a. A Report of Monies Collected Form must be completed, a Monies Collected Receipt is prepared, and the check must be returned to the maker upon full payment. This amount is deposited separately, and the

amount of the check is posted to accounts receivable and the service charges are posted to the directors' project in "Other Revenues."

5. If restitution is not made within 30 days:

   a. Documentation of phone contact, copies of the certified letter sent and the returned check must be sent to the Finance Director. All employees at the Brooksville Engineering Science & Technology who collect funds must be notified that checks not be accepted from this individual until payment of check fees are received. These checks will be submitted to the Brooksville Engineering Science & Technology Board for approval to write off the accounts. The Brooksville Engineering Science & Technology will be notified when this approval is received.

2.7 Control of Computer generated unique numbered receipts and Tickets

A. The directors will be the custodian of all computer generated unique numbered receipts and tickets. This person will be in charge of ordering, receiving, storing, issuing, and inventorying Monies Collected receipts, teacher receipts, student fee receipts, checks, tickets and all other prenumbered documents used in internal accounts. An inventory for each type of receipt or ticket must be maintained and must be available for audit along with unused receipts and tickets and supporting documents for those tickets that were used.

B. Personnel who are not involved with the inventory records should complete or witness the physical inventory count. This information must be documented and include signatures of all involved.

C. Inventories of computer generated unique numbered receipts and tickets may be completed more frequently at the discretion of the directors.

2.8 Miscellaneous Collections

A. Donations: Any cash donations received by the Brooksville Engineering Science & Technology will be handled using the normal receipting procedures. Restricted donations must be documented with a written statement from the donor indicating the intended purpose of the donation and any alternative use.

B. Field Trips: Monies collected for field trips will follow the normal collection procedures.

C. Interest: Interest earnings from checking accounts, savings accounts, certificates of deposits, etc., must be promptly recorded upon receipt of the bank statement and/or credit advice from the bank. These earnings shall always be placed in the director's account except where directed by a scholarship or endowment fund.

D. Lost and Damaged Textbooks: Monies collected for lost and damaged textbooks will follow the normal collection procedures. All collections will be recorded to textbooks payable and remitted to the directors prior to the fiscal year-end.

E. Property Deposits (lock rentals, etc.): Because all property deposits may be fully or partially refundable, it is highly recommended that receipts be issued to those students.

F. Commissions: Some Brooksville Engineering Science & Technology activities have chosen vendors who handle all collections and then pay a commission to the Brooksville Engineering Science & Technology at the close of sales (for example, Brooksville Engineering Science & Technology pictures).

G. Yearbook: The following procedures apply to yearbooks:

1. Monies collected for yearbook sales must be receipted using the computer generated unique numbered Monies Collected Receipt. When funds are remitted to the directors, a Report of Monies Collected showing receipt numbers issued (beginning number through ending number) must accompany the funds. At year-end the yearbook sponsor shall submit a Yearbook Report (see Appendix). The report is an analysis of yearbooks purchased, sold, returned to publisher and on-hand.

H. Property Damage Reimbursements: Any reimbursements collected from students, parents, or other outside individuals for damage to Brooksville Engineering Science & Technology property must be remitted to the directors at the time of collection.

I. Facilities Rental Fees: Any fees collected from outside individuals or organizations for the use of Brooksville Engineering Science & Technology property must be remitted to the directors at the time of collection. Unless the individual or organization renting the Brooksville Engineering Science & Technology facilities provides a copy of a valid sales tax exemption certificate, sales tax on the amount of the facility charge must be collected. The copy must be retained with the Application for Use of Building and/or Grounds (see Appendix). The sales tax amount must be separately identified on the invoice sent to the tenant.

APPENDIX 6

BOARD APPROVED POLICIES AND PROCEDURES

Chapter 1 - General Policies

Section I - Policies

State Board of Education Guidelines (Financial and Program Cost Accounting and Reporting for Florida Schools "Red Book" – Chapter Seven); Brooksville Engineering Science & Technology(BEST) Board Policy Handbook and Internal Accounts Policies.

1.0 Principles

The following are the broad principles governing internal funds. The broad principles establish the basic foundation for internal fund activity as prescribed by Financial and Program Cost Accounting and Reporting for Florida Schools – Chapter Seven, Section I.

A. The BEST Board shall be responsible for administration and control of internal funds of the School, and in connection therewith shall:

1. Adopt written rules governing the receipt and disbursement of all internal funds and for the accounting of property pursuant to Florida Statutes.
2. Provide for an annual audit of internal funds in accordance with SBA Rule 6A-1.087, F.A.C.

B. The financial transactions of the School shall be accounted for in the school's internal funds. All funds handled by School employees during normal working hours shall be included in and become part of the internal funds of the School. All organizations of the School, or operating in the name of the School, which obtain monies from the public, shall be accountable to the BEST Board for receipt and expenditure of those funds in the manner prescribed by the BEST Board. If authorized by BEST Board rule, a school-based direct support organization as authorized by Section 237.40 F.S., may have all financial transactions accounted for in school internal funds.

C. Funds collected by and used for the benefit of faculty and staff may be exempt from the preceding requirements at the option of the BEST Board.

D. School internal account funds shall be used to benefit activities authorized by the BEST Board.

E. Student participation in fundraising activities shall not be in conflict with the program as administered by the BEST Board.

F. The objective of fundraising activities by the school, by any group within, or in the name of the school shall not conflict with programs as administered by the BEST Board.

G. Funds collected shall be expended to benefit those students in school unless those funds are being collected for a specific documented purpose. Those internal account funds designated for general purposes shall be used to benefit the student body.

H. Collecting and expending of school internal account funds shall be in accordance with the Florida Constitution, Statutes, State Board of Education rules, and School Board rules. Sound business practices must be observed in all transactions.

I. The School shall operate within a budget formulated by the directors. The format of the budget shall be prescribed by the directors and in compliance with that required for reporting to the BEST Board and the Hernando County School Board (HCSB).

J. Purchases from internal accounts shall not exceed the resources of the applicable student activity/project account, except for items acquired for resale or items authorized by BEST Board rule.

K. An adequate system of internal control shall be maintained in order to safeguard the assets of the school internal funds.

1.1 Responsibilities of Internal Accounts

The following are the responsibilities for processing internal fund accounts.

A. BEST Board

1. Shall require that its written policies relating to internal funds be enforced.
2. Shall provide for an annual audit of internal funds by a certified public accountant or qualified auditor.
3. Shall open and initial official bank statements

B. Directors

1. Shall administer all rules and policies established by the BEST Board relating to internal accounts.
2. Shall have the authority to implement all policies and rules pertaining to the supervision and administration of internal funds in accordance with established policies and procedures of the BEST Board.
3. Shall be held accountable for the handling of all phases of internal accounting in the school.
4. Shall use a uniform system of accounting as required for reporting by HCSB.
5. Shall submit to the BEST Board monthly and annual reports of internal accounts.
6. Shall be directly responsible for the conduct of student financial activities in accordance with the policies, rules and procedures, and as amended from time to time.
7. Shall have the opportunity to participate in the preparation, modification, and interpretation of policies and procedures affecting internal funds. Federal regulations, state laws, and State Board regulations are to be observed.
8. Shall be responsible for all internal accounts.
9. Shall maintain records and follow procedures as adopted by the BEST Board.

C. School Employees

1. Shall be responsible for compliance with all applicable laws, rules, policies and procedures in all internal account transactions.

1.2 Audits

A. In accordance with State Board Rule, 6A1.087, Florida Administrative Rules, the BEST Board shall provide for an annual audit of internal accounts by a person certified by the State Board of Accountancy as a certified public accountant or qualified internal auditing staff employed by the BEST Board. The auditor shall submit a signed, written report to the BEST Board covering internal funds, which shall include any notations of any failure to comply with requirements of Florida Statutes, State Board rules, and policies of the School Board, and commentary as to financial management and irregularities. Such audit shall be presented to the BEST Board while in session and filed as part of the public record.

B. The audit report shall be distributed to the BEST Board, the HCSB, and the directors.

C. The BEST Board shall be notified when changes of directors, accountants and/or auditors or other staff with significant internal account activity occurs.

1.3 Bank Account Reconciliation

Bank statements, arriving by mail, will be opened and verified by a member of the governing board. Account statements will subsequently be reconciled each month using the Quick Books software. All account statements, bank statements, financial statements, and account reconciliation reports will be available for available for board review at each regularly scheduled board meeting.

Chapter 3 - Purchasing & Expenditures

Section I - Policies

State Board of Education Guidelines (Financial and Program Cost Accounting and Reporting for Florida "Red Book" – Chapter Seven); Brooksville Engineering Science & Technology, Inc. Board Policy Handbook and Internal Accounts Policies.

3.0 Purchasing Requirements (Chapter Seven, Section III, 3.1)

A. The requirements pertaining to purchases and securing bids on purchases made from public funds shall be observed when purchases are made from internal funds except that:

1. Brooksville Engineering Science & Technology Board's approval of internal account vouchers is not required unless specifically provided for by Brooksville Engineering Science & Technology Board rule.
2. Brooksville Engineering Science & Technology Board requirements for internal funds may be more strict than those required for public funds.
3. Brooksville Engineering Science & Technology Board approval is required for all expenditures exceeding $2,000.

3.1 Responsibility (Chapter Seven, Section III, 3.2)

A. The Brooksville Engineering Science & Technology Administrative Director and Curriculum Director are fully responsible for all purchases and purchase commitments requiring present or future disbursement of internal fund monies. These two (2) persons are solely responsible for all sub processes in Chapter 3.

B. The Brooksville Engineering Science & Technology directors are responsible for the making of purchases from internal funds and the securing of quotations and awarding of contracts.

C. No person, unless authorized to do so by the directors, may make any purchase involving the use of Brooksville Engineering Science & Technology funds.

3.2 Bids (Chapter Seven, Section III, 3.3)

A. Bids shall be requested from three or more sources for any authorized purchase exceeding $2,000.

B. The directors shall have authority to reject all bids and/or request new bids. In acceptance of bids, the directors shall accept the lowest and best bid.

C. The Brooksville Engineering Science & Technology Board may establish more strict requirements for bids.

D. The Brooksville Engineering Science & Technology Board may establish procedures requiring competitive quotations for all or selected types of purchases in amounts under the Board-adopted bid requirement. Such quotations shall be documented.

3.3 Property Acquisition and Control (Chapter Seven, Section III, 3.6)

A. Tangible personal property as defined in Chapter 274.01, Florida Statutes, purchased or acquired by donation becomes the property of the Brooksville Engineering Science & Technology Board and is subject to the Board's procedures for property control.

B. Notification to the Brooksville Engineering Science & Technology directors is required when items that meet the criteria for fixed assets are purchased or received as a donation. A full description of any equipment or property acquired by a Brooksville Engineering Science & Technology must be given, including make, model, serial number, date acquired and total cost or fair market value for donated property.

C. Expenditures for buildings, remodeling, renovation, repairs, or alteration to the facilities or any property involving risk must have prior written approval of the Brooksville Engineering Science & Technology Board.

D. Approval must be obtained from the Brooksville Engineering Science & Technology Board or landholder to change, alter, or attach permanent fixtures to Brooksville Engineering Science & Technology property, or to utilize more than the ordinary amount of utilities.

3.4 Check Signatures (Chapter Seven, Section III, 1.3)

A. Each account shall have at least two authorized check signers, one of whom must be the directors. These names shall be kept on file for audit. All checks must be signed by two signers as prescribed by the directors, if not prescribed by Brooksville Engineering Science & Technology Board rule.

B. The directors are responsible for all financial transactions and proper check signatures.

C. Under no circumstances shall blank checks be signed.

3.5 Restricted Expenditures (Chapter Seven, Section III, 3.5)

A. The following expenditures from internal funds are deemed inappropriate and shall not be made except from trust funds collected for a specifically identified purpose.

1. Articles for the personal use of any student, employee, or other person; except those items which are identifiable as being in recognition of service or promotion of Brooksville Engineering Science & Technology activities and those items identified under Rule 6A-1.043, FAC, Promotion and Public Relations Expenditures. Such items may be purchased as appropriate from general funds.

2. Personal memberships or subscriptions.
3. Loans, credit, or accommodation purchases for any personal individual.

3.6 Petty Cash (Chapter Seven, Section III, 3.4)

A. If authorized by Brooksville Engineering Science & Technology Board rule, petty cash funds may be established for internal funds.

3.7 Internal Accounts General Policies

A. Purchases for any group shall not exceed the cash resources of that group during any Brooksville Engineering Science & Technology year except as approved by the directors.

B. Brooksville Engineering Science & Technology employees or others are not to make personal purchases through student activity accounts in order to take advantage of purchasing privileges such as discounts, tax exemptions, etc.

C. Approved prenumbered checks shall be used as the means for disbursing funds, and as the basis for accounting entries, with the exception of disbursements from properly established petty cash funds.

D. Internal funds shall not be used to cash checks to accommodate individuals, make any kind of personal loans, or extend credit.

E. Brooksville Engineering Science & Technology internal funds shall be expended for the purpose for which they are collected. Brooksville Engineering Science & Technology Board policies governing expenditures apply regardless of the method of making payment, whether by check or from a petty cash fund. Payments in cash are prohibited, except for properly authorized petty cash funds.

F. Evidence supporting all expenditures must be kept on file and available for audit. These must be in the form of authorized purchase orders, original signed receipts or invoices, etc.

G. Under Section 112, Florida Statutes, purchases should not be made from any Brooksville Engineering Science & Technology Board employee or from a company owned in whole or in part by an employee. There are certain exceptions to the provisions of the Statute, for example, if the goods or services are purchased using a competitive bid process, or if a system of rotation is used which makes the process completely fair to those vendors who are not employees of the agency. Under any circumstances payment must be made to a vendor with a separate tax identification number from the employee.

H. Purchases for any group shall not exceed the cash resources of that group during any Brooksville Engineering Science & Technology year except as approved by the directors.

I. No student activity account(s) shall be held responsible for an expenditure in excess of $500.00 made by a pupil or teacher or by any other employee who has not first received an approved check requisition/purchase order form from the directors.

J. Where expenditures require prior authorization, Brooksville Engineering Science & Technologys should anticipate their needs in time to permit processing and proper clearance of written authorization requests. Expenditures should not be made until the directors have authorized the expense.

K. Invoices must be paid on a timely basis. In most instances, the due date is stated on the vendor's statement. Payment must be made in time to avoid penalties and late charges. Also cash discounts for early payment must be taken when offered.

L. Invoices must be properly canceled when paid.

M. Persons signing checks shall require proper and adequate supporting evidence such as invoices, vouchers, or receipts.

N. Generally, funds collected are to be expended to benefit those students currently in Brooksville Engineering Science & Technology for whom the monies were accumulated.

3.9 Travel Procedures (Faculty Members and Students)

A. Travel expenses may be paid from internal accounts. Such travel must be properly authorized, and all claims must be adequately documented.

B. Travel reimbursement from internal accounts must not exceed the maximum approved by law. Per diem, meals, lodging and other travel allowances must meet the legal limits established by state law and Brooksville Engineering Science & Technology Board policy.

Section II - Procedures

Every effort shall be made to take advantage of Hernando County School District approved contracts, bids and quotes, and items available through the warehouse. However, if supplies, services, and equipment cannot be purchased through the District and outside vendors are needed, the following procedures shall be followed.

3.2 Check Requisition/Purchase Order Request

A. Internal Accounts purchases must be documented with a Check Requisition or Purchase Order. These forms document information about the anticipated purchase and the Administrative Director's and Curriculum Director's approval of the commitment. The approval of a purchase order request is intended to serve as authorization for this purchase, not authorization for payment. This form is also used for requesting checks for payments included with an order, reimbursement of expenses, or payment to the District for monies collected at Brooksville Engineering Science & Technology (such as textbooks payable, athletic participation, fees, etc.).

B. Check requisitions and/or purchase order requests are to be completed and properly approved prior to purchase.

C. A comparative market analysis for any Charter School Program (CSP) Grant purchases in excess of $500 must be completed prior to issuing Purchase Requisition and/or Purchase Orders.

D. Check requisitions and/or purchase order requests are required for any purchase $500.00 or greater at the discretion of the Brooksville Engineering Science & Technology directors.

E. The check requisition/purchase order request must contain adequate documentation including formal quotes and bids including written and/or printed estimates/prices. Verbal quotes are not acceptable.

F. The check requisition/purchase order request must be signed by the sponsor and approved by the directors or designee prior to the purchase.

3.3 "Blanket" Purchases

A. Recurring expenses, such as soft drinks, may be covered by a blanket purchase order, which should be issued for a one year period. Such blanket purchase orders shall give the authority for these purchases. Each time an invoice is recorded against a purchase order, it should be noted or recorded in the check register and kept for audit purposes. A copy of the purchase order must be kept with the check voucher, and the final payment must have the original purchase order attached. The signature of the directors or designee is required prior to issuance.

3.4 Disbursements

A. Obligations for services, equipment, or supplies shall be paid only upon receipt of an itemized invoice and a receiving statement signed and dated by the sponsor or responsible employee, certifying receipt of merchandise as described and in proper condition. All of these documents, including the approved purchase order, must be attached to the check voucher for audit purposes.

B. Every effort shall be made to secure an original invoice as proof of purchase or service rendered. A statement is not an invoice and should not be used as the sole basis for payment. A canceled check is acceptable as evidence in lieu of an invoice. If no receipt or invoice is available, a signed, dated, written explanation of the expenditures, approved by the directors, shall be recorded on or attached to the check requisition/purchase order.

C. Evidence supporting all disbursements must be kept on file. The check requisition/purchase order, detailed invoice, receiving report and any other documentation must be attached to the check voucher. The check number, amount, and date of payment must be shown on each check voucher.

D. Initials or rubber stamp signatures are not permitted on invoices to certify receipt of materials or services in good order and may not be used on check requisition/purchase orders, check vouchers, or checks.

E. All checks must be signed with two signatures as prescribed by the directors, and at least one signer must be an administrator.

F. If, for any reason, a check must be voided, "VOID" must be written across the face of the check. After reconciliation of the bank statement with the ledger, voided checks shall be kept for audit purposes.

G. Checks that have erasures or alterations of any type on them must not be used. Such checks must be voided.

H. Blank checks must not be signed or co-signed by either party in advance of requirement.

I. Checks must not be made payable to CASH for any reason.

3.10 Property Records

A. Equipment costing $750 or more and all CSP funded capital outlays (all items with 600 series object codes) must be placed on the Brooksville Engineering Science & Technology property records inventory. State law also requires that this property be tagged and inventoried annually.

B. Equipment donated to the Brooksville Engineering Science & Technology in excess of $750.00 must be reported to Property Control on a Report of Acquisition, Transfer, or Disposition of Property Form (see Appendix) in order that the item might be tagged and placed on the property records inventory.

C. The school will clearly label and maintain an inventory of all equipment/inventory purchased with Charter School Program grant funds as "Property of the Hernando County School District, Brooksville Engineering & Science Academy, Item/Serial #, Purchased with Federal CSP Grant Funds." 2) The school will update the inventory report when all new purchases are received and conduct a complete inventory at the beginning and end of each school year. The inventory report will include Item ID, Item Description, Funding Source (CSP, FEFP), Acquisition Date, Cost, Location/Room, Condition, and Disposition Date. The Condition will show the current status of each item (New, Good, Fair, Poor, Lost/Stolen, Broken/Not Repairable, Disposed-Sold, Disposed-Not Usable). The school will contact the district in advance if it intends to sell any equipment/inventory. Any funds received from the sale of any Charter School Program-funded equipment/inventory will be used for a like purpose (purchase other equipment/inventory). The school will record the sale according to Red Book requirements and provide an update of its inventory to the district.

Chapter 4 - Fundraising

Section I - Policies

State Board of Education Guidelines (Financial and Program Cost Accounting and Reporting for Florida "Red Book" – Chapter Seven); Brooksville Engineering, Science and Technology, INC (BEST) Academy Board Policy Handbook and Internal Accounts Policies.

4.0 Overview (Chapter Seven, Section III, 4.4)

A. Each fundraising activity shall be planned to finance a specified objective.

B. Each fundraising activity shall have the approval of the organization sponsor and the directors.

C. The directors shall control the fundraising activities conducted in the name of the BEST Academy, and assure that the purposes are worthwhile.

D. Under certain circumstances, BEST Academy as a non-profit organization exempted under IRS Section 501(c) may hold raffles.

E. Fundraising activities for which students are charged an admission shall not be presented during BEST Academy hours.

F. When any BEST Academy organization or group is involved in a fundraising activity or any function exposing the BEST Academy Board to extraordinary liability, approval must be obtained in advance from the BEST Board.

G. Collections for all BEST Academy-sponsored fundraising activities must be deposited in the internal fund, and all transactions in connection with the activity conducted in accordance with BEST Academy Board rules.

4.1 Fundraising Guidelines for BEST Academy

A. An organizational meeting should be held with all parties involved to review goals, dates and materials to insure that the fundraising program is consistent with established policy.

1. An explanatory letter, detailing the need for the project and the sale guidelines, should be attached to the order form.
2. A place for the parent signature will be included in the letter to insure that they have read and understand the guidelines and agree to adhere to the statement prohibiting student participation.
3. Companies should furnish to the parents a computerized accounting of orders, detailing how much is owed from each customer, including applicable state sales tax.

4. A second explanatory letter should be included with the accounting sheet, detailing the procedure of how and when the orders are to be paid for and received.

B. Presentation of the fundraising program should be directed only to adults (parents, guardians, etc.) and not involve students during instructional times of the day.

C. A well-organized product distribution for parents, guardians, etc., should be held after school. They should bring in their computer sheets, pay for and receive their orders, and any incentives.

D. Incentives for participating in the fundraising project are to be determined by the BEST Academy directors and the BEST Academy fundraising chairman/sponsor.

E. Florida Department of Revenue Statute 12A-1.001, Article 15(d) specifies that tangible personal property sold through the BEST Academy for fundraising purposes is taxable based on the delivered cost to the BEST Academy. The Florida State Parent Teacher Association (PTA) recommends that the company be a registered sales tax vendor in the State of Florida, who will agree to collect and pay sales tax to the Department of Revenue.

F. These guidelines for fundraisers involving the sale of merchandise are intended to insure the following:

1. The safety of the students is insured by limiting their participation in the process to taking home the fundraiser information.
2. These guidelines include no encroachment on the instructional day.

4.2 Internal Accounts General Policies

A. All fundraising projects and activities by the BEST Academy or groups within the BEST Academy shall contribute to the educational experiences of students and shall not be in conflict with the overall instructional program.

B. A parent-teacher association or other organization connected with the BEST Academy may sponsor fundraising activities provided that BEST Academy work and time are not affected. Such activities shall be conducted in accordance with the policies of the BEST Board and with the approval of the directors.

Section II - Accounting Controls and Procedures

All fundraising activities must be approved in writing by the directors or designee. Planning for fundraising activities should include procedures to insure all funds and products are accurately documented and properly safeguarded.

4.0 Fundraising Procedures

A. Prior to the start of fundraising activities and the procurement of merchandise for sale, the directors or designee must approve the activity.

B. All products purchased for resale must be accounted for at retail value. Make a full count of all items received BEFORE the sale starts. An example follows:

Estimated Costs:	
Received for resale	100 boxes of candy
Purchase price	$0.50 per box
Total costs	$50.00 (100 x $0.50)

Estimated Revenues:	
Received for Resale	100 boxes of candy
Selling price	$1.00 per box
Expected income	$100.00 (100 x $1.00)
Gross profit	$50.00 ($100 - $50)

C. A fundraising report recap must be filed with the director's office at the close of each fundraising activity. Any material variances or explanations must be properly documented and attached to the form.

D. Any reduction in the price of the product or service must be documented in writing at the time of the reduction and must be approved by the directors or designee. All items used as prizes or gifts must be documented at the time a fundraising activity is contracted.

E. Florida sales tax must be paid to the vendor at the time any fundraising supplies are purchased.

F. Other types of fundraising require pledges from individuals, such as walk-a-thons, dance-a-thons, etc. In these cases, all pledge sheets must be retained for audit. Each pledge sheet total must agree with the amount of monies deposited for each student, unless verified by the student and sponsor as uncollectable.

G. Special events such as barbecues, dances, etc., represent yet another form of fundraising activity. These may require the use of tickets, with the following guidelines:

1. If the BEST Academy prints tickets, an inventory of all tickets printed must be maintained.
2. All tickets must be controlled by the directors.

3. All unsold tickets must be maintained for audit.

H. The sponsors and students may be required to reimburse the BEST Academy for funds, items or services for which there is no acceptable documentation for sales, spoilage, theft, or uncollectable bills for services.

Chapter 5 - Reports

Section I - Policies

State Board of Education Guidelines (Financial and Program Cost Accounting and Reporting for Florid "Red Book" – Chapter Seven); Brooksville Engineering, Science and Technology Academy INC (BEST) Board Policy Handbook and Internal Accounts Policies.

5.0 Overview (Chapter Seven, Section II, 7 through 10)

A. Internal funds shall be accounted for on the same fiscal year basis and accounting basis as all other BEST Academy District funds. No BEST Academy organization shall make expenditures that exceed the cash resources available to that organization. All accounts payable shall be disclosed to the BEST Academy Board at year-end.

B. Bank statements shall be reconciled as soon as received, preferably by a person other than the person who receipts and disburses funds. It is acknowledged, however, that this is generally not practicable. Therefore, bank reconciliations are reviewed monthly by the BEST Board.

C. Monthly financial statements shall be made in an approved written form to provide the BEST Academy Board with financial information necessary for decision-making. An annual report prepared by the directors will provide data for inclusion of internal funds in the Hernando County School District's annual financial statements.

D. Accounts shall be subject to limits, which the BEST Academy Board may prescribe.

5.1 Reports (Chapter Seven, Section III, 4.1)

A. The director's financial report and any other interim reports shall be prepared and submitted monthly to the BEST Board.

B. At the close of the BEST Academy year, the annual report shall be prepared as Hernando County School District procedures provide, and shall be attested to by the directors and the preparer by their signatures as to its accuracy on reflecting the year's activity and year-end balances to be included in the Hernando County School District's Annual Financial Report.

5.2 Inactive Account Balances (Chapter Seven, Section III, 2.3 (f))

A. Any remaining balances in the account of a graduated class after graduation of that class, and after the class has had an opportunity to determine the disposition of the balance, should be considered as belonging to the general fund following a reasonable time after the date of graduation. The same procedure should apply to the fund balance of any club account three months after the close of the BEST Academy year during which said club account becomes inactive.

5.3 Internal Accounts General Policies

A. In keeping with sound business practices and good accounting procedures, it is understood that no account is allowed to have a deficit balance at BEST Academy year-end.

Section II - Accounting Controls and Procedures

Financial reports are those reports designed to provide financial information necessary for the correct administration of internal funds and compliance with state and federal regulations. These reports provide necessary information to enable control of internal fund activity.

5.0 Bank Statement Reconciliation Report

A. The importance of reconciling the bank balance cannot be over-emphasized. It must be done monthly, and the procedure is as follows:

1. When the bank statement has been received (usually several days after the end of the month), canceled checks should be arranged in a numerical sequence (if applicable).
2. Each check that has been paid and returned with the bank statement should be checked off.
3. If there are deposits in transit (deposits entered in the record book during the same period but not shown on the bank statement) they should be included in the next months' reconciliation.
4. Outstanding checks (checks that were issued during the period covered by the statement, but which have not cleared the bank) should be included in the next months' reconciliation.
5. The available bank balance should be equal to the balance per ledger and should be the same as that shown on the Balance Sheet. If the amounts do not agree, a mistake has been made either in the ledgers or in the reconciliation procedure and must be traced to the source immediately. Corrections must be made for any mistakes discovered. Sometimes it is necessary to verify each canceled check and each deposit against the bank statement and/or ledgers to find the error. If an error is found on the bank statement, the bank must be notified immediately so a correction may be made.
6. If the bank requires any type service charge on internal funds or if there is a charge for check printing, deposit slips, etc., the amount of the charge must be posted to the ledgers through a negative deposit before starting the bank reconciliation.
7. Occasionally, debits and credits will be made to a BEST Academy account through error. The bank must be notified immediately. The bank will issue a credit or debit advice correction to the BEST Academy account, off-setting the erroneous charge. Neither the charge nor the credit need to be posted to the ledgers; however, the error needs to be shown on the bank reconciliation as a reconciling item until the bank issues a debit or credit to the BEST Academy account to correct the error.
8. Checks returned by the bank, primarily due to insufficient funds or closed accounts, are accounts receivable to the BEST Academy's internal funds. Returned checks can be carried as unrecorded reconciling items for thirty days. If the checks have not cleared within thirty days they must then be recorded to the appropriate accounts receivable account for the project.

5.1 Monthly Financial Reports

A. The Monthly Financial Reports (see examples in Appendix), including the completed and signed Monthly Financial Report Checklist (see Appendix) must be submitted to the Finance Department. The report, along with a copy of the bank reconciliation report and bank statement, is due by the 25th of the month for the preceding month or the first business day following the 25th if it falls on a weekend.

5.2 Year-End Requirements

A. The close-of-business for the last month of the fiscal year is the appropriate time for an analysis of all projects, to determine required transfers of monies that conform to BEST Academy Board policy, keeping in mind that:

1. No project shall show a deficit balance at year-end.
2. Change Fund accounts must be closed out at the end of each BEST Academy year.

5.3 Year-End Reports

A. The necessary forms will be provided to BEST Academy for completion of year-end reports except as noted elsewhere in this manual.

Chapter 6 - PTAs and Booster Clubs

Section I - Policies

State Board of Education Guidelines (Financial and Program Cost Accounting and Reporting for Florida "Red Book" – Chapter Seven); Brooksville Engineering, Science and Technology Academy INC (BEST) Board Policy Handbook and Internal Accounts Policies.

6.0 Cooperative Activities - PTAs and Booster Clubs (Chapter Seven, Section III, 4.3)

A. A cooperative activity is one in which the BEST Academy participates with outside groups such as the Parent Teacher Association (PTA) or booster clubs through planning, staging, or conducting BEST Academy-related activities. Such activities may be held on or off the BEST Academy grounds and will usually take the form of fundraising events such as carnivals, paid entertainment, or food sales.

B. Such activities must be approved by the directors and beneficial to the students. BEST Board procedures shall be followed to provide appropriate accounting for funds and to insure compliance with policies contained herein. If a share of the proceeds is to be disbursed to the cooperating group, a prior written agreement must be executed.

Section II - Accounting Control and Procedures

6.0 PTAs and Booster Clubs

A. Cooperative activities with booster organizations or PTAs are encouraged and appreciated, and may be established with the knowledge and consent of the directors, to support or complement individual BEST Academy programs and activities. The directors charged with responsibility for the program or activity for which the booster club or PTA is formed to assist, or director's designee, shall be an active member of all such organizations.

B. BEST Academy directors may enter into written agreements with PTAs, booster clubs, and other patron organizations in connection with student activity events, to participate through providing materials or services for sale. These may include sale of souvenirs, production and sale of football or other event programs, operation of concession stands and others. The distribution of profits shall be specified in the agreement; otherwise, the total proceeds shall belong to the BEST Academy and shall be deposited in the BEST Academy's internal funds. All such agreements shall be retained for audit purposes. Subsidiaries of the national PTA may submit a Plan of Work to satisfy this requirement.

C. All fundraising activities and projects of BEST Academy-related or patron and booster organizations must have prior knowledge and written approval of the directors or designee.

D. BEST Academy-related patron and booster organizations are permitted to hold their own fundraising activities and to account for their collections and disbursements through their own bank accounts provided the following procedures must be followed:

1. Each authorized organization is required to submit to the directors a PTA/Booster Organization Financial Report listing projects, receipts, disbursements, accounts payable, and other data no less than semiannually, and preferably monthly. Subsidiaries of the national PTA will submit two financial statements showing business conducted during the year.
2. The PTA/booster organization's accounts shall be audited annually by a certified public accountant (CPA), certified internal auditor (CIA), or an auditing committee of not less than three members. The executive board and the directors shall appoint the auditing committee. The CPA, CIA, or the auditing committee shall submit a signed, written report to the BEST Academy. Subsidiaries of the national PTA will submit a report of the financial review that is done, according to PTA bylaws, annually.
3. The directors will maintain a file on each organization containing the financial statements and audit reports, and maintain a listing of operating organizations that have not filed reports for review by the Finance Department.

E. All patron or booster groups formed for support and promotion of any or all programs and activities of the BEST Academy shall adhere to PTA, Southern Association of

Colleges and BEST Academys, and Florida High BEST Academy Activities Association rules regarding non-interference with BEST Academy administration or BEST Academy programs.

F. A patron organization or individual shall not use a BEST Academy Board Tax Identification Number (Federal T.I.N.) or the BEST Academy Board's Florida Sales Tax Exemption Number or any other number assigned to the BEST Academy District, in accordance with state and federal law.

Chapter 7 - Miscellaneous

Section I - Policies

State Board of Education Guidelines (Financial and Program Cost Accounting and Reporting for Florida "Red Book" – Chapter Seven); Brooksville Engineering, Science and Technology Academy INC (BEST) Board Policy Handbook and Internal Accounts Policies.

7.0 Retention of Records (Chapter Seven, Section III, 4.5)

A. Chapters 119 and 267, Florida Statutes, provide that no public official may mutilate, destroy, sell, loan, or otherwise dispose of any public record without the consent of the Bureau of Records and Information Management of the Department of State. Provided applicable audits have been released, records may be disposed of in accordance with procedures established by Department of Records and Forms Management. Examples of such records of internal funds could include check requisitions and documentation, canceled checks, recap of collections, journals, ledgers, financial reports, purchase orders, payroll records, and serialized forms.

B. Procedures for destruction of records shall be in accordance with Chapters 119 and 267, Florida Statutes.

7.1 Sale of Food and Beverages (Chapter Seven, Section III, 4.6)

A. The sale of food or beverages to students by direct sale or through vending machines shall be in accordance with State Board of Administration Rule 6A-7.042, Florida Administrative Code.

7.2 Purchases Subject to Sales Tax (Department of Revenue - Sales & Use Tax Rules - 12A-1.001(15))

A. The sale of BEST Academy books, including printed textbooks and workbooks containing printed instructional material, and questions and answers for BEST Academy purposes used in regularly prescribed courses of study in public BEST Academy are exempt.

B. Yearbooks, planners, magazines, directories, bulletins, papers, and similar publications distributed by educational institutions to the students are classified as BEST Academy books and are treated in the same manner as other BEST Academy books.

C. Sale of BEST Academy materials and supplies are taxable regardless of by whom sold; however, for the sake of convenience, BEST Academy and their respective PTAs have been granted the privilege of paying tax to their suppliers on BEST Academy materials and supplies that they purchase for resale to students, and the tax is passed on to the student as part of the selling price.

D. On the sale of food and drinks through vending machines, the BEST Academy must pay sales tax to the supplier on the cost of the food or drinks delivered to the BEST Academy.

E. The sale of photographs by photographers for use in students' yearbooks is taxable if the student makes the purchase and payment. They are exempt only if payment is made from BEST Academy funds.

F. Band uniforms, athletic uniforms and equipment, caps and gowns and other items of clothing bought and paid for by a BEST Academy with ownership and title remaining in the BEST Academy are exempt. If the student keeps any of these items, then the purchase is subject to sales tax.

G. Tangible personal property sold outright or rented through the BEST Academy to students is taxable based on delivered cost to the BEST Academy on the amount charged to the student upon sale or rental. Student photographs, candies, confections, and novelties sold to students or the public for fundraising purposes come within this rule.

H. Admissions to athletic or other events held are exempted only when student or faculty talent is utilized.

I. If meals for members of BEST Academy organizations are paid for out of BEST Academy funds, the person paying for them may give a certificate to the person collecting for them, stating that the meals are purchased from the BEST Academy funds for BEST Academy purposes. This will relieve the seller of the responsibility of collecting sales tax on the meals. The certificate referred to above can best be in the form of a copy of the BEST Academy purchase order form.

Section II - Accounting Control and Procedures

7.0 Retention of Records

A. Requests for authority to destroy records must be submitted to the Hernando County School District Record Retention Office and shall describe the specific records and fiscal years covered by the request, as well as the dates the audits were completed. No records pertaining to internal accounts may be destroyed or otherwise disposed of without prior written authorization by the BEST Board. It is strongly recommended that internal accounts records be properly boxed and stored on an annual basis.

7.1 Sale of Food and Beverages

A. Vending machines – Directors are authorized to approve the sale of food and drinks to students and faculty through vending machines. Exclusive sale agreements entered into by BEST Academy must be honored by Internal Accounts.

B. As a benefit to employees, directors are authorized to approve the sale of food and beverages to employees. Monies collected from these sales shall be deposited in the BEST Academy's internal accounts. Profits from these sales may be expended for the benefit of employees or students.

7.2 Purchases Subject to Sales Tax

A. The general rule for the payment of sales tax is that all expenditures from internal accounts are exempt from sales tax when made for customary instructional activities and which do not represent expenditures for items for resale to individuals, including the general public.

B. Individuals and sponsors requesting reimbursement for purchases paid by them, which includes sales tax, should not be reimbursed the sales tax, if such purchase would have been exempt from sales tax if paid by the BEST Academy. When individuals and sponsors pay for purchases, they must provide the vendor with the BEST Academy sales tax exemption number.

C. The same sales tax exemption number is used for the BEST Academy Board and BEST Academy and departments. Each authorized purchasing agent should have a copy of the BEST Academy Board's exemption certificate. Should another copy be needed, contact the directors.

7.3 Fee Supported Programs

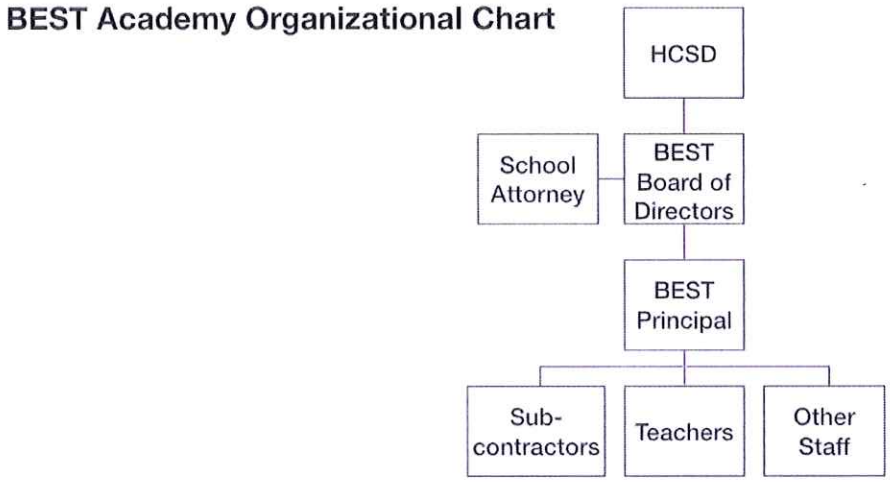
A. The BEST Academy Board shall permit fee supported programs and camps of special interest to be offered at various BEST Academy locations upon the review and approval of the BEST Academy directors and the BEST Board.

B. Procedures for these programs are as follows:

1. Program Applications and Budgeting: BEST Academy directors interested in having a Fee Supported Program should obtain approval from the BEST Board.
2. Fee Collection: Once the Fee Supported Program is approved, the instructor will collect fees from participants. The instructor will follow normal internal accounts policies and procedures, including the completion of a Reports of Monies Collected, and will turn in all collections to the directors on a daily basis. All fees must be paid prior to the start of the program.
3. Refunds: If a sufficient number of participants in order to cover the cost of the program are not enrolled, the Fee Supported Program should not take place. Refunds, using normal internal accounts policies and procedures, will be issued to participants who had paid the fee. No refunds will be issued to participants who withdraw unless the request is made in writing and approved by the BEST Academy directors.
4. Returned Checks: If checks from Fee Supported Program participants are returned from the bank for insufficient funds, the BEST Academy directors will follow normal internal accounts policies and procedures to attempt collection. The entire fee and the service fee for the returned check must be paid before the participant will be allowed to return to the Fee Supported Program.
5. Purchases: Instructors will follow normal internal accounts policies and procedures regarding purchases for the Fee Supported Programs. Purchase orders should be completed and approved by the BEST Academy directors prior to the actual purchase of items.
6. Payroll: Time for all participating employees will be reported on a BEST Academy time sheet, and the total time will be transferred to the payroll database under the employee's appropriate number for the Fee Supported Program.

APPENDIX 7

ORGANIZATIONAL CHART



APPENDIX 8

STAFF PLAN

BEST Academy will maintain a certified teacher in each of the following core subject areas:

- Math
- Science
- ELA
- Social Studies

Two certified teachers will be maintained in elective courses:

- Technology
- Spanish

BEST will further maintain 1-2 staff members in its' Education Beyond the Classroom Program. BEST will maintain a principal and appropriate office staff.

BEST Academy will continue to utilize additional necessary school services through the Hernando County School District.

BEST Academy aligns with the salaries of the Hernando County School District.

Job Descriptions for the stated positions are attached.

JOB DESCRIPTION-PRINCIPAL

Required Qualifications:
- Master's Degree
- Hold Florida certification in Educational Leadership or School Principal
- Minimum of three (3) years experience as an assistant principal or dean
- Must possess a valid Florida driver's license

Performance Responsibilities:
- Supervise all aspects of the school's educational program
- Assume responsibility for development, implementation and evaluation of curriculum designed to better meet needs of students
- Take action to increase student achievement scores on standardized tests
- Assume responsibility in the development, revision, implementation and evaluation of the School Improvement Plan
- Maintain high standard of student conduct and enforce discipline, according to due process rights to students
- Assume responsibility for the implementation and observance of all board policies and regulations by the school's staff and students
- Take action to build effective teams within the school
- Effectively communicate with staff, students, parents and community groups
- Establish and maintain a positive collaborative relationship with students' families to increase student achievement
- Work with stakeholders to establish goals that are congruent with the school's continuous improvement efforts
- Assume responsibility for the safety and administration of the school facilities
- Act as a liaison between the school and community and encourage community participation in school life
- Assume responsibility for assisting with hiring, training, supervising and evaluating school personnel
- Make decisions regarding the effectiveness of employee performance including recommending dismissal when necessary
- Conduct meetings of the staff for proper functioning of the school
- Establish and maintain individual professional development plans linked to student performance and clearly-defined training activities that result in better student performance
- Assume responsibility for the preparation and management of the school budget
- Delegate authority and responsibility to appropriate personnel to insure that school activities and programs are effectively supervised and implemented
- Use a systematic process to receive and provide feedback about the progress of work being done
- Sustain focus and attention to detail
- Perform other duties as assigned by the BEST Academy School Board

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 BEST Academy School Board

Evaluation:
Annual evaluation done by the BEST Academy Schoo Board

Terms of Employment:
12-month employment

Salary:
Salary based upon approved salary schedule - Administrative

Job Code:
Middle – 73002

EXECUTIVE OFFICE MANAGER

Required Qualifications:

- High School Diploma
- Minimum of five (5) years of administrative support experience, including providing office support to management-level personnel
- Knowledge of office practices, procedures and equipment
- Knowledge of business English, spelling, punctuation and math
- Knowledge of laws, regulations, rules and procedures
- Ability to take and transcribe notes from oral presentations
- Ability to deal with non-routine matters such as assigning, receiving and completing complex work in an independent manner
- Ability to develop effective working relationships with officials, department heads and other employees
- Ability to meet and deal with the public in an effective and courteous manner
- Ability to manage time and workload effectively which includes planning, organizing and prioritizing with attention to details
- Proficiency with Microsoft Office programs
- Ability to effectively communicate orally and in writing
- Must have the ability to use sound judgment and maintain confidentiality

Desired Qualifications:

- Associate's Degree
- Ability to gather information and differentiate critical from non-critical information; identify key sources; systematically obtain information through research

Performance Responsibilities:

- Greet students, parents, staff and community members
- Maintain and support strict confidentiality of student and staff records and data
- Maintain office files, dispense information and perform other clerical duties
- Prepare draft documents as requested
- Research material for the Superintendent and Assistant Superintendent of Business Services and Operations
- Compose correspondence in reply to inquiries
- Perform necessary secretarial and clerical duties for the Principal and Board of Directors
- Maintain permanent files
- Provide exceptional customer service support
- Assist managerial employees in a confidential manner in matters relating to labor relations, collective bargaining and threatened or actual litigation or administrative proceedings involving employment-related matters
- Research and investigate to assist in compiling data in preparing reports and supporting records
- Meet and deal with the public in an effective and courteous manner – especially in pressure situations
- Develop effective working relationships with officials, department heads and employees
- Organize the Principal's calendar and schedule appointments
- Schedule meetings and secure locations as needed
- Prepare and process School Board Agenda items as required

- Assist in the daily functions of the department when the principal or designee is not available
- Answer phones and direct calls
- Sustain focus and attention to detail
- Perform other duties as assigned by the Principal and BEST Board of directors

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 Principal

Evaluation:
- Annual evaluation done by the Principal

Terms of Employment:
12-month employment

Salary:
Salary based upon approved salary schedule – Confidential Level L

Job Code:
72090

SECRETARY II

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Ability to perform the functions of a Secretary I, as needed
- Knowledge of general office practices, procedures and equipment
- Computer knowledge and skills necessary to perform duties of position
- Ability to use independent judgment in performing a variety of assignments and tasks
- Ability to handle several job responsibilities simultaneously and meet deadlines
- Ability to effectively communicate with parents, staff and others in a professional manner

Desired Qualifications:

- Minimum of two (2) years of prior office experience
- Ability to pass typing test of 40 words per minute

Performance Responsibilities:

Secretary II – Office

- Type correspondence, various forms, memos and other materials
- Open, sort, date and distribute pony and mail
- Maintain appointment calendar
- Prepare reports as needed
- File various correspondence and reports
- Distribute information to teachers, parents, administrators or appropriate personnel as necessary
- Act as risk management contact for site, which includes completing Notice of Injury Reports, maintaining worker's compensation log, etc.
- Order textbooks, keep inventory of textbooks and process related paperwork
- Prepare payroll and corresponding forms
- Type and submit work orders and complete follow-up
- Prepare warehouse requisitions and corresponding paperwork
- Receive and check-in all supplies and distribute to appropriate personnel
- Maintain inventory for warehouse supplies and equipment
- Process substitutes for classroom coverage on a daily basis
- Type correspondence, various forms, memos and other materials
- Greet parents and visitors and direct them to appropriate personnel
- Answer and screen incoming calls and direct them to correct extensions
- Distribute information to teachers, parents, administrators or appropriate personnel as necessary
- Assist with registration and withdrawals for regular school year
- Receive and send student records
- Pull cumulative and Exceptional Student Education (ESE) records for various meetings
- Track pre-referrals and referrals for evaluation

- Track 504 students for annual review by sending notices to parents and teachers
- Assist in distribution and collection of all testing materials
- Review records and achievement data for student transfers
- Update transcript cards as needed
- Perform other duties as assigned by the administrator 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 site administrator and/or designee

Evaluation:
Annual evaluation done by site administrator and/or administrative designee

Terms of Employment:
12-month employment
designated as a confidential clerical position

Salary:
Salary based upon approved salary schedule - Noninstructional Level H
If designated as a confidential clerical position at site, salary schedule - Confidential Level C

TEACHER

Required Qualifications:
- Bachelor's Degree from an accredited college or university
- Hold a valid Florida Teaching Certificate for the level and subject area in which to serve
- Must be considered Highly Qualified if applicable to subject area

Desired Qualifications:
- Possess a general knowledge of child growth, development, interrelationships, etc.
- Possess a knowledge of subject area taught and current innovative trends in that area
- Be familiar with resource materials and equipment
- Be able to work with administrator, students, parents, other teachers and support staff
- Be able to judge and evaluate student achievement
- Be able to provide for individual differences in a stimulating learning situation
- Be able to motivate students in an atmosphere of respect and freedom

Performance Responsibilities:
- Teach basic skills, concepts and social competencies
- Identify long-range goals and specific objectives, and plan a program for individualized and group instruction
- Demonstrate and use audio-visual teaching aids to present subject matter to students
- Prepare, administer and correct tests and record results
- Plan lessons, correct papers and hear oral presentations
- Maintain order in classroom and in assigned duty areas
- Hold conferences with pupils, parents, principal and/or support personnel regarding the pupil's academic and social development
- Keep attendance and grade records as required by School Board Policy
- Perform other duties as assigned by the principal 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 principal and/or designee

Evaluation:
Annual evaluation done by the principal and/or designee

Terms of Employment:
10-month employment

Salary:
Salary based upon approved salary schedule - Instructional

Job Code:
Varies depending upon subject and grade level

EDUCATION BEYOND THE CLASSROOM

Qualifications:

You must be able to obtain the following certifications during the contract period:

- First Aid, CPR & Lifeguarding from a Nationally Recognized Organization (ARC, BSA, YMCA)
- Commercial Driver's License Class "B" with School Bus Endorsement (CDL Class B)
- Hernando County Health Department Epi-Pen Certification and Medication Distribution

Performance Duties and Responsibilities:

As a Outdoor Activity Program Leader, you are responsible for:

- Planning and implementing the daily, integrated, outdoor activity program.
- Establishing and maintaining relationships with volunteers, outside instructors, and con- tracted service providers.
- Establishing, maintaining, and communicating using a shared events calendar.
- Management of student conduct in **all** aspects of the Experiential Activity Program.
- Management, organization and maintenance of the EAP equipment and gear.
- Management of student movement including transitioning, staging, and participation in a given activity.
- Implementation of a daily character education program, including life skills.
- Integrate physical education, team building, and personal fitness activities within **the** EAP program.
- Implementing EAP activities that support the core curriculum.
- Transporting students to and from activity locations.
- Enforcement of established safety protocols on all trips and activities.
- Timely submission of required forms and documents.
- Responsible handling of teaching materials and gear/equipment.
- Assessment of student knowledge and skills taught through this program.

Equipment Preparation, Staging & Recovery:

The Outdoor Activity Leader must prepare for ALL activities by planning **daily** outdoor ac- tivities and exercises, staging equipment, instructional materials, safety gear, and student rewards. Preparation consists of staging all required equipment, materials, gear etc. in one central area, using a trip preparation checklist. When equipment is used during the course of an activity a recovery plan must be implemented upon return. The plan must provide for the accountability and safe return of all equipment used in addition to rapid recovery (cleaning, disinfecting) and proper storage in preparation for the next activity.

Weekly Requirements:

Attendance at after school staff meetings and subject area meetings is required. Staff meetings are held every Friday when school is in session and typically begin as early as 4:00PM.

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.

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: 10-25-2022

PLACEMENT SCHEDULE FOR NEW HIRES
INSTRUCTIONAL PERSONNEL
2022-2023

	Years of Experience	Base Salary
PLI000	0 - 10	$49,000.00
PLI011	11 - 20	$49,500.00

NOTE: This schedule is for placement only. There is no movement on this salary structure. Any years beyond 10 are for qualified military experience only and current employees with continuous employment returning to the bargaining unit with more than 10 years of teaching experience only..

Experience Credit

A maximum of ten (10) years of experience can be verified, providing proof of a successful evaluation rating in a full-time teaching position for each year of service verified. The maximum applies to all positions within the bargaining unit.

Up to ten (10) years of credit towards experience on the salary schedule shall be granted for military service. Military credit granted is in addition to the years of verified teaching experience.

Advanced Degree

For bargaining unit members hired on or after July 1, 2011, to qualify for advanced degree compensation, the advanced degree earned must be in an area of certification currently on the bargaining unit member's certificate. Advanced degrees in Curriculum, Education, and/or Educational Leadership are considered broad degrees in education and are eligible for advanced degree payment. In addition, an advanced degree that is directly related to a broad academic field (i.e. degree in history and certification in social science) will be eligible. The application of an advanced degree that is not clearly identified on a certificate will be determined by mutual agreement between both parties of the Hernando Classroom Teachers' Association and the Human Resources Department.

If the qualifications are met, the payment will be made in the form of a supplement in the following amount:
Masters = $2500 Specialist = $3500 Doctorate = $4500

If the bargaining unit member no longer holds the certification area used to qualify for the advanced degree payment, they must notify the Human Resources Department within ten (10) days from the date of the certificate change to end the supplement payment.

Critical Shortage

For positions previously designated as critical shortage areas for Hernando County, the following positions will be paid an additional amount in the form of a supplement:

Social Worker, Program Staffing Specialist, Behavior Analyst, and Employment Specialist will receive a supplement of $3,955.00 in addition to the base pay.

Speech/Language Pathologist, School Psychologists, Occupational Therapists and Physical Therapists will receive a supplement of $9,170.00 in addition to the base pay.

Board Approved: 10/25/2022

CONFIDENTIAL PLACEMENT SALARY SCHEDULE
2022-2023

Position	Level	Placement Hourly Rate	Placement Hourly Rate with AA Degree
Office Clerk	A	$ 15.25	$ 15.70
Switchboard Operator	A	$ 15.25	$ 15.70
Secretary I	B	$ 15.65	$ 16.10
Secretary II	C	$ 15.95	$ 16.40
Accounting Clerk	D	$ 16.15	$ 16.60
Data Entry Operator	D	$ 16.15	$ 16.60
Employment Specialist	D	$ 16.15	$ 16.60
Risk, Benefits, & Compliance Clerk	D	$ 16.15	$ 16.60
Secretary III	D	$ 16.15	$ 16.60
Accounting Technician - ESE	E	$ 16.35	$ 16.80
Accounting Technician - Transportation	E	$ 16.35	$ 16.80
Bookkeeper - Elementary/Middle School	E	$ 16.35	$ 16.80
Digital Marketing Specialist	E	$ 16.35	$ 16.80
District Records Specialist	E	$ 16.35	$ 16.80
Facilities Accounting Specialist	E	$ 16.35	$ 16.80
Facilities Department Secretary	E	$ 16.35	$ 16.80
Secretary to Director of Student Services	E	$ 16.35	$ 16.80
Secretary to Director of Technology	E	$ 16.35	$ 16.80
Bookkeeper - High School	F	$ 16.45	$ 16.90
Bookkeeper - Safe Schools	F	$ 16.45	$ 16.90
Food & Nutrition Services Senior Associate	F	$ 16.45	$ 16.90
Accounting Assistant	G	$ 17.00	$ 17.45
Budget Assistant	G	$ 17.00	$ 17.45
Payroll Assistant	G	$ 17.00	$ 17.45
Executive Secretary	I	$ 17.75	$ 18.20
Executive Secretary Business Services Division	I	$ 17.75	$ 18.20
Executive Secretary Support Operations Division	I	$ 17.75	$ 18.20
Finance and Procurement Specialist	I	$ 17.75	$ 18.20
Data Quality Assistant	J	$ 19.00	$ 19.45
Employee Data & Certification Specialist	J	$ 19.00	$ 19.45
Employee Relations Specialist	J	$ 19.00	$ 19.45
Human Resources Operations Specialist	J	$ 19.00	$ 19.45
Monitoring and Compliance Specialist	J	$ 19.00	$ 19.45
Professional Development Specialist	J	$ 19.00	$ 19.45
Risk, Benefits, & Compliance Specialist	J	$ 19.00	$ 19.45
Students & Families In Transition Specialist	J	$ 19.00	$ 19.45
Communications Specialist	K	$ 21.00	$ 21.45
Locksmith	K	$ 21.00	$ 21.45
School Safety Specialist	K	$ 21.00	$ 21.45
Security Systems Specialist	K	$ 21.00	$ 21.45
Transportation Parts/Inventory Specialist	K	$ 21.00	$ 21.45
Administrative Assistant - ESE	L	$ 23.00	$ 23.45
Executive Office Manager	L	$ 23.00	$ 23.45
Financial Aid Specialist	L	$ 23.00	$ 23.45
FTE Support Specialist - ESE	L	$ 23.00	$ 23.45
Grant Accounting Compliance Specialist	L	$ 23.00	$ 23.45
Maintenance Operations Specialist	L	$ 23.00	$ 23.45
Position Control Specialist	L	$ 23.00	$ 23.45
Secretary to the School Board & General Counsel	L	$ 23.00	$ 23.45
Senior Accounting Assistant	L	$ 23.00	$ 23.45
Senior Payroll Assistant	L	$ 23.00	$ 23.45

APPENDIX 9

BEST ACADEMY 2023-2028 Strategic Plan

Mission: The Brooksville, Engineering, Science, and Technology Academy provides an advanced, hands-on, STEAM centered education to middle school students through unique programs and activities in a positive, collaborative learning environment.

Vision: To bring a vigorous, hands-on education to thousands of Hernando County middle school students that results in educationally advanced, high performing high school students

Goal #1 Student Achievement

Goal Statement: Create an environment where students can attain individual success.

Objectives:
~Engage all students through a hands-on experiential activity program
~Provide a challenging, accelerated education resulting in high school credits upon leaving the program
~Improve learning outcomes for all students in literacy
~Improve learning outcomes for all students in mathematics
~Improve learning outcomes for all students in science
~Improve learning outcomes for all students in social sciences

Goal #2 People

Goal Statement: Build a dedicated workforce by recruiting, developing, and retaining exceptional professionals.

Objectives:
~Enhance recruitment and hiring processes
~Develop and support leadership at all levels

Goal #3 Facility Operations

Goal Statement: Provide a safe and well-maintained learning and work environment.

Objectives:
~Maintain operational efficiency of all buildings and assets
~Provide a safe learning environment for all students and staff

Goal #4 Communication and Community Engagement

Goal Statement: Foster positive relationships and collaboration among all stakeholders.

Objectives:
~Improve and Maintain a high level of internal and external communication
~Contribute to and grow a positive reputation within the greater community and among stakeholders

Goal #5 Fiscal Responsibility and Organizational Effectiveness

Goal Statement: Leverage resources and ensure operational efficiency to maximize organizational performance.

Objectives:
~Increase the financial position of the school
~Ensure operational efficiency in all school processes

APPENDIX 10

SPENDING REPORT PAST 5 YEARS

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2018

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1110 Truist Bank	191,109.04
Total Bank Accounts	**$191,109.04**
Other Current Assets	
1220 Due From Other Agencies	0.00
1225 Prepaid Expenses	0.00
Uncategorized Asset	0.00
Undeposited Funds	35.00
Total Other Current Assets	**$35.00**
Total Current Assets	**$191,144.04**
Fixed Assets	
1340 Furniture, Fixtures & Equip	89,665.44
1349 Accum. Dep. - FF&E	-66,995.00
Total 1340 Furniture, Fixtures & Equip	**22,670.44**
1350 Motor Vehicles	96,381.00
1359 Accum. Dep. - Motor Vehicles	-67,466.00
Total 1350 Motor Vehicles	**28,915.00**
Total Fixed Assets	**$51,585.44**
TOTAL ASSETS	**$242,729.48**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2120 Accounts Payable	0.00
Total Accounts Payable	**$0.00**
Other Current Liabilities	
2130 Salary & Wages Payable	0.00
2140 Payroll Liabilities	0.00
2220 Due To GCA	0.00
Total Other Current Liabilities	**$0.00**
Total Current Liabilities	**$0.00**
Long-Term Liabilities	
2230 Bus Loan	22,733.55
Total Long-Term Liabilities	**$22,733.55**
Total Liabilities	**$22,733.55**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2018

	TOTAL
Equity	
2790 Inv in Fixed Assets Net of Debt	28,851.89
Retained Earnings	123,602.24
Net Income	67,541.80
Total Equity	**$219,995.93**
TOTAL LIABILITIES AND EQUITY	**$242,729.48**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1110 Truist Bank	13,564.12
1112 Truist Money Market	150,000.00
Total Bank Accounts	**$163,564.12**
Accounts Receivable	
1130 Accounts Receivable	-5,461.00
Total Accounts Receivable	**$ -5,461.00**
Other Current Assets	
1220 Due From Other Agencies	0.00
1225 Prepaid Expenses	0.00
Uncategorized Asset	0.00
Undeposited Funds	140.00
Total Other Current Assets	**$140.00**
Total Current Assets	**$158,243.12**
Fixed Assets	
1340 Furniture, Fixtures & Equip	81,929.73
1349 Accum. Dep. - FF&E	-71,405.00
Total 1340 Furniture, Fixtures & Equip	**10,524.73**
1350 Motor Vehicles	96,381.00
1359 Accum. Dep. - Motor Vehicles	-86,743.00
Total 1350 Motor Vehicles	**9,638.00**
Total Fixed Assets	**$20,162.73**
TOTAL ASSETS	**$178,405.85**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2120 Accounts Payable	0.00
Total Accounts Payable	**$0.00**
Other Current Liabilities	
2130 Salary & Wages Payable	0.00
2140 Payroll Liabilities	0.00
2220 Due To GCA	0.00
Total Other Current Liabilities	**$0.00**
Total Current Liabilities	**$0.00**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2019

	TOTAL
Long-Term Liabilities	
2230 Bus Loan	4,678.10
Total Long-Term Liabilities	**$4,678.10**
Total Liabilities	**$4,678.10**
Equity	
2790 Inv in Fixed Assets Net of Debt	15,484.63
Retained Earnings	191,144.04
Net Income	-32,900.92
Total Equity	**$173,727.75**
TOTAL LIABILITIES AND EQUITY	**$178,405.85**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1110 Truist Bank	24,382.80
1112 Truist Money Market	100,003.17
Total Bank Accounts	**$124,385.97**
Accounts Receivable	
1130 Accounts Receivable	-7,500.00
Total Accounts Receivable	**$ -7,500.00**
Other Current Assets	
1220 Due From Other Agencies	0.00
1225 Prepaid Expenses	0.00
Uncategorized Asset	0.00
Undeposited Funds	140.00
Total Other Current Assets	**$140.00**
Total Current Assets	**$117,025.97**
Fixed Assets	
1340 Furniture, Fixtures & Equip	81,929.73
1349 Accum. Dep. - FF&E	-78,544.00
Total 1340 Furniture, Fixtures & Equip	**3,385.73**
1350 Motor Vehicles	96,381.00
1359 Accum. Dep. - Motor Vehicles	-96,381.00
Total 1350 Motor Vehicles	**0.00**
Total Fixed Assets	**$3,385.73**
TOTAL ASSETS	**$120,411.70**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2120 Accounts Payable	1,256.60
Total Accounts Payable	**$1,256.60**
Other Current Liabilities	
2130 Salary & Wages Payable	14,730.57
2140 Payroll Liabilities	0.00
2220 Due To GCA	0.00
Total Other Current Liabilities	**$14,730.57**
Total Current Liabilities	**$15,987.17**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2020

	TOTAL
Long-Term Liabilities	
2230 Bus Loan	0.00
Total Long-Term Liabilities	**$0.00**
Total Liabilities	**$15,987.17**
Equity	
2790 Inv in Fixed Assets Net of Debt	3,385.73
Retained Earnings	158,243.12
Net Income	-57,204.32
Total Equity	**$104,424.53**
TOTAL LIABILITIES AND EQUITY	**$120,411.70**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1110 Truist Bank	132,101.95
1112 Truist Money Market	100,014.42
Total Bank Accounts	**$232,116.37**
Accounts Receivable	
1130 Accounts Receivable	-7,500.00
Total Accounts Receivable	**$ -7,500.00**
Other Current Assets	
1220 Due From Other Agencies	0.00
1225 Prepaid Expenses	0.00
Uncategorized Asset	0.00
Undeposited Funds	230.00
Total Other Current Assets	**$230.00**
Total Current Assets	**$224,846.37**
Fixed Assets	
1340 Furniture, Fixtures & Equip	81,929.73
1349 Accum. Dep. - FF&E	-79,605.00
Total 1340 Furniture, Fixtures & Equip	**2,324.73**
1350 Motor Vehicles	96,381.00
1359 Accum. Dep. - Motor Vehicles	-96,381.00
Total 1350 Motor Vehicles	**0.00**
Total Fixed Assets	**$2,324.73**
TOTAL ASSETS	**$227,171.10**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2120 Accounts Payable	0.00
Total Accounts Payable	**$0.00**
Other Current Liabilities	
2121 Accrued Expenses	786.16
2130 Salary & Wages Payable	0.00
2140 Payroll Liabilities	0.00
2220 Due To GCA	0.00
2222 PPP Loan Payable	86,084.00
Total Other Current Liabilities	**$86,870.16**
Total Current Liabilities	**$86,870.16**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2021

	TOTAL
Long-Term Liabilities	
2230 Bus Loan	0.00
Total Long-Term Liabilities	**$0.00**
Total Liabilities	**$86,870.16**
Equity	
2790 Inv in Fixed Assets Net of Debt	2,324.73
Retained Earnings	101,038.80
Net Income	36,937.41
Total Equity	**$140,300.94**
TOTAL LIABILITIES AND EQUITY	**$227,171.10**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1110 Truist Bank	109,463.10
1112 Truist Money Market	100,024.39
Total Bank Accounts	**$209,487.49**
Accounts Receivable	
1130 Accounts Receivable	-7,500.00
Total Accounts Receivable	**$ -7,500.00**
Other Current Assets	
1220 Due From Other Agencies	13,242.04
1225 Prepaid Expenses	0.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	**$13,242.04**
Total Current Assets	**$215,229.53**
Fixed Assets	
1340 Furniture, Fixtures & Equip	95,171.77
1349 Accum. Dep. - FF&E	-81,218.00
Total 1340 Furniture, Fixtures & Equip	**13,953.77**
1350 Motor Vehicles	96,381.00
1359 Accum. Dep. - Motor Vehicles	-96,381.00
Total 1350 Motor Vehicles	**0.00**
Total Fixed Assets	**$13,953.77**
TOTAL ASSETS	**$229,183.30**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2120 Accounts Payable	0.00
Total Accounts Payable	**$0.00**
Other Current Liabilities	
2121 Accrued Expenses	992.12
2130 Salary & Wages Payable	0.00
2140 Payroll Liabilities	0.00
2220 Due To GCA	0.00
2222 PPP Loan Payable	0.00
Total Other Current Liabilities	**$992.12**
Total Current Liabilities	**$992.12**

B.E.S.T. ACADEMY

Balance Sheet

As of June 30, 2022

	TOTAL
Long-Term Liabilities	
2230 Bus Loan	0.00
Total Long-Term Liabilities	**$0.00**
Total Liabilities	**$992.12**
Equity	
2790 Inv in Fixed Assets Net of Debt	15,566.77
2795 Inv in Fixed Assets Depreciation Expense	-1,613.00
Total 2790 Inv in Fixed Assets Net of Debt	**13,953.77**
Opening Balance Equity	0.00
Retained Earnings	137,976.21
Net Income	76,261.20
Total Equity	**$228,191.18**
TOTAL LIABILITIES AND EQUITY	**$229,183.30**

B.E.S.T. ACADEMY

Profit and Loss

July 2017 - June 2018

	TOTAL
Income	
3300 State Sources	
3310 FEFP Income	735,069.37
3334 FL TEACHER LEAD	1,481.76
3365 FL Best & Brightest	22,000.00
3391 Capital Outlay/PECO	23,187.00
Total 3300 State Sources	**781,738.13**
3400 Local Sources	
3410 Donation	1,186.00
3411 Donation - Picnic	100.00
Total 3410 Donation	**1,286.00**
3413 Local Capital Improvement Tax	7,554.00
3440 Science Student Fee Income	3,269.67
3441 Technology Student Fee Income	2,939.66
3442 EBC Student Fees	16,928.40
3491 Interest Income	2,744.51
3492 Undesignated Gifts	238.20
3493 Yearbook	2,000.00
3495 School Dance	357.00
3496 T-Shirts	948.79
3499 BEST Academy Apparal	703.98
Total 3400 Local Sources	**38,970.21**
3443 Student Fees 8th Grade Fundraiser	3,058.00
3443 Target Grant Money	700.00
3444 EBC Student Donation	995.00
3445 3445 Yearbook Club Fundraiser	1,276.50
3498 Fundraiser	450.10
Sales	2,366.26
Sales of Product Income	417.10
Unapplied Cash Payment Income	215.00
Total Income	**$830,186.30**
GROSS PROFIT	**$830,186.30**
Expenses	
5100 Instruction	
5100100 Instruction - Salaries	304,329.31
5100200 Instruction - Benefits	
5100220 Employee Benefits - Social Security	21,842.76
5100230 Employee Benefit - Health Ins	28,984.27
Total 5100200 Instruction - Benefits	**50,827.03**

B.E.S.T. ACADEMY

Profit and Loss

July 2017 - June 2018

	TOTAL
5100300 Purchases Services	
5100310 Contracted Services - Instruct.	4,654.37
5100320 Insurance and Bonds	1,117.45
5100330 Travel, Meals, Lodging, Registration	4,707.14
5100360 Other Purchased Services, Printing, & other nonprofessional Services	7,320.49
5100370 Phone and Data Line	578.35
5100396 Substitutes - Kelly Svs	2,358.54
Total 5100300 Purchases Services	**20,736.34**
5100500 Textbooks/Teaching Supplies	
5000510 Instructional Supplies (deleted)	4,726.22
5100510 Materials & Supplies	5,157.99
5100511 Printing Chargebacks	177.89
5100570 Food Incentives	354.81
5100590 Other Instructional Supplies	4,485.73
Total 5100500 Textbooks/Teaching Supplies	**14,902.64**
5100600 Instructional Capital Outlay	
5100641 Capitalized Furninture & Equipment	1,644.00
5100642 Non Capitalized Furniture and Equip	3,028.84
Total 5100600 Instructional Capital Outlay	**4,672.84**
Total 5100 Instruction	**395,468.16**
7100 Board	
7100310 Professional & Technical Serv.	8,090.37
7100320 Liability Insurance-Charter Bd.	5,271.05
Total 7100 Board	**13,361.42**
7200 General Administration	
7200720 District Admin Fee	36,950.00
Total 7200 General Administration	**36,950.00**
7300 School Administration	
7300110 Admin Salaries	181,031.74
7300160 Admin Support Salaries	758.84
Total 7300110 Admin Salaries	**181,790.58**
7300200 School Admin - Benefits	
7300220 Employee Benefits - Social Security	13,228.21
Total 7300200 School Admin - Benefits	**13,228.21**

B.E.S.T. ACADEMY

Profit and Loss

July 2017 - June 2018

	TOTAL
7300300 Other Purchased Services	
7300310 Professional Technical Services	2,967.90
7300360 Equipment Rentals, solftware licenses,	189.95
7300371 Postage	1,043.04
7300390 Other Purchased Services	406.00
7300390 School Administration Other Purchased Services	57.30
Total 7300300 Other Purchased Services	**4,664.19**
7300700 Other	
7300730 Dues & Fees	1,545.31
7300731 Fundraising	128.34
7300790 Miscellaneous Expense	73.97
Total 7300700 Other	**1,747.62**
Total 7300 School Administration	**201,430.60**
7400 Facilities Acquistion & Constr.	
7400360 Rent	50,400.00
Total 7400 Facilities Acquistion & Constr.	**50,400.00**
7500 Fiscal Services	
7500300 Purchased Services	
7500311 Payroll Processing Service	799.83
7500312 Refunds/Returns	15.00
7500330 Bank Fees	1,529.90
Total 7500300 Purchased Services	**2,344.73**
Total 7500 Fiscal Services	**2,344.73**
7800 Pupil Transportation Services	
7800460 Diesel Fuel	743.49
7800550 Repair Parts	811.78
7800560 Tires & Tubes	2,322.44
7800651 Bus Lease	0.00
Total 7800 Pupil Transportation Services	**3,877.71**
7900 Operation of Plant	
7900300 Purchased Services	
7900310 Contracted Services	12,161.08
7900311 Insurance	12,539.00
Total 7900300 Purchased Services	**24,700.08**
7900500 Oper of Plant - Supplies	
7900510 Supplies	3,487.61
Total 7900500 Oper of Plant - Supplies	**3,487.61**
Total 7900 Operation of Plant	**28,187.69**

B.E.S.T. ACADEMY

Profit and Loss

July 2017 - June 2018

	TOTAL
9100 Student Expenses	
3442590 3442590 EBC Student Fees Purchased Services & Supplies	30.00
9100390 EBC Student Fee Expense	5,664.39
9100392 Technology Student Fee Expense	304.78
9100393 T-Shirts Supply Order	1,333.50
9100394 Best Apparel Fees	837.50
9100395 Yearbook Fundraiser Supplies & Materials	788.49
9100396 8th Grade Fundraising	2,773.81
Total 9100 Student Expenses	**11,732.47**
9200 Debt Service	
9200710 Payment of Principal	17,048.91
9200720 Payment of Interest	1,842.81
Total 9200 Debt Service	**18,891.72**
Uncategorized Expense	0.00
Total Expenses	**$762,644.50**
NET OPERATING INCOME	**$67,541.80**
NET INCOME	**$67,541.80**

B.E.S.T. ACADEMY

Profit and Loss

July 2018 - June 2019

	TOTAL
Income	
3300 State Sources	
3310 FEFP Income	532,545.00
3334 FL TEACHER LEAD	2,094.96
3336 Instructional Materials	10,129.00
3362 Digital Classroom	3,361.00
3365 FL Best & Brightest	22,000.00
3371 SAI	23,311.00
3372 Safe Schools	5,713.00
3379 Class Size Reduction	82,700.00
3391 Capital Outlay/PECO	39,259.00
3392 Lottery	356.79
Total 3300 State Sources	**721,469.75**
3400 Local Sources	
3440 Science Student Fee Income	97.07
3441 Technology Student Fee Income	107.06
3442 EBC Student Fees	2,532.39
3493 Yearbook	945.00
3495 School Dance	730.00
3496 T-Shirts	105.00
Total 3400 Local Sources	**4,516.52**
Sales	17,404.64
Unapplied Cash Payment Income	-215.00
Total Income	**$743,175.91**
GROSS PROFIT	**$743,175.91**
Expenses	
5100 Instruction	
5100100 Instruction - Salaries	298,636.09
5100200 Instruction - Benefits	19,843.31
5100220 Employee Benefits - Social Security	14,754.37
5100230 Employee Benefit - Health Ins	18,782.86
5100235 Emp 403(b) Contribution	6,603.95
Total 5100200 Instruction - Benefits	**59,984.49**
5100300 Purchases Services	
5100310 Contracted Services - Instruct.	270.00
5100330 Travel, Meals, Lodging, Registration	25.00
5100360 Other Purchased Services, Printing, & other nonprofessional Services	7,625.29
5100370 Phone and Data Line	882.14
5100396 Substitutes - Kelly Svs	10,853.10
Total 5100300 Purchases Services	**19,655.53**

B.E.S.T. ACADEMY

Profit and Loss

July 2018 - June 2019

	TOTAL
5100500 Textbooks/Teaching Supplies	
5100512 Teacher Lead	2,094.96
5100520 Textbooks	9,322.00
5100590 Other Instructional Supplies	11,029.63
5100591 Other Materials & Supplies	1,062.16
Total 5100500 Textbooks/Teaching Supplies	**23,508.75**
5100600 Instructional Capital Outlay	
5100641 Capitalized Furninture & Equipment	3,661.29
5100642 Non Capitalized Furniture and Equip	909.30
Total 5100600 Instructional Capital Outlay	**4,570.59**
Total 5100 Instruction	**406,355.45**
6400 Instructional Staff Training	25.00
7100 Board	
7100310 Professional & Technical Serv.	9,356.00
7100320 Liability Insurance-Charter Bd.	2,570.00
Total 7100 Board	**11,926.00**
7200 General Administration	
7200720 District Admin Fee	32,888.00
Total 7200 General Administration	**32,888.00**
7300 School Administration	
7300110 Admin Salaries	159,070.80
7300200 School Admin - Benefits	1,331.90
7300220 Employee Benefits - Social Security	9,394.41
7300230 Employee Benefits - Health Insurance	1,429.52
Total 7300200 School Admin - Benefits	**12,155.83**
7300300 Other Purchased Services	
7300310 Professional Technical Services	3,865.85
7300360 Equipment Rentals, solftware licenses,	8,057.99
7300371 Postage	84.55
7300390 Other Purchased Services	685.37
Total 7300300 Other Purchased Services	**12,693.76**
7300500 Admin Materials & Supplies	
7300590 School Administration Other Purchased Services	259.94
Total 7300500 Admin Materials & Supplies	**259.94**
7300700 Other	
7300730 Dues & Fees	476.46
7300731 Fundraising	190.50
7300790 Miscellaneous Expense	19.95
Total 7300700 Other	**686.91**
Total 7300 School Administration	**184,867.24**

B.E.S.T. ACADEMY

Profit and Loss

July 2018 - June 2019

	TOTAL
7400 Facilities Acquistion & Constr.	
7400360 Rent	50,400.00
Total 7400 Facilities Acquistion & Constr.	**50,400.00**
7500 Fiscal Services	
7500300 Purchased Services	
7500310 Professional & Technical Servic	325.00
7500311 Payroll Processing Service	864.38
7500312 Refunds/Returns	1,756.14
7500330 Bank Fees	1,555.01
Total 7500300 Purchased Services	**4,500.53**
Total 7500 Fiscal Services	**4,500.53**
7600 Food Service	
7600300 Purchased Services	254.40
Total 7600 Food Service	**254.40**
7800 Pupil Transportation Services	
7800390 Shop Labor	243.75
7800460 Diesel Fuel	285.16
7800550 Repair Parts	242.71
7800560 Tires & Tubes	2,639.39
7800651 Bus Lease	0.00
Total 7800 Pupil Transportation Services	**3,411.01**
7900 Operation of Plant	
7900300 Purchased Services	
7900310 Contracted Services	28,583.70
7900311 Insurance	14,040.51
7900350 Repairs & Maintenance	4,810.76
Total 7900300 Purchased Services	**47,434.97**
7900500 Oper of Plant - Supplies	
7900510 Supplies	2,048.61
Total 7900500 Oper of Plant - Supplies	**2,048.61**
Total 7900 Operation of Plant	**49,483.58**
9100 Student Expenses	
3442590 3442590 EBC Student Fees Purchased Services & Supplies	5,869.42
9100390 EBC Student Fee Expense	5,485.47
9100392 Technology Student Fee Expense	299.00
9100394 Best Apparel Fees	1,291.50
Total 9100 Student Expenses	**12,945.39**

B.E.S.T. ACADEMY

Profit and Loss

July 2018 - June 2019

	TOTAL
9200 Debt Service	
9200710 Payment of Principal	18,055.45
9200720 Payment of Interest	964.78
Total 9200 Debt Service	**19,020.23**
Total Expenses	**$776,076.83**
NET OPERATING INCOME	**$ -32,900.92**
NET INCOME	**$ -32,900.92**

B.E.S.T. ACADEMY

Profit and Loss

July 2019 - June 2020

	TOTAL
Income	
3300 State Sources	
3310 FEFP Income	446,371.00
3334 FL TEACHER LEAD	2,114.28
3336 Instructional Materials	5,716.00
3362 Digital Classroom	852.00
3365 FL Best & Brightest	8,397.30
3371 SAI	17,641.00
3372 Safe Schools	4,650.00
3379 Class Size Reduction	59,719.00
3391 Capital Outlay/PECO	54,411.00
3392 Lottery	78.00
3661 School Recognition	11,055.00
Total 3300 State Sources	**611,004.58**
3400 Local Sources	
3442 EBC Student Fees	12,655.57
3491 Interest Income	1,882.17
3493 Yearbook	818.41
Total 3400 Local Sources	**15,356.15**
Unapplied Cash Payment Income	5.00
Total Income	**$626,365.73**
GROSS PROFIT	**$626,365.73**
Expenses	
5100 Instruction	
5100100 Instruction - Salaries	259,858.35
5100200 Instruction - Benefits	
5100220 Employee Benefits - Social Security	17,120.05
5100230 Employee Benefit - Health Ins	3,655.48
5100235 Emp 403(b) Contribution	2,949.39
Total 5100200 Instruction - Benefits	**23,724.92**
5100300 Purchases Services	
5100330 Travel, Meals, Lodging, Registration	2,186.77
5100360 Other Purchased Services, Printing, & other nonprofessional Services	5,595.90
5100370 Phone and Data Line	367.61
5100396 Substitutes - Kelly Svs	21,615.59
Total 5100300 Purchases Services	**29,765.87**

B.E.S.T. ACADEMY

Profit and Loss

July 2019 - June 2020

	TOTAL
5100500 Textbooks/Teaching Supplies	
5100512 Teacher Lead	2,114.28
5100520 Textbooks	12,263.12
Total 5100500 Textbooks/Teaching Supplies	**14,377.40**
Total 5100 Instruction	**327,726.54**
7100 Board	
7100310 Professional & Technical Serv.	20,545.75
7100320 Liability Insurance-Charter Bd.	4,642.00
7100330 Board - Travel, Meals, Transportation, Hotel, Regristration	2,971.59
Total 7100 Board	**28,159.34**
7200 General Administration	
7200720 District Admin Fee	26,682.00
Total 7200 General Administration	**26,682.00**
7300 School Administration	
7300110 Admin Salaries	141,787.15
7300120 Gross Payroll	6,033.80
Total 7300110 Admin Salaries	**147,820.95**
7300200 School Admin - Benefits	
7300220 Employee Benefits - Social Security	8,225.30
Total 7300200 School Admin - Benefits	**8,225.30**
7300300 Other Purchased Services	
7300310 Professional Technical Services	5,240.54
7300360 Equipment Rentals, solftware licenses,	8,409.34
7300371 Postage	1,063.45
Total 7300300 Other Purchased Services	**14,713.33**
7300500 Admin Materials & Supplies	427.81
7300700 Other	
7300730 Dues & Fees	602.69
Total 7300700 Other	**602.69**
Total 7300 School Administration	**171,790.08**
7400 Facilities Acquistion & Constr.	
7400360 Rent	51,169.93
Total 7400 Facilities Acquistion & Constr.	**51,169.93**
7500 Fiscal Services	
7500300 Purchased Services	
7500310 Professional & Technical Servic	6,905.00
7500311 Payroll Processing Service	455.00
7500330 Bank Fees	1,862.13
Total 7500300 Purchased Services	**9,222.13**
Total 7500 Fiscal Services	**9,222.13**

B.E.S.T. ACADEMY

Profit and Loss

July 2019 - June 2020

	TOTAL
7800 Pupil Transportation Services	
7800390 Shop Labor	68.75
7800460 Diesel Fuel	446.01
7800550 Repair Parts	243.07
7800560 Tires & Tubes	1,336.33
7800651 Bus Lease	0.00
Pupil (deleted)	214.39
Total 7800 Pupil Transportation Services	**2,308.55**
7900 Operation of Plant	
7900300 Purchased Services	
7900310 Contracted Services	22,832.00
7900311 Insurance	10,339.52
7900350 Repairs & Maintenance	11,560.30
Total 7900300 Purchased Services	**44,731.82**
7900500 Oper of Plant - Supplies	
7900510 Supplies	2,525.25
Total 7900500 Oper of Plant - Supplies	**2,525.25**
Total 7900 Operation of Plant	**47,257.07**
00 Student Expenses	
3442590 3442590 EBC Student Fees Purchased Services & Supplies	7,228.95
9100390 EBC Student Fee Expense	7,065.13
9100391 Science Student Fee Expense	70.20
9100395 Yearbook Fundraiser Supplies & Materials	85.26
Total 9100 Student Expenses	**14,449.54**
9200 Debt Service	
9200710 Payment of Principal	4,678.10
9200720 Payment of Interest	126.77
Total 9200 Debt Service	**4,804.87**
Total Expenses	**$683,570.05**
NET OPERATING INCOME	**$ -57,204.32**
NET INCOME	**$ -57,204.32**

B.E.S.T. ACADEMY

Profit and Loss

July 2020 - June 2021

	TOTAL
Income	
3200 Federal Grants	
3237 ESSER	17,559.50
Total 3200 Federal Grants	**17,559.50**
3300 State Sources	
3310 FEFP Income	469,736.30
3335 TSIA	17,295.00
3336 Instructional Materials	6,297.00
3362 Digital Classroom	389.00
3371 SAI	19,552.00
3372 Safe Schools	5,259.00
3373 Reading	3,504.00
3374 Mental Health	0.00
3379 Class Size Reduction	70,314.00
3391 Capital Outlay/PECO	57,458.00
Total 3300 State Sources	**649,804.30**
3400 Local Sources	
3442 EBC Student Fees	5,205.00
3491 Interest Income	11.25
3493 Yearbook	80.00
3495 School Dance	15.00
Total 3400 Local Sources	**5,311.25**
Sales	0.00
Unapplied Cash Payment Income	0.00
Total Income	**$672,675.05**
GROSS PROFIT	**$672,675.05**
Expenses	
5100 Instruction	
5100100 Instruction - Salaries	198,241.35
5100120 Classroom Teacher Salaries	4,476.29
5100150 Paraprofessional Salaries	811.13
5100160 Support Personnel Salaries	1,782.91
Total 5100100 Instruction - Salaries	**205,311.68**
5100200 Instruction - Benefits	
5100220 Employee Benefits - Social Security	14,850.25
5100230 Employee Benefit - Health Ins	2,435.94
Total 5100200 Instruction - Benefits	**17,286.19**

B.E.S.T. ACADEMY

Profit and Loss

July 2020 - June 2021

	TOTAL
5100300 Purchases Services	
5100360 Other Purchased Services, Printing, & other nonprofessional Services	4,661.23
5100370 Phone and Data Line	1,465.71
5100396 Substitutes - Kelly Svs	34,284.84
Total 5100300 Purchases Services	**40,411.78**
5100500 Textbooks/Teaching Supplies	
5100510 Materials & Supplies	848.38
5100512 Teacher Lead	1,640.52
5100520 Textbooks	479.67
5100590 Other Instructional Supplies	13,599.50
Total 5100500 Textbooks/Teaching Supplies	**16,568.07**
5100600 Instructional Capital Outlay	
5100642 Non Capitalized Furniture and Equip	660.28
5100690 Computer Software	3,960.00
Total 5100600 Instructional Capital Outlay	**4,620.28**
Total 5100 Instruction	**284,198.00**
7100 Board	
7100310 Professional & Technical Serv.	27,310.00
7100320 Liability Insurance-Charter Bd.	3,667.01
Total 7100 Board	**30,977.01**
7200 General Administration	
7200720 District Admin Fee	28,819.00
Total 7200 General Administration	**28,819.00**
7300 School Administration	
7300110 Admin Salaries	115,316.33
7300200 School Admin - Benefits	
7300220 Employee Benefits - Social Security	8,296.81
Total 7300200 School Admin - Benefits	**8,296.81**
7300300 Other Purchased Services	
7300310 Professional Technical Services	7,864.85
7300360 Equipment Rentals, solftware licenses,	8,005.58
7300371 Postage	1,008.33
Total 7300300 Other Purchased Services	**16,878.76**
7300500 Admin Materials & Supplies	
7300590 School Administration Other Purchased Services	5,869.25
Total 7300500 Admin Materials & Supplies	**5,869.25**
7300700 Other	
7300730 Dues & Fees	1,357.61
Total 7300700 Other	**1,357.61**
Total 7300 School Administration	**147,718.76**

B.E.S.T. ACADEMY

Profit and Loss

July 2020 - June 2021

	TOTAL
7400 Facilities Acquistion & Constr.	
7400360 Rent	43,208.90
Total 7400 Facilities Acquistion & Constr.	**43,208.90**
7500 Fiscal Services	
7500300 Purchased Services	
7500310 Professional & Technical Servic	14,828.62
7500330 Bank Fees	1,681.38
Total 7500300 Purchased Services	**16,510.00**
Total 7500 Fiscal Services	**16,510.00**
7800 Pupil Transportation Services	
7800390 Shop Labor	1,027.60
7800460 Diesel Fuel	136.62
Total 7800 Pupil Transportation Services	**1,164.22**
7900 Operation of Plant	
7900300 Purchased Services	
7900310 Contracted Services	40,435.22
7900311 Insurance	16,263.52
7900350 Repairs & Maintenance	18,816.22
Total 7900300 Purchased Services	**75,514.96**
7900400 Utilities	1,129.84
7900500 Oper of Plant - Supplies	
7900510 Supplies	4,166.57
Total 7900500 Oper of Plant - Supplies	**4,166.57**
Total 7900 Operation of Plant	**80,811.37**
9100 Student Expenses	
9100390 EBC Student Fee Expense	1,386.38
9100391 Science Student Fee Expense	179.00
9100392 Technology Student Fee Expense	204.00
Total 9100 Student Expenses	**1,769.38**
9800 ESSER Expenditures	
98-5100 ESSER - Instructional	561.00
Total 9800 ESSER Expenditures	**561.00**
Total Expenses	**$635,737.64**
NET OPERATING INCOME	**$36,937.41**
NET INCOME	**$36,937.41**

B.E.S.T. ACADEMY

Profit and Loss

July 2021 - June 2022

	TOTAL
Income	
3200 Federal Grants	
3235 GEER	1,027.00
3237 ESSER	27,291.95
Total 3200 Federal Grants	**28,318.95**
3300 State Sources	
3310 FEFP Income	372,166.00
3334 FL TEACHER LEAD	1,246.68
3335 TSIA	12,439.00
3336 Instructional Materials	5,481.00
3350 Transportation	580.00
3362 Digital Classroom	273.00
3371 SAI	15,488.00
3372 Safe Schools	3,840.00
3373 Reading	2,566.00
3379 Class Size Reduction	55,792.00
3391 Capital Outlay/PECO	46,720.00
3399 Miscellaneous State Revenue	4,105.23
Total 3300 State Sources	**520,696.91**
3400 Local Sources	
3401 PPP Loan Forgiveness	86,084.00
3410 Donation	4,114.99
3442 EBC Student Fees	13,034.64
3465 Additional Millage	
Additional Mileage-Continuation	3,742.00
Additional Mileage-Mental Health	9,355.00
Additional Mileage-Salaries	18,710.00
Additional Mileage-Technology	5,613.00
Total 3465 Additional Millage	**37,420.00**
3491 Interest Income	9.97
Total 3400 Local Sources	**140,663.60**
Sales	0.00
Total Income	**$689,679.46**
GROSS PROFIT	**$689,679.46**
Expenses	
5100 Instruction	
5100100 Instruction - Salaries	52,818.93
5100120 Classroom Teacher Salaries	168,447.73
Total 5100100 Instruction - Salaries	**221,266.66**

B.E.S.T. ACADEMY

Profit and Loss

July 2021 - June 2022

	TOTAL
5100200 Instruction - Benefits	
5100220 Employee Benefits - Social Security	10,934.91
5100230 Employee Benefit - Health Ins	-5.45
5100250 Employee Benefit - Unemployment	2,516.36
Total 5100200 Instruction - Benefits	**13,445.82**
5100300 Purchases Services	
5100360 Other Purchased Services, Printing, & other nonprofessional Services	653.60
5100370 Phone and Data Line	1,916.44
5100396 Substitutes - Kelly Svs	20,932.53
Total 5100300 Purchases Services	**23,502.57**
5100500 Textbooks/Teaching Supplies	35.61
5100600 Instructional Capital Outlay	
5100692 Noncapitalized Software	3,300.00
Total 5100600 Instructional Capital Outlay	**3,300.00**
Total 5100 Instruction	**261,550.66**
7100 Board	
7100310 Professional & Technical Serv.	24,165.02
Total 7100 Board	**24,165.02**
200 General Administration	
7200720 District Admin Fee	22,756.00
Total 7200 General Administration	**22,756.00**
7300 School Administration	
7300110 Admin Salaries	117,124.04
7300200 School Admin - Benefits	485.32
7300220 Employee Benefits - Social Security	6,055.64
Total 7300200 School Admin - Benefits	**6,540.96**
7300300 Other Purchased Services	
7300360 Equipment Rentals, solftware licenses,	6,596.12
7300390 Other Purchased Services	482.81
Total 7300300 Other Purchased Services	**7,078.93**
7300500 Admin Materials & Supplies	
7300590 School Administration Other Purchased Services	1,959.34
Total 7300500 Admin Materials & Supplies	**1,959.34**
7300700 Other	
7300730 Dues & Fees	1,044.08
Total 7300700 Other	**1,044.08**
Total 7300 School Administration	**133,747.35**

B.E.S.T. ACADEMY

Profit and Loss

July 2021 - June 2022

	TOTAL
7400 Facilities Acquistion & Constr.	
7400360 Rent	50,647.48
Total 7400 Facilities Acquistion & Constr.	**50,647.48**
7500 Fiscal Services	
7500300 Purchased Services	
7500330 Bank Fees	2,811.30
Total 7500300 Purchased Services	**2,811.30**
Total 7500 Fiscal Services	**2,811.30**
7800 Pupil Transportation Services	
7800390 Shop Labor	1,658.13
7800460 Diesel Fuel	1,861.83
7800550 Repair Parts	794.26
Total 7800 Pupil Transportation Services	**4,314.22**
7900 Operation of Plant	
7900300 Purchased Services	
7900310 Contracted Services	35,304.16
7900311 Insurance	13,105.64
7900350 Repairs & Maintenance	29,076.49
Total 7900300 Purchased Services	**77,486.29**
7900400 Utilities	775.43
7900500 Oper of Plant - Supplies	
7900510 Supplies	177.00
Total 7900500 Oper of Plant - Supplies	**177.00**
Total 7900 Operation of Plant	**78,438.72**
9100 Student Expenses	
9100390 EBC Student Fee Expense	9,729.56
Total 9100 Student Expenses	**9,729.56**
98-5900 GEER - Instructional	1,027.00
9800 ESSER Expenditures	
98-5100 ESSER - Instructional	10,988.91
98-5160 ESSER-Instructional Equip	13,242.04
Total 9800 ESSER Expenditures	**24,230.95**
Total Expenses	**$613,418.26**
NET OPERATING INCOME	**$76,261.20**
NET INCOME	**$76,261.20**

APPENDIX 11

5 YEAR BUDGET PROJECTION

BEST ACADEMY 5 Year Budget Projection				Student Enrollment:					
				125	125	125	150	150	
			2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	
Revenues									
3310	FEFP	80	$ 496,000	775000	775000	775000	930000	930000	
	ESSER2		$ 16,920	$					
	ESSER2 Supplemental Programming		$ 14,029	$					
	ARP ESSER		$ 4,373	$					
	ESSER3		$ 8,397	$					
	SAI		$ 18,513	28926	28926	28926	34711	34711	
	Safe Schools		$ 5,467	8542	8542	8542	10250	10250	
	Instruction Material		$ 6,751	7000	7000	7000	8000	8000	
	Millage-Mental Health and Safety		$ 9,038	56,489	56,489	56,489	67,786	67,786	
	Millage-Technology		$ 5,423	$					
	Millage-Continuation of Programs		$ 3,615	$					
	Millage-Additional Salaries		$ 18,077	$					
	Class Size Reduction		$ 70,741	110,532	110,532	110,532	132,639	132,639	
	TSIA		$ 18,743	29,285	29,285	29,285	35,143	35,143	
	Marketing Income		$ 3,000	$					
	Yearbook Income		$ 1,000	1500	1500	1500	1800	1800	
3399	Teacher Lead		$ 2,100	$					
3399	Misc State		$ 2,100	$					
3	Capital Outlay		$ 49,401	77189	77189	77189	92,626	92,626	
3460	Student Fees		$ 22,400	30625	30625	30625	36750	36750	
3499	Donations		$ 5,000	$					
		TOTAL REVENUE	$ 781,088	1125088	1125088	1125088	1349705	1349705	

Object Category 100/200 Payroll										
Object	Function	Project	Item Description	Amount Requested						
120	5100		Instructor Payroll	$ 294,000	301000	301000	301000	360000	360000	
150	5100		Support Staff	$ 59,000	30000	30000	32000	82000	82000	
110	7300		Administration Principal	$ 80,000	82000	82000	82000	85000	85000	
160	7300		Administration Support	$ 29,500	45000	45000	45000	45000	45000	
120	5100		SAI Afterschool Tutoring	$ 18,000	28000	28000	28000	34000	34000	
240			Workman's Comp	$ 1,309	1400	1400	$ 1,500	2000	2000	
220			FICA	$ 34,890	36450	36450	36712	45600	45600	
230			Employees	$ 5,500	6000	7000	10000	12000	12000	
			TOTAL OBJECT 100/200	$ 522,199	529850	530850	536212	665600	665600	

Object Category 300									
Object	Function	Project	Item Description	Amount Requested					
330			Registration, Classes	$ 3,000	3000	3000	3000	3000	3000
360			Rentals, QuickBooks, Alarm, Gator	$ 25,400	30000	30000	35000	40000	40000
371			Postage	$ 3,000	3000	3500	4000	3000	3000

370			Phone and Data	$ 2,600	3000	3000	3000	3000	3000
390			Servicing/Paper/Etc.	$ 2,500	2500	2500	2500	3500	3500
390			Kelly Svc. - Sunstitutes	$ 5,000	8500	8500	8500	9600	9600
320			Shield	$ 7,800	7800	8000	8200	10000	10000
360			Auditor	$ 7,500	7500	7500	7500	7500	7500
320			Funds 2%	$ 2,500	2500	2500	2500	3500	3500
320			Insurance	$ 3,675	4000	4000	4500	5000	5000
320			Insurance	$ 9,548	11000	11000	11000	13000	13000
360	7900		Lease	$ 50,400	51500	51500	53000	53000	53000
320	7200		District Admin Fee	$ 24,800	40000	40000	40000	50000	50000
360	7800		Blue Bird-Bus Lease	$ -		20000	20000	20000	20000
	7800		(Fuel, repairs to bus, etc)	$ 6,000	10000	10000	10000	10000	10000
310	7900		School Guardian	$ 38,000	38000	40000	40000	40000	40000
310	7900		Data Entry and Finance	$ 21,000	10000				
360			Marketing	$ 1,500	2500	2500	3500	3500	3500
			TOTAL OBJECT 300	$ 214,223	234800	247500	256200	277600	277600

Object Category 500									
Object	Function	Project	Item Description	Amount Requested					
510	5100		Paper Chase	$ 3,000	4000	4000	4000	5000	5000
510	5100		Office Supplies	$ 10,000	10000	12000	12000	14000	14000
510	5100		Wallsworth Yearbook	$ 1,125	1400	1400	1400	1700	1700
510	5100	401	Budget	$ 500	1500	1500	1500	2000	2000
510	5100	402	Lang. Arts Supply Budget	$ 500	1500	1500	1500	2000	2000
510	5100	403	Science Budget	$ 1,500	3000	3000	3500	4000	4000
510	5100	404	Tech Supply Budget	$ 500	1500	1500	1500	2000	2000
510	5100	405	Math Supply Budget	$ 500	1000	1000	1000	1500	1500
510	5100	406	Spanish Supply Budget	$ 500	1500	1500	1500	2000	2000
510	5100		EBC Budget		15000	20000	20000	25000	25000
520	5100		Textbooks	$ 10,000	10000	10000	14000	20000	20000
570	5100		Food-Kona Ice	$ 250	500	500	500	750	750
570	5100		Principal's PBIS	$ 500	2000	2000	2000	3000	3000
510			etc.	$ 1,500	2000	2000	2500	3000	3000
			TOTAL OBJECT 500	$ 30,375	54900	61900	66900	85950	85950

Object Category 700									
Object	Function	Project	Item Description	Amount Requested					
730	5100		Suntrust Fees	$ 2,000	2000	2000	2200	2200	2200
360	7300		Licenses	$ 3,550	4500	4500	4500	5000	5000
			Safety	$ 6,500	8500	8500	8500	10200	10200
			TOTAL OBJECT 700	$ 5,550	15000	15000	15200	17400	17400

Total Expenses	$ 772,347	834550	855250	874512	1046550	1046550	
Net Income	$ 8,741	290538	269838	250576	303155	303155	

APPENDIX 12

MTSS AND CRITICAL THINKING DATA

Numbers Sheet Name	Numbers Table Name	Excel Worksheet Name
FAST & IXL Tracking		
	Table 1	FAST & IXL Tracking
Critical Thinking by Read Level		
	Table 1	Critical Thinking by Read Level
NWEA RESULTS 12-7		
	Table 1	NWEA RESULTS 12-7

Test Subject	Test Grade	Ethnicity	Section 504	Gender (K-12)	Gender (Postsecondary Only)	Primary Exceptionality	English Language Learner (ELL)	Scale Score	Achievement Level	Overall IXL ELA	IXL ELA 11/19	Reward Tickets	IXL ELA 12/4
ELA Reading	grade 6	Black or African America	No	Female	N/A	N - N/A	No	314	Level 2		560	56	560
ELA Reading	grade 6										500	50	500
ELA Reading	grade 6	Black or African America	No	Male	N/A	N - N/A	No	309	Level 2	240	240	0	250
ELA Reading	grade 6	Black or African America	No	Male	N/A	N - N/A	No	277	Level 1	230	240	1	270
ELA Reading	grade 6	White	No	Male	N/A	N - N/A	No	339	Level 4	460	500	4	530
ELA Reading	grade 6	White	No	Female	N/A	N - N/A	No	347	Level 4	570	570	0	620
ELA Reading	grade 6	Hispanic or Latino	Yes	Male	N/A	N - N/A	No	328	Level 3	740	750	1	760
ELA Reading	grade 6	Hispanic or Latino	No	Female	N/A	N - N/A	No	305	Level 1	300	310	1	590
ELA Reading	grade 6	White	Yes	Male	N/A	N - N/A	No	336	Level 3	380	380	0	450
ELA Reading	grade 6	Black or African America	No	Female	N/A	N - N/A	No	293	Level 1	400	410	1	420
ELA Reading	grade 6												
ELA Reading	grade 6	Black or African America	No	Male	N/A	N - N/A	No	309	Level 2	370	380	1	400
ELA Reading	grade 6	White		Male	N/A	N - N/A	No	326	Level 3	330	340	1	320
ELA Reading	grade 6	White	Yes	Female	N/A	N - N/A	No	298	Level 1	350	350	0	350
ELA Reading	grade 6	White	No	Male	N/A	N - N/A	No	362	Level 5	460	470	1	470
ELA Reading	grade 6	White	Yes	Male	N/A	N - N/A	No	296	Level 1	380	400	2	400

ELA Reading	grade 6	Black or African America	No	Male	N/A	N - N/A	No	280	Level 1	300	270	-3	260
ELA Reading	grade 6	White	No	Female	N/A	N - N/A	No	340	Level 4	700	710	1	730
ELA Reading	grade 6	Black or African America	No	Male	N/A	N - N/A	No	354	Level 4	680	610	-7	630
ELA Reading	grade 6	Hispanic or Latino	No	Female	N/A	N - N/A	No	300	Level 1	350	340	-1	340
ELA Reading	grade 6	White	No	Male	N/A	N - N/A	No	338	Level 3	630	670	4	680
ELA Reading	grade 6	Black or African America	Yes	Female	N/A	N - N/A	No	305	Level 1	190	200	1	200
ELA Reading	grade 6	Hispanic or Latino	No	Female	N/A	N - N/A	No	352	Level 4	850	860	1	1000
ELA Reading	grade 7	White	Yes	Male	N/A	N - N/A	No	348	Level 4	320	380	6	430
ELA Reading	grade 7	Native America	Yes	Male	N/A	N - N/A	No	328	Level 2	750	750	0	740
ELA Reading	grade 7	White	No	Male	N/A	N - N/A	No	339	Level 3	510	530	2	540
ELA Reading	grade 7	White	No	Female	N/A	N - N/A	No	340	Level 3	470	470	0	570
ELA Reading	grade 7										470	47	470
ELA Reading	grade 7	White	No	Male	N/A	N - N/A	No	324	Level 2	420	440	2	440
ELA Reading	grade 7	White	No	Male	N/A	N - N/A	No	330	Level 2	510	520	1	520
ELA Reading	grade 7	Hispanic or Latino	Yes	Male	N/A	N - N/A	No	325	Level 2	470	440	-3	460
ELA Reading	grade 7	Hispanic or Latino	No	Female	N/A	N - N/A	No	303	Level 1	300	310	1	320
ELA Reading	grade 7	White	No	Female	N/A	N - N/A	No	339	Level 3	490	530	4	550
ELA Reading	grade 7	White	No	Female	N/A	N - N/A	No	350	Level 4	350	350	0	440

					J - Emotional/Behavioral Disabilit					
ELA Reading	grade 7	Black or African American	No	Male	N/A	N - N/A	No	340	Level 3	430	430	0	400
ELA Reading	grade 7	White	No	Male	N/A	N - N/A	No	348	Level 4	670	660	-1	660
ELA Reading	grade 7	Black or African American	No	Male	N/A	N - N/A	No	309	Level 1	500	500	0	510
ELA Reading	grade 7	Black or African American	No	Female	N/A	N - N/A	No	319	Level 2	380	370	-1	370
ELA Reading	grade 7	Black or African American	Yes	Male	N/A	N - N/A	No	337	Level 3	580	580	0	580
ELA Reading	grade 7	White	No	Female	N/A	N - N/A	No	340	Level 3	740	760	2	770
ELA Reading	grade 8	White	No	Female	N/A	N - N/A	No	344	Level 3	580	590	1	650
ELA Reading	grade 8	White	No	Male	N/A	N - N/A	No	344	Level 3	740	740	0	760
ELA Reading	grade 8	White	No	Male	N/A	N - N/A	No	362	Level 4	850	910	6	900
ELA Reading	grade 8	Hispanic or Latino	No	Female	N/A	N - N/A	No	344	Level 3	840	860	2	840
ELA Reading	grade 8	White	No	Male	N/A	N - N/A	No	327	Level 2	740	740	0	760
ELA Reading	grade 8	Black or African American	No	Male	N/A	N - N/A	No	327	Level 2	540	560	2	590
ELA Reading	grade 8	White	No	Female	N/A	N - N/A	No	342	Level 3	710	730	2	750
ELA Reading	grade 8	White	Yes	Male	N/A	N - N/A	No	326	Level 2	420	490	7	490
ELA Reading	grade 8	Black or African American	No	Female	N/A	N - N/A	No	313	Level 1	720	730	1	730
ELA Reading	grade 8	White	No	Female	N/A	N - N/A	No	333	Level 2	930	930	0	970
ELA Reading	grade 8	White	No	Male	N/A	N - N/A	No	328	Level 2	760	780	2	780
ELA Reading	grade 8	White	No	Female	N/A	N - N/A	No	360	Level 4	850	880	3	910

ELA Reading	grade 8	Black or African American	No	Female	N/A	K - Specific Learning Disabilit	No	309	Level 1	380	390	1	380
ELA Reading	grade 8	Multi-Racial	Yes	Male	N/A	N - N/A	No	360	Level 4	520	630	11	680
ELA Reading	grade 8	Black or African American	No	Female	N/A	N - N/A	No	309	Level 1	390	410	2	410
ELA Reading	grade 8	Multi-Racial	No	Female	N/A	N - N/A	No	333	Level 2	740	790	5	800
ELA Reading	grade 8	White	No	Male	N/A	N - N/A	No	318	Level 1	590	590	0	600
ELA Reading	grade 8	Black or African American	No	Male	N/A	N - N/A	No	287	Level 1	300	320	2	370
ELA Reading	grade 8	White	No	Male	N/A	N - N/A	No	336	Level 2	860	860	0	850
ELA Reading	grade 8	Hispanic or Latino	No	Male	N/A	V - Other Health	No	314	Level 1	190	190	0	200
ELA Reading	grade 8	White	No	Male	N/A	N - N/A	No	334	Level 2	600	620	2	630
ELA Reading	grade 8	Black or African American	No	Male	N/A	N - N/A	No	351	Level 3	680	680	0	670
ELA Reading	grade 8	White	No	Female	N/A	N - N/A	No	333	Level 2	560	620	6	620
ELA Reading	grade 8	Hispanic or Latino	No	Female	N/A	N - N/A	No	346	Level 3	690	760	7	820
ELA Reading	grade 8	White	No	Female	N/A	N - N/A	No	311	Level 1	350	370	2	370
ELA Reading	grade 8	Black or African American	Yes	Female	N/A	N - N/A	No	308	Level 1	140	190	5	330
ELA Reading	grade 8	Multi-Racial	No	Male	N/A	K - Specific Learning Disabilit	No	332	Level 2	580	580	0	580

ELA Reading	grade 8	Multi-Racial	Yes	Female	N/A	N - N/A	No	319	Level 1	380	390	1	400
ELA Reading	grade 8	Black or African America	No	Male	N/A	N - N/A	No	354	Level 4	770	800	3	800
ELA Reading	grade 8	White	No	Female	N/A	N - N/A	No	337	Level 3	860	670	-19	670
ELA Reading	grade 8	White	No	Female	N/A	N - N/A	No	324	Level 2	700	700	0	690
ELA Reading	grade 8	White	Yes	Female	N/A	N - N/A	No	318	Level 1	340	340	0	350
ELA Reading	grade 8	White	Yes	Male	N/A	N - N/A	No	341	Level 3	670	730	6	740

Test Subject	Test Grade	Ethnicity	Section 504	Gender (K-12)	Gender (Postsecondary Only)	Primary Exceptionality	English Language Learner (ELL)	Scale Score	Achievement Level	Overall IXL Math	IXL Math 11/19		IXL Math 12/4
Mathematics	grade 6	Black or African America	No	Female	N/A	N - N/A	No	304	Level 1	580	600	2	600
Mathematic	grade 6										500	50	500
Mathematics	grade 6	Black or African America	No	Male	N/A	N - N/A	No	290	Level 1	300	480	18	500
Mathematics	grade 6	Black or African America	No	Male	N/A	N - N/A	No	269	Level 1	300	310	1	320
Mathematic	grade 6	White	No	Male	N/A	N - N/A	No	328	Level 3	570	570	0	640
Mathematic	grade 6	White	No	Female	N/A	N - N/A	No	313	Level 2	540	560	2	560
Mathematics	grade 6	Hispanic or Latino	Yes	Male	N/A	N - N/A	No	336	Level 3	620	710	9	740
Mathematics	grade 6	Hispanic or Latino	No	Female	N/A	N - N/A	No	310	Level 2	370	380	1	420
Mathematic	grade 6	White	Yes	Male	N/A	N - N/A	No	327	Level 3	570	570	0	590
Mathematics	grade 6	Black or African America	No	Female	N/A	N - N/A	No	317	Level 2	630	640	1	610

Mathematics	grade 6	Black or African American	No	Male	N/A	N - N/A	No	260	Level 1	410	410	0	400
Mathematics	grade 6	White	No	Male	N/A	N - N/A	No	286	Level 1	400	410	1	420
Mathematics	grade 6	White	Yes	Female	N/A	N - N/A	No	266	Level 1	380	370	-1	380
Mathematics	grade 6	White	No	Male	N/A	N - N/A	No	306	Level 1	360	370	1	360
Mathematics	grade 6	White	Yes	Male	N/A	N - N/A	No	327	Level 3	530	540	1	540
Mathematics	grade 6	Black or African American	No	Male	N/A	N - N/A	No	296	Level 1	430	440	1	440
Mathematics	grade 6	White	No	Female	N/A	N - N/A	No	316	Level 2	590	600	1	630
Mathematics	grade 6	Black or African American	No	Male	N/A	N - N/A	No	310	Level 2	510	540	3	550
Mathematics	grade 6	Hispanic or Latino	No	Female	N/A	N - N/A	No	289	Level 1	300	300	0	300
Mathematics	grade 6	White	No	Male	N/A	N - N/A	No	317	Level 2	500	540	4	560
Mathematics	grade 6	Black or African American	Yes	Female	N/A	N - N/A	No	270	Level 1	280	300	2	300
Mathematics	grade 6	Hispanic or Latino	No	Female	N/A	N - N/A	No	340	Level 4	650	710	6	750
Mathematics	grade 7	White	Yes	Male	N/A	N - N/A	No	337	Level 3	680	690	1	730
Mathematics	grade 7	White	Yes	Male	N/A	N - N/A	No	320	Level 2	620	610	-1	650
Mathematics	grade 7	White	No	Male	N/A	N - N/A	No	329	Level 2	670	670	0	660
Mathematics	grade 7	White	No	Female	N/A	N - N/A	No	339	Level 3	660	650	-1	650
Mathematics	grade 7										470	47	470
Mathematics	grade 7	White	No	Male	N/A	N - N/A	No	309	Level 1	390	420	3	450
Mathematics	grade 7	White	No	Male	N/A	N - N/A	No	324	Level 2	620	610	-1	600
Mathematics	grade 7	Hispanic or Latino	Yes	Male	N/A	N - N/A	No	298	Level 1	390	420	3	440

Mathematics	grade 7	Hispanic or Latino	No	Female	N/A	N - N/A	No	319	Level 2	390	400	1	630
Mathematics	grade 7	White	No	Female	N/A	N - N/A	No	323	Level 2	710	710	0	700
Mathematics	grade 7	White	No	Female	N/A	N - N/A	No	331	Level 3	520	560	4	560
Mathematics	grade 7	Black or African American	No	Male	N/A	J - Emotional/Behavioral Disabilit	No	304	Level 1	650	650	0	640
Mathematics	grade 7	Black or African American	No	Male	N/A	N - N/A	No	342	Level 3	780	770	-1	800
Mathematics	grade 7	Black or African American	No	Male	N/A	N - N/A	No	324	Level 2	700	700	0	680
Mathematics	grade 7	Black or African American	No	Female	N/A	N - N/A	No	307	Level 1	620	620	0	610
Mathematics	grade 7	Black or African American	Yes	Male	N/A	N - N/A	No	313	Level 1	500	520	2	550
Mathematics	grade 7	White	No	Female	N/A	N - N/A	No	334	Level 3	510	530	2	550
Mathematics	grade 8	White	No	Female	N/A	N - N/A	No	347	Level 3	760	760	0	750
Mathematics	grade 8	White	No	Male	N/A	N - N/A	No	354	Level 4	710	720	1	720
Mathematics	grade 8	White	No	Male	N/A	N - N/A	No	331	Level 2	700	710	1	720
Mathematics	grade 8	Hispanic or Latino	No	Female	N/A	N - N/A	No	334	Level 2	800	790	-1	790
Mathematics	grade 8	White	No	Male	N/A	N - N/A	No	325	Level 2	700	710	1	710
Mathematics	grade 8	Black or African American	No	Male	N/A	N - N/A	No	336	Level 2	700	720	2	720
Mathematics	grade 8	White	No	Female	N/A	N - N/A	No	347	Level 3	820	820	0	830
Mathematics	grade 8	White	Yes	Male	N/A	N - N/A	No	331	Level 2	670	670	0	660
Mathematics	grade 8	Black or African American	No	Female	N/A	N - N/A	No	329	Level 2	450	480	3	510

Mathematics	grade 8	White	No	Female	N/A	N - N/A	No	335	Level 2	620	620	0	620
Mathematics	grade 8	White	No	Male	N/A	N - N/A	No	307	Level 1	500	540	4	560
Mathematics	grade 8	White	No	Female	N/A	N - N/A	No	347	Level 3	690	700	1	730
Mathematics	grade 8	Black or African American	No	Female	N/A	K - Specific Learning Disabilit	No	301	Level 1	660	650	-1	620
Mathematics	grade 8	Multi-Racial	Yes	Male	N/A	N - N/A	No	343	Level 3	800	800	0	810
Mathematics	grade 8	Black or African American	No	Female	N/A	N - N/A	No	319	Level 1		500	50	500
Mathematics	grade 8	Multi-Racial	No	Female	N/A	N - N/A	No	345	Level 3	820	790	-3	780
Mathematics	grade 8	White	No	Male	N/A	N - N/A	No	341	Level 3	620	620	0	610
Mathematics	grade 8	Black or African American	No	Male	N/A	N - N/A	No	300	Level 1	510	520	1	510
Mathematics	grade 8	White	No	Male	N/A	N - N/A	No	333	Level 2	660	610	-5	620
Mathematics	grade 8	Hispanic or Latino	No	Male	N/A	V - Other Health	No	282	Level 1	470	460	-1	480
Mathematics	grade 8	White	No	Male	N/A	N - N/A	No	312	Level 1	530	530	0	560
Mathematics	grade 8	Black or African American	No	Male	N/A	N - N/A	No	330	Level 2	710	690	-2	710
Mathematics	grade 8	White	No	Female	N/A	N - N/A	No	338	Level 3	720	760	4	770
Mathematics	grade 8	Hispanic or Latino	No	Female	N/A	N - N/A	No	344	Level 3	790	780	-1	780
Mathematics	grade 8	White	No	Female	N/A	N - N/A	No	292	Level 1	490	490	0	470
Mathematics	grade 8	Black or African American	Yes	Female	N/A	N - N/A	No	298	Level 1	490	530	4	540

Test Subject	Test Grade	Ethnicity	Section 504	Gender (K-12)	Gender (Postsecondary Only)	Primary Exceptionality	K - Specific Learning Disability	English Language Learner (ELL)	Scale Score	Achievement Level	Overall IXL Math	IXL Math 11/19	IXL Math 12/4
Mathematics	grade 8	Multi-Racial	No	Male	N/A	N - N/A	No	No	308	Level 1	530	540	530
Mathematics	grade 8	Multi-Racial	Yes	Female	N/A	N - N/A	No	No	320	Level 1	620	600	590
Mathematics	grade 8	Black or African American	No	Male	N/A	N - N/A	No	No	344	Level 3	780	790	800
Mathematics	grade 8	White	No	Female	N/A	N - N/A	No	No	308	Level 1	610	610	640
Mathematics	grade 8	White	No	Female	N/A	N - N/A	No	No	331	Level 2	630	620	620
Mathematics	grade 8	White	Yes	Female	N/A	N - N/A	No	No	308	Level 1	500	500	520
Mathematics	grade 8	White	Yes	Male	N/A	N - N/A	No	No	356	Level 4	760	800	830

SISSON	LEVEL 1							FAST PM1	FAST PM1	IXL Diagonstic
ELA Reading	grade 6	Hispanic or Latino	6	No	Female	N - N/A	No	305	Level 1	300
ELA Reading	grade 6	Black or African America	6	Yes	Female	N - N/A	No	305	Level 1	190
ELA Reading	grade 6	Hispanic or Latino	6	No	Female	N - N/A	No	300	Level 1	350
ELA Reading	grade 6	White	6	Yes	Female	N - N/A	No	298	Level 1	350
ELA Reading	grade 6	White	6	Yes	Male	N - N/A	No	296	Level 1	380
ELA Reading	grade 6	Black or African America	6	No	Female	N - N/A	No	293	Level 1	400
ELA Reading	grade 6	Black or African America	6	No	Male	N - N/A	No	280	Level 1	270
ELA Reading	grade 6	Black or African America	6	No	Male	N - N/A	No	277	Level 1	230
ELA Reading	grade 7	White	7		Female	N - N/A	No	317	Level 1	
ELA Reading	grade 7	Black or African America	7	No	Male	N - N/A	No	309	Level 1	500
ELA Reading	grade 7	Hispanic or Latino	7	No	Female	N - N/A	No	303	Level 1	300
ELA Reading	grade 8	Multi-Racial	8	Yes	Female	N - N/A	No	319	Level 1	380
ELA Reading	grade 8	White	8	No	Male	N - N/A	No	318	Level 1	590
ELA Reading	grade 8	White	8	Yes	Female	N - N/A	No	318	Level 1	340
ELA Reading	grade 8	Hispanic or Latino	8	No	Male	V - Other Health	No	314	Level 1	190
ELA Reading	grade 8	Black or African America	8	No	Female	N - N/A	No	313	Level 1	720
ELA Reading	grade 8	White	8	No	Female	N - N/A	No	311	Level 1	350
ELA Reading	grade 8	Black or African America n	8	No	Female	K - Specific Learnin	No	309	Level 1	380
ELA Reading	grade 8	Black or African America	8	No	Female	N - N/A	No	309	Level 1	390

ELA Reading	grade 8	Black or African America	8	Yes	Female	N - N/A	No	308	Level 1	140
ELA Reading	grade 8	Black or African America	8	No	Male	N - N/A	No	287	Level 1	300
Wood										
ELA Reading	grade 6	Black or African America	6	No	Female	N - N/A	No	314	Level 2	610
ELA Reading	grade 6	Black or African America	6	No	Male	N - N/A	No	309	Level 2	240
ELA Reading	grade 6	Black or African America	6	No	Male	N - N/A	No	309	Level 2	370
ELA Reading	grade 7	White	7	No	Male	N - N/A	No	330	Level 2	510
ELA Reading	grade 7	Native America	7	Yes	Male	N - N/A	No	328	Level 2	780
ELA Reading	grade 7	Hispanic or Latino	7	Yes	Male	N - N/A	No	325	Level 2	470
ELA Reading	grade 7	White	7	No	Male	N - N/A	No	324	Level 2	420
ELA Reading	grade 7	Black or African America	7	No	Female	N - N/A	No	319	Level 2	380
ELA Reading	grade 7	Hispanic or Latino	7	Yes	Female					
Torres										
ELA Reading	grade 8	White	8	No	Male	N - N/A	No	336	Level 2	860
ELA Reading	grade 8	White	8	No	Male	N - N/A	No	334	Level 2	600
ELA Reading	grade 8	White	8	No	Female	N - N/A	No	333	Level 2	930
ELA Reading	grade 8	Multi-Racial	8	No	Female	N - N/A	No	333	Level 2	740
ELA Reading	grade 8	White	8	No	Female	N - N/A	No	333	Level 2	560
ELA Reading	grade 8	Multi-Racial	8	No	Male	K - Specific Learnin	No	332	Level 2	580
ELA Reading	grade 8	White	8	No	Male	N - N/A	No	328	Level 2	800
ELA Reading	grade 8	White	8	No	Male	N - N/A	No	327	Level 2	740
ELA Reading	grade 8	Black or African America	8	No	Male	N - N/A	No	327	Level 2	540
ELA Reading	grade 8	White	8	Yes	Male	N - N/A	No	326	Level 2	420
ELA Reading	grade 8	White	8	No	Female	N - N/A	No	324	Level 2	700

ELA Reading	grade 8	Hispanic	8							
Haight										
ELA Reading	grade 6	White	6	No	Male	N - N/A	No	326	Level 3	330
ELA Reading	grade 6	White	6	No	Male	N - N/A	No	338	Level 3	630
ELA Reading	grade 6	White	6	Yes	Male	N - N/A	No	336	Level 3	380
ELA Reading	grade 6	Hispanic or Latino	6	Yes	Male	N - N/A	No	328	Level 3	740
ELA Reading	grade 7							326	Level 3	330
ELA Reading	grade 7	White	7	No	Female	N - N/A	No	340	Level 3	470
ELA Reading	grade 7	Black or African American	7	No	Male	J - Emotional/Behavioral	No	340	Level 3	430
ELA Reading	grade 7	White	7	No	Female	N - N/A	No	340	Level 3	740
ELA Reading	grade 7	White	7	No	Male	N - N/A	No	339	Level 3	510
ELA Reading	grade 7	White	7	No	Female	N - N/A	No	339	Level 3	490
ELA Reading	grade 7	Black or African America	7	Yes	Male	N - N/A	No	337	Level 3	580
Watson										
ELA Reading	grade 8	Black or African America	8	No	Male	N - N/A	No	351	Level 3	680
ELA Reading	grade 8	Hispanic or Latino	8	No	Female	N - N/A	No	346	Level 3	690
ELA Reading	grade 8	White	8	No	Female	N - N/A	No	344	Level 3	580
ELA Reading	grade 8	White	8	No	Male	N - N/A	No	344	Level 3	740
ELA Reading	grade 8	Hispanic or Latino	8	No	Female	N - N/A	No	344	Level 3	840
ELA Reading	grade 8	White	8	No	Female	N - N/A	No	342	Level 3	710
ELA Reading	grade 8	White	8	Yes	Male	N - N/A	No	341	Level 3	680
ELA Reading	grade 8	White	8	No	Female	N - N/A	No	337	Level 3	660
Wier										
ELA Reading	grade 6	White	6	No	Male	N - N/A	No	362	Level 5	460
ELA Reading	grade 6	Black or African America	6	No	Male	N - N/A	No	354	Level 4	600
ELA Reading	grade 6	Hispanic or Latino	6	No	Female	N - N/A	No	352	Level 4	850
ELA Reading	grade 6	White	6	No	Female	N - N/A	No	347	Level 4	570
ELA Reading	grade 6	White	6	No	Female	N - N/A	No	340	Level 4	700
ELA Reading	grade 6	White	6	No	Male	N - N/A	No	339	Level 4	460

ELA Reading	grade 7	White	7	No	Female	N - N/A	No	350	Level 4	350
ELA Reading	grade 7	White	7	Yes	Male	N - N/A	No	348	Level 4	320
ELA Reading	grade 7	White	7	No	Male	N - N/A	No	348	Level 4	670
ELA Reading	grade 8	White	8	No	Male	N - N/A	No	362	Level 4	850
ELA Reading	grade 8	White	8	No	Female	N - N/A	No	360	Level 4	850
ELA Reading	grade 8	Multi-Racial	8	Yes	Male	N - N/A	No	360	Level 4	520
ELA Reading	grade 8	Black or African America	8	No	Male	N - N/A	No	354	Level 4	770

StudentGrade	EndTestDate	EndRIT
6	12/7/2022	186
6	12/7/2022	194
6	12/7/2022	198
6	12/7/2022	199
6	12/7/2022	199
6	12/7/2022	201
6	12/7/2022	202
6	12/7/2022	204
6	12/7/2022	204
6	12/7/2022	206
6	12/7/2022	209
6	12/7/2022	209
6	12/7/2022	211
6	12/7/2022	214
6	12/7/2022	214
6	12/7/2022	216
6	12/7/2022	216
6	12/7/2022	217
6	12/7/2022	220
6	12/7/2022	222
6	12/7/2022	226
6	12/7/2022	230
7	12/7/2022	193
7	12/7/2022	203
7	12/7/2022	205
7	12/7/2022	206
7	12/7/2022	207
7	12/7/2022	207
7	12/7/2022	211
7	12/7/2022	212
7	12/7/2022	213
7	12/7/2022	214
7	12/7/2022	214
7	12/7/2022	215
7	12/7/2022	217
7	12/7/2022	217
7	12/7/2022	219
7	12/7/2022	219
7	12/7/2022	221
7	12/7/2022	222
7	12/7/2022	225
8	12/7/2022	194
8	12/7/2022	200
8	12/7/2022	203
8	12/7/2022	203
8	12/7/2022	203
8	12/7/2022	204
8	12/7/2022	210

8	12/7/2022	212
8	12/7/2022	213
8	12/7/2022	214
8	12/7/2022	216
8	12/7/2022	218
8	12/7/2022	218
8	12/7/2022	219
8	12/7/2022	219
8	12/7/2022	220
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8	12/7/2022	224
8	12/7/2022	225
8	12/7/2022	225
8	12/7/2022	227
8	12/7/2022	230
8	12/7/2022	231
8	12/7/2022	231
8	12/7/2022	232
8	12/7/2022	235
8	12/7/2022	237
***	***	

Hernando County School District
Charter Contract Renewal-Evaluation of Indicators

Charter School: B.E.S.T. Academy	**Contract Expiration Date: June 30, 2023**
Final Renewal Report Date: January 3, 2023	**Current Term of Charter: 2020 -2023**

Overall, a summary or total of the evaluation indicators rating reflect that the charter school has received the following:

Meets the Standard ☐ **Partially Meets the Standard** ■ **Does not Meet the Standard** ☐

Based on the evidence provided by the charter school and verified by the Sponsor, the overall recommendation is to:

■ **Approve the renewal of the charter** ☐ **Not approve the renewal of the charter**

Below is a detailed report for each of the evaluation indicators based on evidence provided by the charter school. The evidence includes information obtained from the charter school and verified by the Sponsor (District) in consideration of a recommendation for renewal of the charter contract.

Section 1: Has the School Been Successful in Increasing Student Achievement

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X		

1.a. Did the school make progress in meeting its established educational goals during the term of the charter?

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X		

Supportive evidence requested:

- Clear quantitative evidence that the school has made satisfactory progress in student academic performance objectives.
- Evidentiary support (Response should include state assessment results for appropriate grade levels. Additional assessment data may also be used).
- A detailed plan to address overall academic performance weaknesses, if identified, as well as increased performance for specific content areas should be included.
- Data should be disaggregated and include at a minimum, grade, gender, ESE, socio-economic status, and minority populations.

Strengths:

- Increased 12 percentage points in ELA proficiency
- Increased 23 percentage points in Math proficiency and 78% of students made learning gains in Math

Concerns/Recommendations:
Continue to look at proficiency and learning gains by grade level and cohort to create a more precise continuous improvement plan.

School Comments:

1.b. Did the charter school meet statewide accountability requirements (no required Corrective Action Plan or School Improvement Plan under F.A.C.6A-1.099827)?

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X		

Supportive evidence requested:

- Statewide accountability results for each of the past five years should be included. Please include Learning Gains and Learning Gains of the Bottom Quartile.

Strengths:

- Tested 100% of student population
- No subgroups below the 41% Federal Percent of Points Index and no significant gap between any subgroups

Concerns/Recommendations:

- None

School Comments:

1.c. Did the percent of students who were proficient or higher in reading, writing, math and science meet or exceed the state and district average?

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:

- Please provide a comparative summary of schools within a five-mile radius including a five-year comparison on student performance for the FSA English Language Arts and FSA Mathematics assessments, Science assessments and any End-of Course assessments. The data should include Learning Gains and Bottom Quartile Learning Gains.

Strengths:

- Math proficiency is 14 points higher than the district average and 12 points higher than the state average

- ELA proficiency is 4 points higher than the district average and even with the state at 53%

Concerns/Recommendations:

- Science decreased 33 points to 32% which is 19 points below the district and 20 points below the state average. A recommendation would be to determine the root cause of the decrease and develop a targeted plan to increase student achievement.

School Comments:

Currently there are no middle schools within a five-mile radius. As stated on page 8 under 2021/2022 data there was a significant drop due to a substitute science teacher in the classroom for the majority of the school year. The teacher who historically taught science, moved to math and data showed a significant increase in our math performance due to that change.

1.d. Did the percentage of students who were proficient or higher in reading, writing, math, and science meet or exceed that of similar district schools.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X		

Supportive evidence requested:

- Please provide evidence related to your assessment scores by year for the past five years, including the percent of students at the unsatisfactory, partially proficient, proficient, and advanced levels.

Strengths:

- BEST earned 59% of total school grade points which is the highest middle school in our district

Concerns/Recommendations: None

School Comments:

1.e. Identification of the school's goals for the term of the charter.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X		

Supportive evidence requested:

- Did the school meet its student achievement objectives each year? If the school did not meet its objectives, please provide an explanation as to why and what the school will do differently in the future to help ensure goals will be met.

Strengths: BEST increased in 8/9 school grade components in the 21-22 school year and 6/9 components since the 2017-2018 school year.

Concerns/Recommendations: None

School Comments:

1.f. Over the term of the charter, was the school's educational program and design aligned with the mission and guiding principles of the school? Please describe.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X		

Supportive evidence requested:

- Initial charter school application (or amendments/appendices and contract including Academic Accountability Plan.

Strengths:

Concerns/Recommendations: None

Section 2: Is the School an Effective, Viable Organization?

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

2.a. Has the school competently and effectively managed its finances?

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:

- The school should provide a financial statement that discloses the costs of administration, instruction, and other spending categories for the charter school that is understandable to the general public that will allow comparison of such costs to other schools.
- The response should address any negative findings from independent audits, and/or budget deficits in any of the fiscal years the school has been in operation, and how the school responded.

Strengths:

- Since the new administration has started, monthly financial reports have been submitted in a timely manner.

Concerns/Recommendations:

- For Fiscal Year 2021-22, the final Profit and Loss Statement (similar to an Income Statement) reflected an overall loss of $8,756. The charter schools checking account, which is the account used primarily for all operating costs, has been slowly decreasing to cover month to month expenditures. The Money Market/Savings account reserve has not had activity and has maintained the same account balance with the exception of minimal interest earnings for the past two years.
- The financial reporting for Fiscal Year 2022-23, as of November 30, 2022 the charter school has reported a gain of $4,499 on the Profit and Loss Statement. However, in most months expenditures exceed revenues resulting in a very tight margin.
- The charter will need to continue efforts to boost enrollment to increase income. The charter currently has student education beyond the classroom fees. However, Student Education Beyond the Classroom (SEBC) fees should be evaluated to ensure fees collected reflect the actual cost of student activities. Additionally, financial records do not appear to reflect all student fees are paid in a timely manner.

School Comments:

There has been a great deal of change that occurred with new leadership and all new instructional staff at BEST Academy. Change has been possible due to ESSER Funds, increased enrollment, and the collection of **all** student fees. Precise planning has gone into the utilization of our ESSER funds. Grants are reimbursed and typically lag behind based on checks clearing and the requirements for submitting reimbursement requests that may impact a monthly deficit on occasion. The district has been very supportive in keeping us informed and providing assistance related to the above-mentioned concerns.

With the immediate need to get BEST Academy on track this year, year two should prove to be a year with fewer monthly spending needs.

2.b. Describe the school's financial management systems and staffing arrangement for financial management and reporting.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X		

Supportive evidence requested:

- Staffing plan for the next 5 years of renewal.

Strengths:

Concerns/Recommendations:

School Comments:

2.c. Describe the school's success in achieving a balanced budget during the last five years of the contract period.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:

- As verified by Finance, based on previous year annual budgets (2017-2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022).

Strengths:

Concerns/Recommendations:

- For the Fiscal Years 2018/19 & 2019/20 the charter school was unable to present a balanced budget. The charter noted new security legislation implementation created challenges in those years.
- Current Budget does not have any cushion to handle any unexpected additional expenses.

School Comments:
We are actively working to increase enrollment at BEST through a variety of targeted actions. As stated earlier, *"The Money Market/Savings account reserve has not had activity and has maintained the same account balance with the exception of minimal interest earnings for the past two years".*

2.d. Describe the school's financial management and oversight for the term of the <u>new</u> charter.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:

- Description of financial management and oversight.
- Charter's Financial Policies and Procedures

Strengths:

- Has a good oversight plan in place with the reconfiguring of office staff and use of outside CPA.

Concerns/Recommendations:

- There does not appear to be a financial plan in place to increase income/revenue or a review of reducing expenditures that do not appear to be necessary for day to day operations.

School Comments:
Day to day budget is managed by the school Principal with oversight of the school board and contracted CPA. We follow the state spending guidelines of the red book which provides Florida school districts with a uniform chart of accounts for financial, cost and budgetary reporting, and forms the basis for grant budgeting and reporting. Please see Appendix 5 for our Policies and Procedures.

2.e. Provide projected budgets, estimated revenues and expenditures, and projected cash flow for the next five years of the charter renewal.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:
- Five Year Budget Projection

Strengths:

Concerns/Recommendations:

- The charter school needs to develop a marketing plan to increase student enrollment in addition to a financial plan to increase income and control spending.

School Comments:

The board has maintained ongoing conversations to continually improve marketing efforts and increase student enrollment. Currently, the school sends out mailers several times a year, utilizes social media and community events for increased exposure to the school's programs, places banners throughout the community with support of local businesses, among other things.

2.f. Describe how the school has been effectively governed.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:

- The strength and stability of the school's governing board, along with a discussion of board turnover during the term of its charter (including reasons for that turnover), should also be detailed.
- If the charter school contracts with an Education Service Provider, please discuss the governing board's record of providing appropriate oversight, detailing specifically the steps taken to monitor the performance of the management organization. Did the board use a formal review process and what were the essential metrics? Please include copies of the final reviews.
- Identify and discuss specific board actions and systems that successfully supported the school in its efforts to improve student achievement. These may include financial, educational, or legal challenges that the school has faced.

Strengths:

Concerns/Recommendations:

- There was no discussion of the strength and stability of the school's governing board, along with a discussion of board turnover during the term of its charter.
- Did not identify and discuss specific board actions and systems that successfully supported the school in its efforts to improve student achievement.

School Comments:

The questions that were asked in the governance section of the renewal application are answered on pages 15 and 16. The school does not have a management organization.

However, in response to the concerns/recommendations in section 2f (1), at the end of June 2021, the previous board chair resigned and encouraged several other board members to resign at the same time. The vice chair, Patricia Laird, quickly gathered additional board members to continue governance of the school. One of those new board members, Rhonda Nienhuis, was unable to complete the board training and therefore resigned. A second board member, Jason Kahler, resigned part way through the 2021-2022 school year due to conflict.

In response to concern number 3, the principal of BEST Academy has an allotted time during each board meeting to present the activities, concerns, and needs of the school. The board then discusses those items and makes decisions in the best interest of the staff and students of the school. Examples include, but are not limited to, discussion and consolidation of office staff to better serve the school, increase efficiency, and reduce expenditures. The board elected to designate funds to complete purchasing of one to one devices to enhance educational opportunities for all students as well as spend additional funds toward student reward systems and additional tutoring based on progress monitoring data. Board members further participate in all school activities including parent engagement nights (back to school night, open house, recruitment activities), student dances, the Christmas parade, and many other seasonal activities. The board supports all marketing efforts to increase student enrollment including

participation in designing and dispersing recruitment mailers, community events such as the Hernando County Fair, and photography at events for social media.

Section 3: Compliance & Faithfulness to the Terms of the Contract and of applicable Law

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

3.a. School Enrollment Process

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:

- Please describe how the school has established a fair and appropriate pupil enrollment process. Include a copy of your application, lottery and enrollment policies and procedures for the past five years.
- Include plan/s to increase enrollment if not at or near capacity.

Strengths:

Concerns/Recommendations:

- **Did not include a plan/s to increase enrollment**

School Comments:

As stated above, our team has ongoing conversations to continually improve marketing efforts and increase student enrollment. Currently, the school sends out mailers several times a year, utilizes social media and community events for increased exposure to the school's programs, places banners throughout the community with support of local businesses, and participates in community activities to spread the word about BEST. Targeted recruitment nights will occur beginning in January to bring prospective students to the school and provide information to families about our program. Currently, we have a list of families planning to attend.

3.b. The charter school has fulfilled its legal obligations related to access and services to students with disabilities, including students with a 504 Plan.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
x		

Supportive evidence requested:

- Explain how the school has fulfilled its legal obligations related to access and services to students with disabilities, including students with a 504 Plan. Include information regarding special education staffing, the percentage of students receiving special education and 504 services, and the number of special education students who have left your school and their reason for leaving.

- Explain how the school has utilized the Problem-Solving/Response to Intervention process.

Strengths:

- B.E.S.T. Academy currently has a certified ESE teacher on staff providing services to students with Individual Education Plans (IEPs).
- B.E.S.T. Academy does attend the MTSS meetings and participates in the professional development provided by the district MTSS Coordinator.

Concerns/Recommendations:

- Further clarification is needed pertaining to the interventions provided to tier 2 versus tier 2 students. During the remediation class, it is stated that school wide areas of academic concern are addressed, but how are individual academic needs addressed. If following the Hernando County MTSS flowchart and plan, IXL is not on the Hernando County reading plan for intervention. It could be added and Kerri Littlefield, district MTSS Coordinator could assist with this process. How are interventions documented and what does the problem-solving process look like beyond just grouping students? Are the teachers providing the intervention for tier 3 reading certified or endorsed?

School Comments:

3.c. The charter school has fulfilled its legal obligations related to access and services to English Language Learners.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X		

Supportive evidence requested:

- Explain how the school has fulfilled its legal obligations related to access and services to English Language Learners. Describe the steps the school undertakes to provide support to students who are limited English proficient. Documentation should include summaries of home language survey data and English Language assessments conducted by the school (i.e. number/percent of students assessed, number/percent found to be limited English proficient for each year of the charter.

Strengths:

- B.E.S.T. Academy does reach out to the ESOL Lead assigned to their school to provide assistance as needed to ensure that newly enrolled student registration paperwork is in alignment with District forms, and that a standard procedure is followed.

Concerns/Recommendations:

School Comments:

3.d. The charter school maintained a low number of suspensions (in-school and out-of-school) as a result of behavioral interventions, strategies, or initiative (ex. PBS).

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:

- Include summary data of the number of suspensions issued for the last three years of the current charter. Include both in-school and out-of-school suspensions.

Strengths:

- Mrs. Young is compliant with reporting SESIR and following the Student Code of Conduct.

Concerns/Recommendations:

- Prior to this school year with Mrs. Young as the Principal, prior school administrators were not compliant with reporting SESIR incidents or disciplines. Since Mrs. Young has become Principal, she is well versed on SESIR reporting and compliance with following the Student Code of Conduct. I see this standard as meeting the standard by the end of the school year.

School Comments:

3.e. Compliance with the Florida statutes related to Student with Reading Deficiencies and student progress.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
	X	

Supportive evidence requested:

- Describe how the school is fulfilling its legal obligations under Florida statute to students with reading and math deficiencies.

Strengths:

- There is dedicated time in the schedule to provide interventions.

Concerns/Recommendations:

- In section 3b, states that students receive 30 minutes of remediation in Critical Thinking classes, using IXL but here in section 3e, students are provided IXL 3 times a week in Technology. Could you provide clarity on when interventions are provided? What support and interventions provided are teacher-directed?

School Comments:

Students receive teacher directed intervention daily based on school wide data during period 1(30 min x 5). Students are grouped based on grade level and school wide progress monitoring data. ELA and Math both distribute daily lessons to staff and present those throughout the week. Mini assessments and team discussion occurs to reteach or start on another standard. Critical Thinking class is fluid and students move based on data and services needed. Three times per week in Technology class students work on IXL (like iReady) lessons which are based on the students' individual needs (50 min x 3). IXL is closely monitored, rewards are given in the form of tickets and prizes are rewarded based on progress, effort, and time spent. Students have access to IXL at home for additional time.

3.f. Provide evidence of professional development activities

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
		X

Supportive evidence requested:

- Professional Development Timeline of Activities (current school year)

Strengths:

- The school is moving ahead with district coach support this year to help address identified teacher needs.
- A TOSA for PD has been assigned to best to help ensure the school receives all pertinent information and has a direct point of contact for immediate assistance.

Concerns/Recommendations:

- There has not been any documentation of PD provided to teachers at BEST within the last three years.

School Comments:

Year 2022/23 professional development has occurred as stated on page 26. We utilize HCSD professional days, district Inservice days, and faculty meetings for our training. Our staff participate in training opportunities provided by the school district. BEST staff has struggled with use of the TRACK system due to us being outside of the network. This has been corrected and we will update the TRACK System with all training that has occurred this year. District staff has been very helpful in supporting BEST with PD this year and we appreciate being included in all the emails about training opportunities.

Section 4: Legal

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard

NA		

Supportive evidence requested:

- Provide information concerning any and all pending and threatened legal actions involving the school, including an estimate of potential exposure.

Strengths:

Concerns/Recommendations:

School Comments:

HCSD B.E.S.T. Academy Charter Renewal Application Review Select Committee 2023 Overview

On October 13, 2022, a Charter School Renewal letter for B.E.S.T. Academy was received by the Supervisor of School Choice. The Supervisor o f School Choice provided B.E.S.T. Academy with HCSD Charter Renewal Application with a due date for completion on December 9, 2022. B.E.S.T. was also provided a copy of the HCSD Evaluation Renewal tool that would be used to evaluate their renewal application.

The Renewal Application focused on four (4) specific areas:

1. Has the School Been Successful in Increasing Student Achievement?
2. Is the School an Effective, Viable Organization?
3. Compliance and Faithfulness to the Terms of the Contract and of Applicable Law
4. Legal Actions

The completed application was received on December 13, 2022. On December 14, 2022, the Supervisor of School Choice sent out an email to a select committee of eight (8) members to evaluate their portion of the renewal application.

The members that evaluated Section 1 are:

Sonsee Sanders, Director of Research and Accountability, Jennifer Merschbach, Coordinator of Assessment and Accountability – Indicators 1.a – 1.e

Dawn Williams, Supervisor of School Choice – Indicator 1.f

The members that evaluated Section 2 are:

Joyce McIntyre, Director of Finance, Julie Hansen, Accountant – Indicators 2.a – 2.e

and Dawn Williams, Supervisor of School Choice – Indicator 2.f

The members that evaluated Section 3 are:
Dawn Williams, Supervisor of School Choice – Indicator 3.a

Jill Kolasa, Director of Student Services, Anna Jensen, Director of Exceptional Student Education, and Tiffany Howard Director of Elementary Programs – Indicator 3.b

Angela Kennedy, Director of Federal Programs – Indicator Question 3.c

Jill Kolasa, Director of Student Services – Indicator Question 3.d

Tiffany Howard Director of Elementary Programs – Indicator 3.e

Paula Clark, Supervisor of Professional Development – Indicator 3.f

There were no members assigned to Section 4 as there is not any pending or threatened legal actions.

The select committee evaluated the renewal application using the HCSD Evaluation Tool via a Google document that was shared with B.E.S.T. so they could reply to concerns and/or recommendations made by the committee.

The deadline for completion of the evaluation and B.E.S.T. response was January 5, 2023.

Once the document was completed, the Supervisor of School Choice tallied the number of "Meets the Standard," "Partially Meets the Standard," and "Does Not Meet the Standard." B.E.S.T. met nine (9) of the standards, partially met eleven (11) of the standards, did not meet one (1) of the standards, and one (1) standard did not apply.

There is no set number of sections that must be rated "Meets the Standard," "Partially Meets the Standard," or "Does Not Meet the Standard' to qualify for recommendation for approval, nor is there a set number of "Does Not Meet the Standard" to qualify for recommendation for denial.

Overall, the summary of the evaluation indicators reflects that the B.E.S.T. has partially met the standard. We arrived at Partially Meets the Standard because the majority of the indicators were only partially met.

Based on evidence provided by B.E.S.T. and state statute 1002.33, the overall recommendation is to approve the renewal of the charter for a term of 15 years.

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 # 12. 23-1240 2/28/2023

Title and Board Action Requested
Approve out of state travel for Radiah Dent Palmer, to Greenwood, South Carolina and Chester, VA, to attend an accreditation visits for Charzanne Beauty College and Chester Career College, on behalf of the Council of Occupation Education.

Executive Summary
The Director of Adult and Technical Program, on behalf of the Superintendent of Schools, hereby requests the Board approve out of state travel for Radiah Dent Palmer, to Greenwood, South Carolina and Chester, VA, to attend an accreditation visits for Charzanne Beauty College and Chester Career College, on behalf of the Council of Occupation Education. There is no cost to our district. All cost and expenses will be paid by Chester Career College

My Contact
Sophia Watson
Director of Adult & Technical Education
352-797-7018

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.

From: Shelby Griffeth <shelby.griffeth@council.org> 1/11/2023 2:19:26 PM

Subject: Team Member Invitation: Charzanne Beauty College

To: **Radiah Dent Palmer**

Cc: COE Evaluation Team <EvaluationTeam@council.org>
Sandra Sacrestano <sandra.sacrestano@council.org>
Robert Carrigan <robert.carrigan@council.org>

Attachments: COI Policy Name School Name 2023.pdf / Uploaded File (48K)

Radiah Dent
Manager of Career Enhancement
Wilton Simpson Technical College</p>
4057 California Street
Brooksville, FL 34604

Dear Dr. Dent:

As a part of the accreditation process of this Commission, a **traditional** team visit is scheduled **July 31 – August 3, 2023**, for **Charzanne Beauty College, 1549 Highway 72, East, Greenwood, SC 29649.** The **CAO** is **Fallon Canupp**. The telephone number is **864-223-7321** and the email address is **charzannebeautycollege@yahoo.com.**

The Council on Occupational Education is pleased to invite you to serve as the **Member** of this team. Please inform us of your decision within ten (10) days from the date of this letter. Your immediate response, positive or negative, is of utmost importance.

IMPORTANT: Please read and sign the Conflict-of-Interest Disclosure (attached), which is now a fill-in form and can be emailed back to us using an electronic signature. If you are able to serve on this visiting team, please forward the form to COE within **ten (10) days.**

Should you be able to participate, evaluative material and criteria will be provided approximately 60 days prior to the visit. You will also receive pertinent information from the school.

Expenses incurred during a team visit are reimbursed through the Council on the basis of the COE Reimbursement Policy.

I hope that you will be able to serve on this team and look forward to hearing from you.

Shelby Griffeth, Secretary
Commission of the Council on Occupational Education

PLEASE CIRCLE ONE OF THE FOLLOWING AND RETURN. (Retain a copy for your record.)

YES, I will be able to serve on this team.

NO, I will not be able to serve on this team.

YES, please sign the following statement.

PLEASE REVIEW, SIGN AND RETURN THE ATTACHED COE CONFLICT OF INTEREST POLICY

Enclosed: COI Policy Name School Name 2023

From: Shelby Griffeth <shelby.griffeth@council.org> 12/6/2022 10:48:04 ...

Subject: Team Member Invitation: Chester Career College

To: **Radiah Dent Palmer**

Cc: COE Evaluation Team <EvaluationTeam@council.org>

Attachments: COI Policy Name School Name 2022.pdf / Uploaded File (48K)

Radiah Dent
Manager of Career Enhancement
Wilton Simpson Technical College
4057 California Street
Brooksville, FL 34604

Dear Dr. Dent:

As a part of the accreditation process of this Commission, a **traditional** team visit is scheduled **May 22-25, 2023**, for **Chester Career College, 751 West Hundred Road, Chester, VA 23836.** The **CAO** is **Debbie R. Harris**. The telephone number is **804 751-9191** and the email address is **dharris@ccc-va.com.**

The Council on Occupational Education is pleased to invite you to serve as the **Member** of this team. Please inform us of your decision within ten (10) days from the date of this letter. Your immediate response, positive or negative, is of utmost importance.

IMPORTANT: Please read and sign the Conflict-of-Interest Disclosure (attached), which is now a fill-in form and can be emailed back to us using an electronic signature. If you are able to serve on this visiting team, please forward the form to COE within **ten (10) days.**

Should you be able to participate, evaluative material and criteria will be provided approximately 60 days prior to the visit. You will also receive pertinent information from the school.

Expenses incurred during a team visit are reimbursed through the Council on the basis of the COE Reimbursement Policy.

I hope that you will be able to serve on this team and look forward to hearing from you.

Shelby Griffeth, Secretary
Commission of the Council on Occupational Education

PLEASE CIRCLE ONE OF THE FOLLOWING AND RETURN. (Retain a copy for your record.)

YES, I will be able to serve on this team.

NO, I will not be able to serve on this team.

YES, please sign the following statement.

PLEASE REVIEW, SIGN AND RETURN THE ATTACHED COE CONFLICT OF INTEREST POLICY

Enclosed: COI Policy Name School Name 2022

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Dent-Palmer	Radiah	L	16633
POSITION			**SCHOOL/COST CENTER**
Mgr. of Career Enhancement			STC / 8400

Except in the case of an emergency, all leave, other than sick leave, must be approved in advance. If the request for sick leave is pre-planned (i.e. doctor's appointment), it must be pre-approved. For sick leave absences that are not pre-planned, this form must be completed upon return within five (5) working days.

TO BE COMPLETED BY APPLICANT:

I hereby apply for:

This leave is requested: ☒ With Pay ☐ Without Pay ☐ Substitute Needed

- ☐ Sick Leave
- ☐ Personal Leave (charged to Sick Lv.)
- ☐ Personal Leave (Without Pay)
- ☐ Professional Leave
- ☐ Other _____
- ☐ Worker's Comp
- ☐ Military Leave
- ☐ Vacation Leave
- ☒ Temporary Duty (Attach documentation)
- ☐ Compensatory Time (non-exempt employees only)

*Note: This leave does not constitute any salary in addition to that which the individual would normally receive for the dates indicated herein.

- ☐ Per Diem
- ☐ Mileage
- ☐ Meals
- ☐ Registration
- ☐ Hotel Expense (Single Room Rate)

Number of Hours Requested 32

Purpose/Benefit (DO NOT use acronyms) Council on Occupational Education Eval. Team

Destination ~~East Orange, KS~~ Greenwood, SC

BEGINNING	ENDING
Time 800 AM ____ PM	Time ____ AM 400 PM
Day of Week Monday Date 7/31/23	Day of Week Thursday Date 8/3/23

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 2/13/23

FOR OFFICE USE ONLY: ☑ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 2/13/23

Project Director (if applicable) _____ Date _____

TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR AND SUBMITTED WITH THE REGULAR PAYROLL.

This leave constitutes _____ hour(s) for the regular employee listed above.

Name of substitute(s) (if any):	Amount of Time substituting:	
_____	_____ hours:	_____ days.
_____	_____ hours:	_____ days.

SO-Per-025
November 2020
Reorder from Printing

DISTRIBUTION:
White : Payroll
Yellow : Applicant (Attach to Travel Reimbursement form)
Pink : Applicant
Gold : Site Administrator

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
Dent-Palmer	Radiah	L	166033
POSITION			**SCHOOL/COST CENTER**
Mgr. of Career Enhancement			STC 18400

Except in the case of an emergency, all leave, other than sick leave, must be approved in advance. If the request for sick leave is pre-planned (i.e. doctor's appointment), it must be pre-approved. For sick leave absences that are not pre-planned, this form must be completed upon return within five (5) working days.

TO BE COMPLETED BY APPLICANT:

I hereby apply for:

This leave is requested: ☒ With Pay ☐ Without Pay ☐ Substitute Needed

- ☐ Sick Leave
- ☐ Personal Leave (charged to Sick Lv.)
- ☐ Personal Leave (Without Pay)
- ☐ Professional Leave
- ☐ Other _____
- ☐ Worker's Comp
- ☐ Military Leave
- ☐ Vacation Leave
- ☒ Temporary Duty (Attach documentation)
- ☐ Compensatory Time (non-exempt employees only)

*Note: This leave does not constitute any salary in addition to that which the individual would normally receive for the dates indicated herein.

- ☐ Per Diem
- ☐ Mileage
- ☐ Meals
- ☐ Registration
- ☐ Hotel Expense (Single Room Rate)

Number of Hours Requested 30

Purpose/Benefit (DO NOT use acronyms) Council on Occupational Ed. Evaluation Team

Destination East Orange, NJ

BEGINNING	ENDING
Time 800 AM ____ PM	Time ____ AM 400 PM
Day of Week Wednesday Date 7/5/23	Day of Week 7/6/23 Date ____

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant Radiah Dent-Palmer Date 2/13/23

FOR OFFICE USE ONLY: ☒ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 2/13/23

Project Director (if applicable) _____ Date _____

TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR AND SUBMITTED WITH THE REGULAR PAYROLL.

This leave constitutes _____ hour(s) for the regular employee listed above.

Name of substitute(s) (if any): Amount of Time substituting:

_____ _____ hours: _____ days.

_____ _____ hours: _____ days.

SO-Per-025
November 2020
Reorder from Printing

DISTRIBUTION:
White : Payroll
Yellow : Applicant (Attach to Travel Reimbursement form)
Pink : Applicant
Gold : Site Administrator

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 # 13. 23-1260 2/28/2023

Title and Board Action Requested
Approve out of state travel for Spring Hill Elementary School staff to Atlanta, GA to attend The Ron Clark Academy Professional Development Experience on March 23-24, 2023.

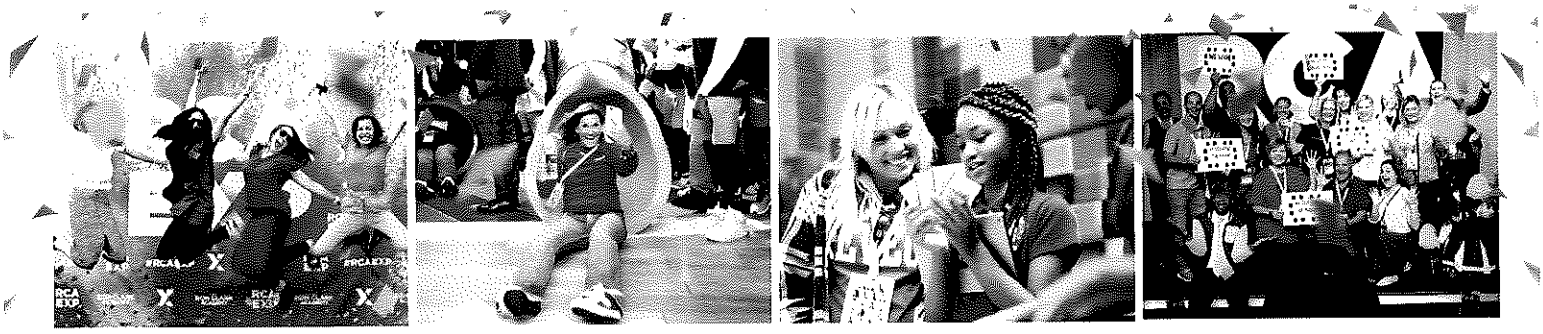
Executive Summary
The Principle of Spring Hill Elementary School, on behalf of the Superintendent of Schools, hereby requests the Board Approve the out of state travel to Atlanta, Ga.to attend The Ron Clark Academy Professional Development Experience on March 23-24, 2023

My Contact
Kristen Tormey
Principle of Spring Hill Elementary School

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $ 11950.00, 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.



The Ron Clark Academy Experience

Revolutionary Professional Development for Educators

The Ron Clark Academy is a model school and accepts visitors from all over the world. Our innovative and energetic approaches yield results, and we enjoy sharing our methods for instilling a passion for learning and helping all children achieve great levels of success.

Each week, educators visit the Ron Clark Academy to witness our dynamic and research-based teaching methods. Through classroom observations and workshops, participants in our training program learn ways to increase student engagement, ensure academic rigor, and create a climate and culture that leads to success.

Join the thousands of educators, principals, and superintendents who have already engaged in this powerful and transformative professional development experience. Be a part of the revolution!

SCHEDULE

DAY 1	8:15-8:30am	Educator Check-in
	8:30-9:00am	Welcome
	9:00-12:00pm	Classroom Observations & Workshops
	12:00-1:30pm	Lunch (provided)
	1:30-2:30pm	Workshops
	2:30-3:00pm	Q&A
	3:00-4:00pm	Slide Certific tion
DAY 2	8:15-9:00am	Keynote
	9:00-12:00pm	Classroom Observations & Workshops
	12:00-1:30pm	Lunch (provided)
	1:30-2:30pm	School Tour
	2:30-3:00pm	Wrap-Up
	3:00-4:00pm	House Cheers & Closing Ceremony

Participants will rotate through active classrooms and staff development workshops taught by Ron Clark, Kim Bearden,and other members of the RCA faculty. All workshops take place at the Academy, and guests will have the opportunity to observe Ron Clark and other teachers in their classrooms, take atour of the school, and get "slide certified!

© 2020-2021 The Ron Clark Academy

During the Ron Clark Academy Educator Training, participants learn ways to increase student engagement, ensure academic rigor, and create a climate and culture that leads to success.

Climate and Culture

The climate and culture of a school should ignite a passion for learning, provide support and encouragement, reflect high expectations for student behavior, promote parental involvement, and ensure a safe, secure environment for all.

The climate and culture of a school is something that one can feel upon entering the building, and participants in *The RCA Experience* are able to witness it firsthand in a very tangible way. Some of the programs/methods that are taught and observed include, but are not limited to, the following:

- Techniques for promoting discipline and respect, such as *The Essential 55*
- Methods for creating a sense of urgency and a standard of high expectations
- Strategies for engaging parents in the learning process
- Ways to begin the school year, from the Meet and Greet to the first days of school
- Techniques for building student confidence, respect, and enthusiasm
- Ideas for instilling a sense of tradition
- Ways to engage students with members of the community
- Tips for building a sense of school spirit and pride, such as through our house system

Rigor

A rigorous classroom is one that teaches students to understand, analyze, and synthesize complex and challenging content. Academic rigor is essential for promoting student success, and through *The RCA Experience*, educators are able to watch lessons that exemplify rigor in a variety of subjects and through a variety of methods, such as:

- Strategies for higher order questioning
- Techniques for maximizing academic learning time
- Ways to set high expectations for all learners
- Varied methods for monitoring student progress
- Methods for engaging students in academic discussions and collaboration
- Lessons that require creativity, curiosity, and problem-solving

Student Engagement

Students must be actively engaged for authentic learning to take place, and at the Ron Clark Academy, the level of student engagement is exceptionally high. Educators who participate in *The RCA Experience* are able to get a clear picture of what student engagement looks like and sounds like when they observe our classes in session. Some of the methods that promote student engagement include the following:

- Techniques for effective teacher movement
- Methods for teaching students to track the teacher and one another
- Ways to integrating music and the arts into the curriculum
- Techniques for infusing energy and passion into lesson planning and delivery
- Ideas for teaching the content creatively
- Methods for adding movement into any classroom
- Ideas for interactive, cooperative games that promote student engagement
- Techniques for keeping all students on task
- Ways to celebrate student success

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Spring Hill Elementary School
Home of the Panthers

Kristen Tormey
Principal

Angela Miller Royal
Assistant Principal

Executive Summary

I, Kristen Tormey, Principal at Spring Hill Elementary, on behalf of the Superintendent of Schools, hereby requests the Board to approve the out-of-state travel for ten instructional staff to attend the The Ron Clark Academy Professional Development Experience in Atlanta, Georgia from March 23 - 24, 2023.

The Ron Clark Academy is a model school that accepts visitors from all over the world. Their innovative and energetic approach to learning yields stellar academic and behavioral transformation. The staff at Ron Clark Academy instills a passion for taking an outside the box approach to learning. Through classroom observations, research-based teaching methods and targeted professional development, participants in the RCA training program learn alternative approaches to increase student engagement, ensure academic rigor and create a climate and culture that leads to success.

Schools around the world (including Spring Hill Elementary) have implemented the RCA House System, a dynamic, exciting way to create a powerful and positive school climate. Students are celebrated for their efforts through a process that builds character, empowers academic excellence, fosters school spirit, enhances relationships, and promotes a culture of belonging for all. SHES has accepted the Ron Clark Academy House Pledge and has worked hard to instill each character trait in to our way of life. At SHES we are... Positive, Respectful, Optimistic, Wise and Loyal. We look forward to learning alongside dedicated professional educators in order to build a strong academic culture with a solid foundation of belonging within our community.

Again, I ask for your approval for out of state travel to The Ron Clark Academy Professional Development Experience. We look forward to sharing our experience with you.

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: SHES Internal accounts (car rental/gas)

Account Name: PTO

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
8010	9800	3330	0211	9040	

Amount $ 450.00

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****

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: SAC - (Lodging)

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	5100	3330	0211	44400	44470

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$ 2,850.70	$ 1,000.00	$ 1,850.70

Account Name: Title 1 (Registration)

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4210	6400	7300	0211	82300	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 5,775.00	$	$	$	$ 5,775.00	$

B. Item Currently Not Budgeted -**

Funding Source: SHES Internal accounts (Registration)
Account Name: Principal's

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	8010	9800	7300	0211	9010	

Amount $ 4,175.00

Funding Source: SHES Internal accounts (meals)
Account Name: PTO

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	8010	9800	5100	0211	9040	

Amount $ 550.00

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. 23-1266 2/28/2023

Title and Board Action Requested

Approve out of state field trip for Master Gunnery Sergeant Michael Arnett and NJROTC Cadets to Parris Island, South Carolina to visit the Marine Corps Recruit Depot on March 8 - March 10, 2023.

Executive Summary

The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approve the out of state field trip for Master Gunnery Sergeant Michael Arnett and NJROTC Cadets to Parris Island, South Carolina to visit the Marine Corps Recruit Depot on March 8 - March 10, 2023.

My Contact

Brandon DeRespiris, Assistant Principal
Central High School
352-797-7020 xt 403

Master Gunnery Sergeant Michael Arnett
Central High School
352-797-7020

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is $ 5,500.00, 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.

MASTER GUNN ARNETT
CENTRAL HIGH SCHOOL
14075 KEN AUSTIN PARKWAY
BROOKSVILLE FL 34613
1-760-819-3167
arnett_m@hcsb.k12.fl.us

FIELD TRIP: NJROTC BASE VISIT

- DATE – MARCH 8-10, 2023
- PERSON IN CHARGE OF TRIP: MASTER GUNN ARNETT
- NUMBER OF STUDENTS GOING ON TRIP: 48

- LEAVING FROM: CENTRAL HIGH SCHOOL
- DESTINATION: MARINE CORPS BASE
- 577 DE FRANCE BLVD
- PARIS ISLAND, SOUTH CAROLINA

- TRANSPORTATION:
- PHOENIX BUS LINES
- PAID FOR BY ROTC INTERNAL FUNDS

- NUMBER OF STUDENTS ATTENDING: 48

- ACCOMADATIONS: MARINE CORPS BASE
  PARIS ISLAND , SC

- 2 NIGHTS- MARCH 8-9, 2023
- COST: NO CHARGE
- ALL MEALS WILL BE COVERED BY MARINE CORPS BASE
-
- VOLUNTEER ACCOMPANYING ON THE TRIP: JENNIFER CARLISLE

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: ROTC BOOSTER CLUB

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	8010	9800	3310	0251	90800	2281

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$ 45,128.83	$ 5,500.00	$ 39,628.83

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: ⊘XX

Prior Year Approved Budget: $ _____
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 # 15. 23-1285 2/28/2023

Title and Board Action Requested
Approve out of state field trip for Commander Christian Cruz and NJROTC Cadets to Rutledge, Georgia for NJROTC Orienteering National Competition on March 16 - March 20, 2023.

Executive Summary
The Principal, on behalf of the Superintendent of Schools, hereby requests the Board approve out of state field trip for Commander Christian Cruz and NJROTC Cadets to Rutledge, Georgia for NJROTC Orienteering National Competition on March 16 - March 20, 2023.

My Contact
Brandon DeRespiris, Assistant Principal
Central High School
352-797-7020 xt 403

Commander Christian Cruz
Central High School
352-797-7020

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $ 4,000.00, 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.

COMMANDER CHRISTIAN CRUZ
CENTRAL HIGH SCHOOL
14075 KEN AUSTIN PARKWAY
BROOKSVILLE FL 34613
1-760-819-3167
Cruz_c@hcsb.k12.fl.us

FIELD TRIP: NJROTC ORIENTEERING

- DATE – MARCH 16-20, 2023
- PERSON IN CHARGE OF TRIP: COMMANDER CHRISTIAN CRUZ
- NUMBER OF STUDENTS GOING ON TRIP: 18

- LEAVING FROM: CENTRAL HIGH SCHOOL
- DESTINATION: HARD LABOR CREEK STATE PARK
- RUTLEDGE, GEORGIA

- TRANSPORTATION:
- MINI VANS
- PAID FOR BY DISTRICT

- NUMBER OF STUDENTS ATTENDING: 18

- ACCOMADATIONS: HAMPTON INN, 2012 EATONTON ROAD MADISON, GEORGIA

- 4 NIGHTS- MARCH 16-20,2023
- COST: $4000.00 APPROX.
- ALL MEALS WILL BE COVERED BY ROTC

VOUNTEER AND DISTRICT EMPLOYESS ACCOMPANING THE TRIP: KELLY BYRNE, AMY JACOBSEN (DISTRICT EMPLOYEES) CAROLYN CRUZ

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: ROTC BOOSTER CLUB

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	8010	9800	3310	0251	90800	2281

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$ 45,716.60	$ 4,000.00	$ 41,716.60

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: ⊘XX

Prior Year Approved Budget: $ _____
Prior Year Actual Spent: $ 0.00

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

Agenda Item # 16. 23-1231 2/28/2023

Title and Board Action Requested
Approve Fiscal Year 2022-2023 Budget Amendment No. 2 for Quarter Ending December 31, 2022

Executive Summary
The Director of Budget, on behalf of the Superintendent of Schools, hereby requests the Board's approval for Fiscal Year 2022-2023 Budget Amendment No. 2 for Quarter Ending December 31, 2022. This amendment is certified to be correct by the Finance Department.

- **General Fund**
  Estimated revenues were adjusted for collections received during the quarter. Estimated Federal through State & Local Sources increased $175,124 due to the FEMA reimbursement received during the Quarter for Hurricane Ian.

  We received the 3rd FEFP Calculation from FLDOE based on the October survey period. There was a decrease in unweighted FTE in the amount of (281.10) when compared to the 2nd Calc. This resulted in a net reduction in base and categorical funding in the amount of ($2,068.596). Class-size funding was reduced by another ($342,468) loss. At the Final Budget hearing in September, we reserved $4.9M for an FEFP/FTE loss. This reserved covered the FEFP reduction completely.

  Last year we saw our Family Empowerment Scholarship "FES" reduction increase from $9.7M to $11.8M. When the 2nd FEFP Calc was released in July, we saw this FES reduction increase to $14.3M. A pro-active approach to the 2022-2023 budget was taken by appropriating an additional $2.4M for a possible increase in the FES reduction. Based on the October survey, the increase in the FES reduction was only $595,471 with a prior year adjustment to what was withheld in 2021-22 of ($204,918). The budgeted appropriation of $2,409,290 more than covered the actual FES adjustment and was transferred back to Unassigned Fund Balance.

  The last adjustment to our FEFP State funding was the reinstatement of the School Recognition funding. The total of $1,055,144 was awarded to Hernando County School District. The following schools will be the recipients of this funding:

  Pine Grove Elementary
  Suncoast Elementary
  Chocachatti Elementary
  Challenger K-8
  Winding Waters K-8
  Gulf Coast Academy

  Estimated Revenue from Local Sources increased based on actual collections. Interest income increased

$369,280, Adult Education Fees increased $37,097 and Miscellaneous Local Revenue increased by $153,938 based on actual collections. We received $32,283 more in Capital Credit from WREC than what was projected, with the remaining Miscellaneous Local Revenue coming from Use of Facilities and Reimbursement of Expense earnings.

In Other Financing Sources, we received an additional $10,527 for Loss Recoveries, and an additional $2,336,000 transferred into General Fund from Capital Projects for Miscellaneous Maintenance projects.

Appropriations were amended to reflect the following adjustments:

Increase in Districts' portion of Health Insurance Benefits	$1,570,000
Instructional Salary Increases	2,414,943
Miscellaneous Maintenance Projects Added	2,336,000
Increase in hourly rate for Kelly Services Substitutes	1,586,557
School Recognition Bonuses/Fringe	1,055,144
Family Empowerment Scholarship Budgeted Increase	(2,018,737)
Adj for Vacant Positions not filled	(979,269)
Net Increase in Appropriations	$5,964,638

Ending fund balance is estimated at $26,529,666 or 12.57% of General Fund revenues and includes reserves (non-spendable) for inventory in the amount of $1,220,315, the (assigned) for Health Insurance Rebates/Profit Sharing/Wellness in the amount of $2,643,074, reserve for New School Operating costs in the amount of $2,000,000, and reserve for Maintenance/Facilities/Safety in the amount of $2,121,314. There is an (assigned) reserve for the ESSER funded positions and the remaining reserve for FEFP/FTE adjustment in the amount of $1,098,918. In February, we will have another survey that will determine our funding for the 2nd half of the year. The results will be adjusted in our 4th FEFP Calc that the District will receive in late April or early May.

- **Debt Service**
  Estimated Revenues increased $24,782 in interest earnings. No other adjustments were made to Debt Services.

- **Capital Projects**
  Estimated Revenues increased a total of $438,868 based on actual revenues received from Interest and Impact earnings and an adjustment to the Safety Grant that carried in from 2021-2022.

  Estimated Appropriations increased $9,129,557 based on transfers in from the Capital Projects fund balance for the following projects that were Board Approved between 10/1/22 - 12/31/22:

  Springstead High Bleacher/Press Box project
  Powell Middle School - Trane Contract
  Maintenance White Fleet
  Weeki Wachee High Professional Design Services
  Fox Chapel Middle HVAC Equipment
  District Office TIS Server Upgrade/HVAC and Alarm System
  Deltona Elementary Installation of Wall & Removal @ Cafeteria
  Powell Middle School - Painting Project

Winding Waters Cafeteria Project
District Office Roof Replacement Project
Central High Portable Restorations
Fox Chapel Middle Lights & Ceiling Tiles
Brooksville Elementary Nexus Emergency Lights
Chocachatti Elementary Intercom Upgrade
Pine Grove Elementary Pre-K Playground
Westside Elementary Canopy Project
Fox Chapel Middle ADA Parking Lot
Hernando High Tennis Court Project
Safe Schools Egress Projects
Safe Schools White Fleet
Safe Schools Gate Projects
Safe Schools Vehicle Traffic Gate Projects
Deltona Elementary New Metal Canopy for Dining Area

Capital Projects Ending Fund Balance Reserved for Future Projects @ 12/31/22 is $35,540,512.

- **Food Service**
  Estimated Revenues increased $214,475 due to the receipt of Share Our Strength/No Kid Hungry Grant and Food Service Equipment Grants for Eastside Elementary and Westside Elementary.

  Appropriations were amended for 2022-2023 salary/fringe increases for Food Service staff. Additional appropriations were added in the amount of $471,333 for the Food & Nutrition Supply Chain Assistant Grant and $48,015 for (22) Food Service Commercial Food Processors.

- **Special Revenue**
  Revenues increased by $2,302,742 due to the receipt of the following roll forward and new 2022-2023 grants as follows:

Title II Training & Recruitment Grant	$51,000
IDEA Preschool	$94,018
IDEA	$2,026,659
Title IV	$58,482
UniSig School Improvement	$67,500
Title III NCLB	$13,879
SED Network II	($8,822)

  Appropriations were moved between objects to reflect normal operational activity for the quarter as outlined in the individual grant applications.

- **Special Revenue - ESSER I**
  There were no adjustments to estimated Revenues or Appropriations for this quarter.

- **Special Revenue - GEER I**

Estimated Revenues and Appropriations were adjusted to reflect the closure of the GEER I - Cares K12 CTE Infrastructure Grant.

- **Special Revenue - ESSER II**
  There were no adjustments to Estimated Revenues.

  Appropriations were moved between objects to reflect normal operational activity for the quarter as outlined in the individual grant application.

- **Special Revenue - CRRSA GEER II**
  This is a new Coronavirus Response & Relief Supplemental Workforce grant that opened during the quarter. The estimated revenue is $1,173,900.

  Appropriations were set up based on the approved narrative in the individual grant application.

- **Special Revenue - ESSER III**
  Estimated Revenues were adjusted as follows:

  ESSER III - Formula Grant to LEAs - Learning Loss increased $28,996
  ESSER III - American Rescue Plan decreased $22,014
  ESSER III - American Rescue Plan Supplemental Program added $1,408,835

  Appropriations were moved between objects and/or added based on normal operational activity for the quarter as outlined in the individual grant applications.

- **Special Revenue - American Rescue Plan/Homeless Children & Youth**
  Estimated Revenues were added to reflect two new Grants under this program. Estimated Revenue for the High Impact Reading Intervention & Support was added in the amount of $466,090 and the American Rescue Plan Instructional Materials Grant was added in the amount of $335,762.

  Appropriations were added to correspond with the narrative outlined in each individual grant application.

My Contact
Kendra L. Sittig
Director of Budget
(352) 797-7004 x418

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

Financial Impact
As per Budget Amendment Detail

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.

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
2022-2023 BUDGET
GENERAL FUND

Fund Balances - June 30, 2023

Beginning Fund Balance - July 1, 2022			$ 42,802,188
Fiscal Year 2022-2023 Estimated Revenues			
Federal	$	1,075,774	
State		132,092,300	
Local		77,845,852	
Other Financing Sources		4,726,254	
Total Estimated Revenues	$	215,740,179	
Fiscal Year 2022-2023 Appropriations			
Expenditures	$	230,751,245	
Other Financing Uses		1,261,457	
Total Appropriations	$	232,012,702	
Excess / (Deficiency) of Revenues over Appropriations			(16,272,522)
Ending Fund Balance - June 30, 2023			**$ 26,529,666**

Analysis of Ending Funds Balance - June 30, 2023			**As a % of Revenue**	
Nonspendable:				
Inventory	$	1,220,315	0.58%	
Restricted:				
Assigned:				
Health Insurance Rebates/Profit Sharing/Wellness		2,643,064	1.25%	
2022-2023 Reserve for New School		2,000,000	0.95%	
2022-2023 Maint/Facilities/Safety/Other Dept Reserve		2,121,314	1.01%	
Reserve for ESSER funded positions		2,500,000	1.18%	
FEFP/ FTE Adjustment		1,098,918	0.52%	
Unassigned		**14,946,054**	**7.08%**	11.99%
	$	**26,529,666**	12.57%	

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

General Fund - Budget Amendment #2
Executive Summary

General Fund Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (pages 3-5).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Direct Sources	$ -	
Federal Through State and Local Sources	$ 175,124	
State Sources		$ 1,381,307
Local Sources	$ 571,564	
Other Financing Sources	$ 2,346,527	
Net Change in Estimated Revenue	**$ 1,711,909**	
Appropriations Changes (by Function):		
5000 Instruction	$ 3,033,952	
6100 Pupil Personnel Services	$ 10,118	
6200 Instructional Media Services	$ 86,219	
6300 Instruction and Curriculum Development Services		$ 8,017
6400 Instructional Staff Training Services	$ 21,142	
6500 Instruction Related Technology		$ 88,388
7100 Board	$ 10,615	
7200 General Administration	$ 83,489	
7300 School Administration	$ 90,937	
7400 Facilities Acquisition and Construction	$ 287,781	
7500 Fiscal Services		$ 45,020
7600 Food Service	$ 90,189	
7700 Central Services	$ 77,696	
7800 Pupil Transportation Services	$ 492,207	
7900 Operation of Plant	$ 23,080	
8100 Maintenance of Plant	$ 1,692,761	
8200 Administrative Technology Services	$ 105,877	
9100 Community Services	$ -	
9700 Transfers:		
0920 Transfers to Debt Service Fund	$ -	
0940 Transfers to Special Revenue Funds		
Net Change in Appropriations	**$ 5,964,638**	

Fund Balance Changes:	**Increase (Decrease)**
Fund Balance - September 30, 2022	**$ 30,782,395**
Increase (decrease) in Estimated Revenues	1,711,909
(Increase) decrease in Appropriations	(5,964,638)
Fund Balance - December 31, 2022	**$ 26,529,666**

The School Board of Hernando County, Florida
General Fund
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE						
FEDERAL DIRECT SOURCES:						
3191	RESERVE OFFICERS TRAINING CORPS (ROTC)	199,000	199,000			199,000
3199	MISCELLANEOUS FEDERAL DIRECT	-	-	-	-	-
TOTAL FEDERAL DIRECT SOURCES		199,000	199,000	-	-	199,000
FEDERAL THROUGH STATE AND LOCAL SOURCES:						
3202	MEDICAID	700,000	700,000			700,000
3291	FEMA REIMBURSEMENT	-	-	175,124		175,124
3299	MISCELLANEOUS FEDER THROUGH STATE AND LOCAL	-	1,650	-	-	1,650
TOTAL FEDERAL THROUGH STATE AND LOCAL SOURCES		700,000	701,650	175,124	-	876,774
STATE SOURCES:						
3310	FLORIDA EDUCATION FINANCE PROGRAM (FEFP)	108,242,954	108,242,954		2,512,755	105,730,199
3315	WORKFORCE DEVELOPMENT	586,986	586,986			586,986
3317	WORKFORCE EDUCATION PERFORMANCE INCENTIVE	-	-	16,828		16,828
3323	CO & DS WITHHELD FOR ADMINISTRATIVE EXPENSE	-	-			-
3343	STATE LICENSE TAX	85,000	85,000			85,000
3355	CLASS SIZE REDUCTION OPERATING FUNDS	24,198,093	24,198,093			24,198,093
3361	SCHOOL RECOGNITION FUNDS	-	-	1,055,144		1,055,144
3372	EXCELLENT TEACHING PROGRAM	341,573	341,573	51,116		392,690
3399	OTHER MISCELLANEOUS STATE REVENUE	19,000	19,000	8,360	-	27,360
TOTAL STATE SOURCES		133,473,607	133,473,606	1,131,448	2,512,755	132,092,300
LOCAL SOURCES:						
3411	DISTRICT SCHOOL TAX	74,675,941	74,675,941			74,675,941
3421	TAX REDEMPTION	20,000	20,000			20,000
3425/26	RENT	99,500	106,885	9,357		116,242
3429	OTHER FEES	-	-			-
3430	INTEREST, INCLUDING PROFIT ON INVESTMENT	50,000	111,454	369,280		480,734
3440	GIFTS, GRANTS, AND BEQUESTS	-	1,645	1,265		2,910
3461	ADULT GENERAL EDUCATION COURSE FEES	-	15,173	37,097		52,270
3462	FINANCIAL AID FEES FEFP COURSE	-	3,380			3,380
3466	LIFELONG LEARNING FEES	-	-			-
3467	GED TESTING FEES	-	420			420
3468	VOC/AE FINANCIAL AID FEES	-	71,620	628		72,248
3490	MISCELLANEOUS LOCAL REVENUE	2,163,087	2,267,771	153,938	-	2,421,708
TOTAL LOCAL SOURCES:		77,008,528	77,274,288	571,564	-	77,845,852
OTHER FINANCING SOURCES:						
3740	LOSS RECOVERIES	-	2,655	10,527		13,183
3630	TRANSFERS IN FOR CHARTER SCHOOL	159,805	232,221		-	232,221
3630	TRANSFERS IN FROM CAPITAL PROJECTS FUNDS	2,144,850	2,144,850	2,336,000		4,480,850
TOTAL OTHER FINANCING SOURCES:		2,304,655	2,379,726	2,346,527	-	4,726,254
TOTAL REVENUES AND OTHER FINANCING SOURCES		213,685,790	214,028,271	4,224,664	2,512,755	215,740,179
BEGINNING FUND BALANCE		42,802,188	42,802,188	-	-	42,802,188
TOTAL ESTIMATED REVENUE		**256,487,978**	**256,830,459**	**4,224,664**	**2,512,755**	**258,542,367**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**1,711,909**		
APPROPRIATIONS BY FUNCTION AND OBJECT						
EXPENDITURES:						
5000	INSTRUCTION					
	100 - SALARIES	90,839,856	88,078,252	3,406,333		91,484,585
	200 - BENEFITS	24,205,419	24,820,728	986,460		25,807,188
	300 - PURCHASED SERVICES	6,386,569	8,009,078	1,113,646		9,122,723
	500 - MATERIALS AND SUPPLIES	10,516,646	15,170,346		2,603,311	12,567,036
	600 - CAPITAL OUTLAY	64,074	412,344	105,756		518,100
	700 - OTHER EXPENSES	346,882	553,063	25,068		578,131
6100	PUPIL PERSONNEL SERVICES					
	100 - SALARIES	6,386,974	6,613,791	297,549		6,911,340
	200 - BENEFITS	2,145,670	2,194,909	76,279		2,271,188
	300 - PURCHASED SERVICES	39,886	65,655	3,089		68,744
	500 - MATERIALS AND SUPPLIES	3,973,438	4,108,391		371,149	3,737,242
	600 - CAPITAL OUTLAY	-	8,162	4,350		12,512
	700 - OTHER EXPENSES	8,489	9,982			9,982

The School Board of Hernando County, Florida
General Fund
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
6200	INSTRUCTIONAL MEDIA SERVICES					
	100 - SALARIES	793,438	1,133,173	62,454		1,195,627
	200 - BENEFITS	274,661	381,434	22,490		403,924
	300 - PURCHASED SERVICES	180,396	234,445	1,578		236,024
	500 - MATERIALS AND SUPPLIES	10,280	14,473	112		14,585
	600 - CAPITAL OUTLAY	4,368	221,263		416	220,848
	700 - OTHER EXPENSES	4,640	5,800			5,800
6300	INSTRUCTION AND CURRICULUM DEVELOPMENT					
	100 - SALARIES	1,949,599	2,368,249		20,717	2,347,532
	200 - BENEFITS	633,688	737,523	12,625		750,149
	300 - PURCHASED SERVICES	169,200	238,402	75		238,477
	500 - MATERIALS AND SUPPLIES	53,240	45,059		564	44,494
	600 - CAPITAL OUTLAY	20,240	27,126	564		27,691
	700 - OTHER EXPENSES	2,400	3,000			3,000
6400	INSTRUCTIONAL STAFF TRAINING					
	100 - SALARIES	485,101	512,530	17,691		530,221
	200 - BENEFITS	151,515	241,313		884	240,430
	300 - PURCHASED SERVICES	21,720	37,665	4,199		41,864
	500 - MATERIALS AND SUPPLIES	4,320	10,439	136		10,575
	700 - OTHER EXPENSES	2,400	8,035			8,035
6500	INSTRUCTION RELATED TECHNOLOGY					
	100 - SALARIES	347,960	521,106		90,546	430,560
	200 - BENEFITS	152,374	206,517		2,593	203,924
	300 - PURCHASED SERVICES	-	3,625	4,751		8,376
	500 - MATERIALS AND SUPPLIES	-	-			-
7100	BOARD					
	100 - SALARIES	249,083	249,490	9,939		259,430
	200 - BENEFITS	168,636	168,720	76		168,796
	300 - PURCHASED SERVICES	228,320	285,400			285,400
	500 - MATERIALS AND SUPPLIES	2,184	3,381	581		3,962
	700 - OTHER EXPENSES	24,832	31,040	19		31,059
7200	GENERAL ADMINISTRATION					
	100 - SALARIES	1,386,498	1,443,094		11,647	1,431,448
	200 - BENEFITS	377,332	451,056	4,491		455,547
	300 - PURCHASED SERVICES	81,410	222,366	94,983		317,348
	500 - MATERIALS AND SUPPLIES	495,136	49,650		4,508	45,142
	600 - CAPITAL OUTLAY	2,400	3,135	170		3,305
	700 - OTHER EXPENSES	52,040	73,550			73,550
7300	SCHOOL ADMINISTRATION					
	100 - SALARIES	10,212,279	10,403,532	64,863		10,468,395
	200 - BENEFITS	3,280,958	3,333,034	35,093		3,368,127
	300 - PURCHASED SERVICES	3,189	37,871	6,121		43,991
	500 - MATERIALS AND SUPPLIES	110,888	186,287		20,780	165,507
	600 - CAPITAL OUTLAY	1,200	16,669	4,692		21,361
	700 - OTHER EXPENSES	19,360	26,647	948		27,595
APPROPRIATIONS BY FUNCTION AND OBJECT						
EXPENDITURES:						
7400	FACILITIES, ACQUISITION, AND CONSTRUCTION					
	100 - SALARIES	450,102	530,870	30,255		561,125
	200 - BENEFITS	139,978	167,508	7,223		174,732
	300 - PURCHASED SERVICES	8,000	227,922	249,803		477,725
	500 - MATERIALS AND SUPPLIES	-	500			500
	600 - CAPITAL OUTLAY	3,600	5,539			5,539
	700 - OTHER EXPENSES	-	232,921	500		233,421
7500	FISCAL SERVICES					
	100 - SALARIES	597,240	572,307		46,625	525,683
	200 - BENEFITS	183,962	173,240	1,018		174,258
	300 - PURCHASED SERVICES	144,810	238,341	201		238,541
	500 - MATERIALS AND SUPPLIES	8,184	15,230	247		15,477
	600 - CAPITAL OUTLAY	40,911	240			240
	700 - OTHER EXPENSES	25,146	34,404	139		34,543
7600	FOOD SERVICES					
	100 - SALARIES	-	43,715	71,487		115,202
	200 - BENEFITS	-	8,895	14,624		23,519
	500 - MATERIALS AND SUPPLIES	-		4,078		4,078
	700 - OTHER EXPENSES	-	-			-
7700	CENTRAL SERVICES					

The School Board of Hernando County, Florida
General Fund
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
	100 - SALARIES	1,561,029	1,696,595	55,883		1,752,478
	200 - BENEFITS	493,625	544,522	3,944		548,466
	300 - PURCHASED SERVICES	958,615	1,046,984	5,217		1,052,201
	500 - MATERIALS AND SUPPLIES	217,582	164,163		3,246	160,917
	600 - CAPITAL OUTLAY	9,511	17,153	15,898		33,051
	700 - OTHER EXPENSES	68,571	91,497			91,497
7800	PUPIL TRANSPORTATION SERVICES					
	100 - SALARIES	4,240,486	4,383,517	404,304		4,787,821
	200 - BENEFITS	1,555,103	1,578,124	23,496		1,601,619
	300 - PURCHASED SERVICES	458,880	713,092		36,202	676,890
	400 - ENERGY SERVICES	1,332,800	1,669,512	21,383		1,690,895
	500 - MATERIALS AND SUPPLIES	641,360	814,016		5,687	808,329
	600 - CAPITAL OUTLAY	96,000	120,419	38,663		159,082
	700 - OTHER EXPENSES	208	1,344	46,253		47,596
7900	OPERATION OF PLANT					
	100 - SALARIES	7,051,918	7,190,043		629,588	6,560,454
	200 - BENEFITS	2,286,856	2,326,489	31,805		2,358,294
	300 - PURCHASED SERVICES	4,168,312	5,598,235	21,490		5,619,725
	400 - ENERGY SERVICES	5,275,480	5,275,614	975		5,276,588
	500 - MATERIALS AND SUPPLIES	605,859	740,721	24,303		765,025
	600 - CAPITAL OUTLAY	194,421	897,963	640,363		1,538,326
	700 - OTHER EXPENSES	173,320	178,585		66,268	112,316
8100	MAINTENANCE OF PLANT					
	100 - SALARIES	2,745,289	2,774,995	113,140		2,888,135
	200 - BENEFITS	971,905	978,767	9,061		987,828
	300 - PURCHASED SERVICES	1,023,614	1,223,817	2,100,899		3,324,715
	400 - ENERGY SERVICES	177,600	222,884			222,884
	500 - MATERIALS AND SUPPLIES	1,801,953	725,248		42,631	682,617
	600 - CAPITAL OUTLAY	818,080	1,673,551		485,224	1,188,328
	700 - OTHER EXPENSES	3,280	3,400		2,485	915
8200	ADMINISTRATIVE TECHNOLOGY					
	100 - SALARIES	1,323,103	1,518,882		30,990	1,487,892
	200 - BENEFITS	429,823	488,315	18,095		506,411
	300 - PURCHASED SERVICES	367,212	591,674	160,707		752,380
	500 - MATERIALS AND SUPPLIES	43,760	54,631		1,150	53,481
	600 - CAPITAL OUTLAY	2,196,765	3,228,601		40,785	3,187,816
	700 - OTHER EXPENSES	840	1,050			1,050
9100	COMMUNITY SERVICES					
	300 - PURCHASED SERVICES	14,220	17,775			17,775
	500 - MATERIALS AND SUPPLIES	1,420	1,996			1,996
	700 - OTHER EXPENSES	-	-			-
	CAPITAL OUTLAY					
7420	FACILITIES, ACQUISITION AND CONSTRUCTION	-	-	-	-	-
9300	OTHER CAPITAL OUTLAY	-	-	-	-	-
	TOTAL EXPENDITURES	211,781,919	224,786,607	10,482,633	4,517,995	230,751,245
	APPROPRIATIONS BY FUNCTION AND OBJECT					
	OTHER FINANCING USES					
9700	TRANSFERS OUT					
	0920 - TRANSFERS TO DEBT SERVICE FUND	1,261,457	1,261,457			1,261,457
	0940 - TRANSFERS TO SPECIAL REVENUE FUNDS	-	-		-	-
	TOTAL OTHER FINANCING USES	1,261,457	1,261,457	-	-	1,261,457
	TOTAL EXPENDITURES AND OTHER FINANCING USES	213,043,376	226,048,064	10,482,633	4,517,995	232,012,702
	TOTAL ENDING FUND BALANCE	43,444,602	30,782,395	-	4,252,729	26,529,666
	TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	**256,487,978**	**256,830,459**	**10,482,633**	**8,770,724**	**258,542,367**
	NET INCREASE (DECREASE) IN APPROPRIATIONS			**1,711,909**		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Debt Service Funds - Budget Amendment #2
Executive Summary

Debt Service Funds Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. Additional detail by object is attached (page 2) for further reference.

	Increase	Decrease
Estimated Revenue Changes:		
State Sources	$ -	
Local Sources	24,782	
Other Financing Sources:		
Transfers In		
Issuance of Bonds		
Fund Balance Beginning		
Net Change in Estimated Revenue	24,782	
Appropriations Changes (by Function and Object):		
Function 9200 - Debt Service:		
710 Principal		
720 Interest	$ -	
730 Dues and Fees		
760 Payments to Refunded Bond Escrow		
Function 9700 - Transfers:		
910 Transfers to General Fund		
Net Change in Appropriations		**$ -**

Fund Balance Changes:	**Increase (Decrease)**
Fund Balance - September 30, 2022	$ 7,275,037
Increase (decrease)in Estimated Revenues	24,782
(Increase) decrease in Appropriations	-
Fund Balance - December 31, 2022	**$ 7,299,819**

The School Board of Hernando County, Florida
Debt Service Funds
Budget Amendment #2
Summary by Object
Fiscal Year 2022-2023

	Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE					
STATE SOURCES					
3322 CO & DS WITHHELD	180,000	180,000			180,000
3326 SBE/COBI BOND INTEREST	38,320	38,320			38,320
3341 RACING COMMISSION FUNDS	210,100	210,100			210,100
TOTAL STATE SOURCES	428,420	428,420	-	-	428,420
LOCAL SOURCES:					
3430 INTEREST	-	-	24,782		24,782
3433 NET INCREASE (DECREASE) IN FMV OF INVESTMENTS	-	-	-	-	-
TOTAL LOCAL SOURCES:	-	-	24,782	-	24,782
OTHER FINANCING SOURCES:					
3630 TRANSFER IN FROM GENERAL	1,261,457	1,261,457			1,261,457
3630 TRANSFER IN FROM CAPITAL	8,252,664	8,252,664			8,252,664
3792 PREMIUM ON REFUNDING BONDS	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES:	9,514,121	9,514,121	-	-	9,514,121
BEGINNING FUND BALANCE	7,275,037	7,275,037	-	-	7,275,037
TOTAL ESTIMATED REVENUE	**17,217,578**	**17,217,578**	**24,782**	**-**	**17,242,360**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			**24,782**		
APPROPRIATIONS					
EXPENDITURES:					
9200 DEBT SERVICE					
710 REDEMPTION OF PRINCIPAL	6,166,953	6,166,953			6,166,953
720 INTEREST	3,754,088	3,754,088			3,754,088
730 DUES AND FEES	21,500	21,500			21,500
950 INTERFUND TRANSFER	-	-	-	-	-
TOTAL EXPENDITURES	9,942,541	9,942,541	-	-	9,942,541
ENDING FUND BALANCE	7,275,037	7,275,037	24,782	-	7,299,819
TOTAL APPROPRIATIONS	**17,217,578**	**17,217,578**	**24,782**	**-**	**17,242,360**
NET INCREASE (DECREASE) IN APPROPRIATIONS			**24,782**		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Capital Projects Funds - Budget Amendment #2
Executive Summary

Capital Projects Funds Budget Amendment #2 is for the fiscal period ending **December 31, 2022.** Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
State Sources		$ 141,031
Local Sources	579,899	
Other Financing Sources:		
Premium on Bonds		
Net Change in Estimated Revenue	**$ 438,868**	
Appropriations Changes (by Function and Object):		
Function 7400 - Facilities Acquisition and Construction:		
310 Prof/Tech Services		
369 Technology Rentals		
394/794 Charter School Safety Grant		
630 Building & Fixed Equipment	$ 121,500	
640 Furniture, Fixtures, & Equipment	$ 738,578	
650 Motor Vehicles	$ 225,000	
660 Land		
670 Improvements Other Than Buildings	$ 2,169,395	
680 Remodeling & Renovation	$ 3,539,084	
690 Computer Software		
Function 9200 - Debt Service:		
730 Dues and Fees		
Other Financing Uses:		
000 Transfer to Charter School		
910 Transfers to General Fund	$ 2,336,000	
920 Transfers to Debt Service Funds		
Net Change in Appropriations	**$ 9,129,557**	

Fund Balance Changes:	**Increase (Decrease)**
Beginning Fund Balance - September 30, 2022	$ 44,231,202
Increase (decrease) in Estimated Revenues	438,868
(Increase) decrease in Project Appropriations	(9,129,557)
Reserved for Future School Projects - December 31, 2022	**$ 35,540,512**

The School Board of Hernando County, Florida
Capital Projects Funds
Budget Amendment #2
Summary by Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE						
STATE SOURCES:						
3321	CO & DS DISTRIBUTED	215,000	215,000			215,000
3325	CO & DS INTEREST	-	-			-
3391	PUBLIC EDUCATION CAPITAL OUTLAY (PECO)	8,444,787	8,444,787			8,444,787
3397	CHARTER SCHOOL CLASS SIZE REDUCTION TRANSFER	173,252	173,252	58,969		232,221
3390	MISCELLANEOUS STATE REVENUE	250,000	250,000	-	200,000	50,000
TOTAL STATE SOURCES		9,083,039	9,083,039	58,969	200,000	8,942,008
LOCAL SOURCES:						
3413	LOCAL AD VALOREM TAXES	22,291,326	22,291,326			22,291,326
3419	SCHOOL DISTRICT LOCAL SALES TAX	14,000,000	14,000,000			14,000,000
3421	TAX REDEMPTIONS	5,000	5,000	599		5,599
3430	INTEREST	34,150	34,150	522,701		556,851
3496	IMPACT FEES	6,100,000	6,100,000	56,600		6,156,600
3497	REFUND OF PRIOR YEAR EXPENSE	-	-			-
TOTAL LOCAL SOURCES:		42,430,476	42,430,476	579,899	-	43,010,375
TOTAL REVENUES AND OTHER FINANCING SOURCES (NET)		51,513,515	51,513,515	638,868	200,000	51,952,383
AUDIT ADJUSTMENT		-	-			-
BEGINNING FUND BALANCE		55,688,203	55,688,203	-	-	55,688,203
TOTAL ESTIMATED REVENUE		**107,201,718**	**107,201,718**	**638,868**	**200,000**	**107,640,586**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**438,868**		
APPROPRIATIONS						
EXPENDITURES:						
7400	FACILITIES, ACQUISITION, AND CONSTRUCTION					
310	PROFESSIONAL/TECHNICAL SERVICES	-	-			-
394/7	CHARTER SCHOOL SAFETY GRANT	-	3,200			3,200
369	TECHNOLOGY RENTALS	-	-			-
630	BUILDINGS & FIXED EQUIPMENT	8,444,787	9,050,051	121,500		9,171,551
640	FURNITURE, FIXTURES, & EQUIPMENT	657,528	2,563,732	738,578		3,302,310
650	MOTOR VEHICLES	1,000,000	2,464,310	225,000		2,689,310
660	LAND	-	165,000			165,000
670	IMPROVEMENTS OTHER THAN BUILDINGS	730,000	3,472,721	2,169,395		5,642,116
680	REMODELING & RENOVATION	14,030,000	34,131,552	3,539,084		37,670,636
690	COMPUTER SOFTWARE	550,000	490,214			490,214
9200	DEBT SERVICE					
730	DUES AND FEES	-	-			-
TOTAL EXPENDITURES		25,412,315	52,340,781	6,793,557	-	59,134,338
OTHER FINANCING USES						
9700	TRANSFERS					
000	TRANSFER TO CHARTER SCHOOLS	159,805	232,221			232,221
910	TRANSFERS TO GENERAL FUND	2,144,850	2,144,850	2,336,000		4,480,850
920	TRANSFERS TO DEBT SERVICE FUNDS	8,252,664	8,252,664			8,252,664
TOTAL OTHER FINANCING USES		10,557,319	10,629,735	2,336,000	-	12,965,735
TOTAL EXPENDITURES AND OTHER FINANCING USES (NET)		35,969,634	62,970,516	9,129,557	-	72,100,073
TOTAL ENDING FUND BALANCE		71,232,084	44,231,202	-	8,690,690	35,540,512
TOTAL APPROPRIATIONS AND ENDING FUND BALANCE		**107,201,718**	**107,201,718**	**9,129,557**	**8,690,690**	**107,640,586**
NET INCREASE (DECREASE) IN APPROPRIATIONS				**438,868**		

The School Board of Hernando County, Florida
Capital Projects Funds
Budget Amendment #2
Summary by Project
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Appropriations by Project:						
Other Schools:						
44XX	GCA, GCMS, BEST (Charter Schools - PECO)	159,805	232,221			232,221
Other Schools Total		159,805	232,221	-	-	232,221
Other Projects:						
00100	Tax Refunds	5,000	5,000			5,000
13200	New Vo-Tech School	8,444,787	9,050,051	121,500		9,171,551
28000	Impact Fees - Admin Fees	-	3,100			3,100
M2055	NCTHS Criminal Justice Program	200,000	200,000			200,000
M2060	Countywide Land Acquisitions	-	165,000			165,000
Multi	Half-Cent Sales Tax Projects	14,555,000	23,911,435			23,911,435
Other Projects Total		23,204,787	33,334,586	121,500	-	33,456,086
Transfers:						
00100	Equipment Transfer (Debt Services)	8,252,664	8,252,664			8,252,664
00100	Transfer to General Fund	2,144,850	2,144,850	2,336,000		4,480,850
Transfers Total		10,397,514	10,397,514	2,336,000	-	12,733,514
Facilities/Maintenance Projects:						
M2000	District Wide Building Maintenance	-	82,824			82,824
M2010	District Wide HVAC	-	38,261	1,870,000		1,908,261
M2030	District Wide Paving	-	-	135,000		135,000
M2040	District Wide Painting	-	84,064			84,064
M2050	District Wide Fire - Safety	-	594,626	1,359,524		1,954,150
M2053	District Wide Safety - CW Safety SB 7026 (2020-2023)	-	262,029			262,029
M2054	District Wide Safety - CW Safety SB 7026 (2021-2024)	-	329,621			329,621
M2090	District Wide Reroofing	-	-			-
M2100	District Wide Floor Coverings	-	97,774	1,400,000		1,497,774
M2130	District Wide Theaters/Stage Upgrades	-	18,149			18,149
M2170	District Wide Generators	-	388,390			388,390
M2190	District Wide Lighting	-	110,339	85,000		195,339
M2230	Countywide Site/Ground Improvements	-	10,155,714		1,050,000	9,105,714
M2340	District Wide Building Improvements	-	1,044,353	2,111,622		3,155,975
M3130	District Wide Building Improvements - HHS	-	-			-
Facilities/Maintenance Projects Total		-	13,206,144	6,961,146	1,050,000	19,117,290
Equipment Purchases:						
01500	Athletic Safety Equipment	65,000	65,000			65,000
M0970	Portables	-	305,542	205,660		511,202
M2070	Band/Chorus	25,000	25,000			25,000
M2380	Countywide Custodial Equipment Repair	30,000	30,000			30,000
M2070	Maintenance Equipment Purchases	-	53,472			53,472
M2070	Countywide Equipment Purchases	-	1,723,585	330,251		2,053,836
M2070-73010	Countywide Equipment Purchases - Copiers	537,528	537,528			537,528
Equipment Purchases Total		657,528	2,740,127	535,911	-	3,276,038
Transportation:						
52500/M5250	Transportation Vehicles	1,000,000	2,464,310	225,000		2,689,310
Safety & Security Total		1,000,000	2,464,310	225,000	-	2,689,310
Technology:						
45500/M45500	New Enterprise System - Skyward	450,000	450,000			450,000
45700	Public School Technology	100,000	145,614			145,614
49500	SW Renewals	-	-			-
Technology Total		550,000	595,614	-	-	595,614
TOTAL APPROPRIATIONS		35,969,634	62,970,516	10,179,557	1,050,000	72,100,073
Ending Fund Balance		71,232,084	44,231,202	-	9,129,557	35,540,512
Total Appropriations and Ending Fund Balance		**107,201,718**	**107,201,718**	**-**	**-**	**107,640,586**
NET INCREASE (DECREASE) IN APPROPRIATIONS				**-**		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Food Service Fund - Budget Amendment #2
Executive Summary

Food Service Fund Budget Amendment #2 is for the fiscal period ending **December 31, 2022** Below is a summary of the adjustments to estimated revenues and appropriations. Additional detail by object is attached (page 2) for further reference.

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources	214,475	
State Sources	-	
Local Sources	6,813	
Other Financing Sources:		
Transfers in from General Fund	-	-
Net Change in Estimated Revenue	**221,288**	
Appropriations Changes (by Function and Object):		
Function 7600 - Food Service:		
100 Salaries	$ 627,191	
200 Benefits	1,716	
300 Purchased Services	58,778	
400 Energy Services		
500 Materials and Supplies	581,876	
600 Capital Outlay		$ 26,000
700 Other Expenses	16,718	
Net Change in Appropriations	**$ 1,260,279**	

Fund Balance Changes:	**Increase (Decrease)**
Fund Balance - September 30, 2022	**$ 6,034,907**
Prior Year Adjustment to Fund Balance	$ -
Increase (decrease) in Estimated Revenues	221,288
(Increase) decrease in Appropriations	(1,260,279)
Fund Balance - December 31, 2022	**$ 4,995,916**

The School Board of Hernando County, Florida
Food Service Fund
Budget Amendment #2
Summary by Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE						
FEDERAL THROUGH STATE SOURCES						
3260	NATIONAL SCHOOL LUNCH ACT	14,070,000	14,070,000			14,070,000
3265	USDA DONATED COMMODITIES	-	-			-
3269	OTHER FOOD SERVICE	-	488,368	214,475		702,842
TOTAL FEDERAL THROUGH STATE SOURCES		14,070,000	14,558,368	214,475	-	14,772,842
STATE SOURCES						
3337	SCHOOL BREAKFAST SUPPLEMENT	84,000	84,000			84,000
3338	SCHOOL LUNCH SUPPLEMENT	100,000	100,000			100,000
3399	OTHER MISCELLANEOUS STATE	-	-			-
TOTAL STATE SOURCES		184,000	184,000	-	-	184,000
LOCAL SOURCES:						
3430	INTEREST	-	-			-
3434	INTEREST EARNED W/TAX COLLECTOR	-	-			-
3451	STUDENT LUNCHES	-	-	3,797		3,797
3452	STUDENT BREAKFAST	-	-	1,242		1,242
3453	ADULT LUNCH / BREAKFAST	500	500			500
3454	STUDENT / ADULT ALA CARTE	250,000	250,000			250,000
3456	OTHER FOOD SALES	10,000	10,000			10,000
3457	FOOD REBATES	5,000	5,000			5,000
3495	OTHER MISCELANEOUS LOCAL	-	13,505	1,774		15,279
TOTAL LOCAL SOURCES:		265,500	279,005	6,813	-	285,818
OTHER FINANCING SOURCES:						
3610	TRANSFERS IN FROM GENERAL FUND	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES:		-	-	-	-	-
TOTAL REVENUES AND OTHER FINANCING SOURCES		14,519,500	15,021,373	221,288	-	15,242,661
BEGINNING FUND BALANCE		9,061,631	9,061,631	-	-	9,061,631
TOTAL ESTIMATED REVENUE		**23,581,131**	**24,083,004**	**221,288**	**-**	**24,304,292**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**221,288**		
APPROPRIATIONS						
EXPENDITURES:						
100	SALARIES	3,761,222	3,762,095	627,191		4,389,286
200	BENEFITS	1,623,962	1,623,962	1,716		1,625,677
300	PURCHASED SERVICES	521,650	596,292	58,778		655,070
400	ENERGY SERVICES	314,500	314,500			314,500
500	MATERIALS AND SUPPLIES	10,150,500	10,628,533	581,876		11,210,409
600	CAPITAL OUTLAY	317,500	912,916		26,000	886,916
700	OTHER EXPENSES	200,000	209,800	16,718		226,518
TOTAL EXPENDITURES		16,889,333	18,048,097	1,286,279	26,000	19,308,375
ENDING FUND BALANCE		6,691,798	6,034,907	-	1,038,991	4,995,916
TOTAL APPROPRIATIONS		**23,581,131**	**24,083,004**	**1,286,279**	**1,064,991**	**24,304,292**
NET INCREASE (DECREASE) IN APPROPRIATIONS				**221,288**		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2021-2022

Special Revenue Funds - Other Federal Funds - Budget Amendment #2
Executive Summary

Special Revenue Funds - Other Federal Funds Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Vocational Education Acts		
Workforce Innovation and Opportunity Act		
Improving Teacher Quality State Grants - Title II	$ 51,000	
Individuals with Disabilities Education Act (IDEA)	2,111,855	
Elementary and Secondary Education Act - Title I	$ 27	
Language Instruction - Title III	$ 13,879	
Title IV	$ 58,482	
IDEA Part B K-12		
IDEA Part B Pre-K		
Federal Through Local Sources:		
Miscellaneous Federal Through State	$ 67,500	$ -
Net Change in Estimated Revenue	**$ 2,302,742**	
Appropriations Changes (by Function):		
5000 Instruction	$ 1,532,522	
6100 Pupil Personnel Services	$ 684,797	
6200 Instructional Media Services	$ 7,500	
6300 Instruction and Curriculum Development Services		9,214
6400 Instructional Staff Training Services	$ 53,005	
6500 Instruction Related Technology	$ 3,555	-
7200 General Administration	$ 38,265	
7300 School Administration		
7700 Central Services	$ -	13,816
7800 Pupil Transportation Services	$ 1,601	
7900 Operation of Plant	$ 4,058	
8100 Maintenance of Plant	$ 470	
Net Change in Appropriations	**$ 2,302,742**	

The School Board of Hernando County, Florida
Special Revenue Funds - Other Federal Funds
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE						
FEDERAL THROUGH STATE SOURCES:						
3201	VOCATIONAL EDUCATION ACTS	313,788	338,788			338,788
3221	WORKFORCE INNOVATION AND OPPORTUNITY ACT	285,600	386,336			386,336
3225	IMPROVING TEACHER QUALITY STATE GRANTS, TITLE II	1,133,176	1,133,176	51,000		1,184,176
3230	INDIVIDUALS WITH DISABILITIES ACT (IDEA)	5,788,854	5,788,854	2,111,855		7,900,709
3240	ELEMENTARY AND SECONDARY EDUCATION ACT, TITLE I	9,020,941	9,020,941	27		9,020,968
3241	LANGUAGE INSTRUCTION - TITLE III	107,744	99,141	13,879		113,020
3242	TITLE IV	-	453,658	58,482		512,140
3271	IDEA PART B - K12	-	1,374,564			1,374,564
3273	IDEA PRE-K PART B	-	83,932			83,932
3299	MISCELLANEOUS FEDERAL THROUGH STATE	104,800	860,794	67,500	-	928,294
TOTAL FEDERAL THROUGH STATE SOURCES		16,754,903	19,540,184	2,302,742	-	21,842,927
BEGINNING FUND BALANCE		-	-	-	-	-
TOTAL ESTIMATED REVENUE		**16,754,903**	**19,540,184**	**2,302,742**	**-**	**21,842,927**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**2,302,742**		
APPROPRIATIONS						
EXPENDITURES:						
5000	INSTRUCTION					
	100 - SALARIES	4,891,823	5,052,450	565,725		5,618,175
	200 - BENEFITS	1,822,343	2,061,686	195,986		2,257,672
	300 - PURCHASED SERVICES	1,104,971	2,026,224	467,869		2,494,093
	500 - MATERIALS AND SUPPLIES	581,395	752,998	79,009		832,007
	600 - CAPITAL OUTLAY	602,044	1,054,656	183,290		1,237,946
	700 - OTHER EXPENSES	20,815	78,703	40,642		119,345
6100	PUPIL PERSONNEL SERVICES					
	100 - SALARIES	1,433,979	1,550,148	544,147		2,094,295
	200 - BENEFITS	459,739	509,343	138,593		647,936
	300 - PURCHASED SERVICES	99,054	188,699	1,300		189,999
	500 - MATERIALS AND SUPPLIES	136,032	169,847		3,645	166,202
	600 - CAPITAL OUTLAY	30,863	98,314	5,120		103,434
	700 - OTHER EXPENSES	60,725	67,225		718	66,507
6200	INSTRUCTIONAL MEDIA SERVICES					
	100 - SALARIES	-	-	6,890		6,890
	200 - BENEFITS	-	-	610		610
6300	INSTRUCTION AND CURRICULUM DEVELOPMENT					
	100 - SALARIES	2,396,153	2,740,714		30,415	2,710,300
	200 - BENEFITS	756,962	855,209	31,109		886,319
	300 - PURCHASED SERVICES	62,218	81,188	1,676		82,863
	500 - MATERIALS AND SUPPLIES	18,897	18,897		2,465	16,432
	600 - CAPITAL OUTLAY	74,100	74,100		12,120	61,980
	700 - OTHER EXPENSES	14,900	14,900	3,000		17,900
6400	INSTRUCTIONAL STAFF TRAINING					
	100 - SALARIES	562,772	579,752	50,000		629,752
	200 - BENEFITS	177,041	183,560		197	183,363
	300 - PURCHASED SERVICES	332,576	361,607	2,805		364,412
	500 - MATERIALS AND SUPPLIES	98,491	104,238		2,359	101,880
	600 - CAPITAL OUTLAY	3,000	3,000		3,000	-
	700 - OTHER EXPENSES	74,441	88,430	5,755		94,185
6500	INSTRUCTION RELATED TECHNOLOGY					
	100 - SALARIES	118,600	111,795			111,795
	200 - BENEFITS	205,463	51,060	3,555		54,615
	700 - OTHER EXPENSES	-	-			-
7200	GENERAL ADMINISTRATION					
	700 - OTHER EXPENSES	556,664	596,322	38,265		634,588
7700	CENTRAL SERVICES					
	100 - SALARIES	1,100	1,100		1,100	-
	200 - BENEFITS	216	216		216	-
	300 - PURCHASED SERVICES	4,500	9,000		9,000	-
	500 - MATERIALS AND SUPPLIES	1,000	2,500		2,500	-

The School Board of Hernando County, Florida
Special Revenue Funds - Other Federal Funds
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

	Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
700 - OTHER EXPENSES	1,000	1,000		1,000	-
APPROPRIATIONS BY FUNCTION AND OBJECT					
EXPENDITURES:					
7800 PUPIL TRANSPORTATION SERVICES					
100 - SALARIES	19,343	19,343	500		19,843
200 - BENEFITS	3,595	3,595	351		3,946
300 - PURCHASED SERVICES	10,494	10,300		500	9,800
400 - ENERGY SERVICES	16,398	16,398	1,250		17,648
700 - OTHER EXPENSES	500	500			500
7900 OPERATION OF PLANT					
100 - SALARIES	500	500	3,000		3,500
200 - BENEFITS	98	98	628		727
400 - ENERGY SERVICES	100	100	900		1,000
500 - MATERIALS AND SUPPLIES	-	470		470	-
700 - OTHER EXPENSES	-	-	-		-
8100 MAINTENANCE OF PLANT					
500 - MATERIALS AND SUPPLIES	-	-	470		470
TOTAL EXPENDITURES	16,754,903	19,540,184	2,372,447	69,704	21,842,927
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	**16,754,903**	**19,540,184**	**2,372,446**	**69,704**	**21,842,927**
NET INCREASE (DECREASE) IN APPROPRIATIONS			**2,302,742**		

The School Board of Hernando County, Florida
Special Revenue Funds - Other Federal Funds
Budget Amendment #2 - Fund 4210
Summary by Project
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Federal through State Sources:						
Adult Education - Geographic	81x	285,600	386,336			386,336
Title I Basic	82x	9,020,941	9,020,941	27		9,020,968
Title X - Education of Homeless	83x	104,800	104,800			104,800
Individuals with Disabilities Education Act (IDEA) Preschool	84x	114,647	114,647	94,018		208,665
Individuals with Disabilities Education Act (IDEA) Discretionary	85x	5,556,637	7,015,133	2,026,659		9,041,792
Perkins Grant	86x	313,788	338,788			338,788
21st Century Community Learning Grant	87x	-	-			-
Fl Charter School Program (BEST)	87x	-	421,594			421,594
Title I School Improvement	88x	-	-			-
Title II Training and Recruitment	90x	1,133,176	1,133,176	51,000		1,184,176
SED Network I	91x	76,068	76,068			76,068
Title III NCLB	92x	107,744	99,141	13,879		113,020
SED Network II	93x	41,502	41,502		8,822	32,680
Title I School Improvement	94x	-	-			-
Title I Part D	94x	-	-			-
Title IV	96x	-	453,658	58,482		512,140
UniSig School Improvement	97x	-	334,400	67,500		401,900
Total Federal through State Sources		16,754,903	19,540,184	2,311,565	8,822	21,842,927
TOTAL GRANTS		**16,754,903**	**19,540,184**	**2,311,565**	**8,822**	**21,842,927**
				2,302,742		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Special Revenue Funds - ESSER I - Budget Amendment #2
Executive Summary

Special Revenue Funds - ESSER I Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds		$ 0
Miscellaneous Federal Through State	$ -	$ -
Net Change in Estimated Revenue	**$ -**	**$ 0**
Appropriations Changes (by Function):		
5000 Instruction		$ -
6100 Student Support Services		$ -
6200 Instructional Media Services		$ -
6300 Instuctional & Curriculum Development Services		$ -
6400 Instructional Staff Training Services		$ -
7200 General Administration		$ -
7900 Operation of Plant		$ -
8100 Maintenance of Plant		$ -
8200 Administrative Technology Services		
9100 Community Services		
Net Change in Appropriations	**$ -**	**$ -**

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER (CARES Grant)
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

	Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3271 Education Stabilzation Funds - K12	915,519	817,159		0	817,159
3299 MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES	915,519	817,159	-	0	817,159
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	**915,519**	**817,159**	**-**	**0**	**817,159**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			**(0)**		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
100 - SALARIES	239,875	237,736			237,736
200 - BENEFITS	55,391	55,391			55,391
300 - PURCHASED SERVICES	13,899	4,074			4,074
500 - MATERIALS AND SUPPLIES	76,398	41,981			41,981
600 - CAPITAL OUTLAY	3,786	1,679			1,679
700 - OTHER EXPENSES	-	-			-
6100 STUDENT SUPPORT SERVICES					
100 - SALARIES	15,000	15,000			15,000
200 - BENEFITS	3,300	3,300			3,300
6200 INSTRUCTIONAL MEDIA SERVICES					
100 - SALARIES	1,650	-			-
200 - BENEFITS	335	-			-
6300 INSTRUCTION & CURRICULUM DEVELOPMENT SERVICES					
100 - SALARIES	44,149	32,000			32,000
200 - BENEFITS	10,155	6,352			6,352
300 - PURCHASED SERVICES	1,517	-			-
500 - MATERIALS AND SUPPLIES	426	-			-
600 - CAPITAL OUTLAY	72	-			-
700 - OTHER EXPENSES	-	-			-
6400 INSTRUCTIONAL STAFF TRAINING					
100 - SALARIES	82,067	64,893			64,893
200 - BENEFITS	19,199	15,171			15,171
300 - PURCHASED SERVICES	106,448	106,448			106,448
500 - MATERIALS AND SUPPLIES	23,192	18,089			18,089
600 - CAPITAL OUTLAY	-	-			-
700 - OTHER EXPENSES	-	-			-
7200 GENERAL ADMINISTRATION					
100 - SALARIES	2,177	-			-
200 - BENEFITS	439	-			-
8100 MAINTENANCE OF PLANT					
300 - PURCHASED SERVICES	1	1			1
500 - MATERIALS AND SUPPLIES	21,792	21,792			21,792
600 - CAPITAL OUTLAY	193,251	193,251			193,251
TOTAL EXPENDITURES	914,519	817,159	-	-	817,159
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	**914,519**	**817,159**	**-**	**-**	**817,159**
NET INCREASE (DECREASE) IN APPROPRIATIONS			**-**		

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER I (CARES Grant)
Budget Amendment #2 - Fund 4410
Summary by Project
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Federal through State Sources:						
ESSER - (CARES Grant)	981xx	817,159	817,159			817,159
ESSER - Data Informed Supports	982xx	20,317	-			-
ESSER - B.E.S.T. High Quality Curriculum	983xx	35,242	-			-
ESSER - Instructional Continuity Plan	984xx	41,801	-			-
Total Federal through State Sources		914,519	817,159	-	-	817,159
TOTAL GRANTS		**914,519**	**817,159**	**-**	**-**	**817,159**
				-		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Special Revenue Funds - GEER I - Budget Amendment #2
Executive Summary

Special Revenue Funds - GEER I Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds		$ 314
Miscellaneous Federal Through State		$ -
Net Change in Estimated Revenue	**$ -**	**$ 314**
Appropriations Changes (by Function):		
5000 Instruction		$ 314
6100 Student Support Services		$ -
6300 Instruction and Curriculum Development Services		$ -
6400 Instructional Staff Training Services		$ -
7800 Pupil Transportation Services		$ -
7900 Operation of Plant		$ -
Net Change in Appropriations		**$ 314**

The School Board of Hernando County, Florida
Special Revenue Funds - GEER I (CARES Grant)
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE						
FEDERAL THROUGH STATE SOURCES:						
3271	EDUCATIONAL STABILIZATION FUNDS K-12	241,456	314		314	-
3272	EDUCATIONAL STABILIZATION FUNDS K-12	1,161	-			-
3299	MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES		242,617	314	-	314	-
BEGINNING FUND BALANCE		-	-	-	-	-
TOTAL ESTIMATED REVENUE		**242,617**	**314**	**-**	**314**	**-**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**(314)**		
APPROPRIATIONS						
EXPENDITURES:						
5000	INSTRUCTION					
	100 - SALARIES	120,493	-			-
	200 - BENEFITS	22,932	-			-
	300 - PURCHASED SERVICES	2,054	-			-
	500 - MATERIALS AND SUPPLIES	58,397	87		87	-
	600 - CAPITAL OUTLAY	458	227		227	-
	700 - OTHER EXPENSES	-	-			-
6100	STUDENT SUPPORT SERVICES					
	100 - SALARIES	2,606	-			-
	200 - BENEFITS	516	-			-
	700 - OTHER EXPENSES	-	-			-
6300	INSTRUCTION AND CURRICULUM DEVELOPMENT SERVICES					
	100 - SALARIES	3,274	-			-
	200 - BENEFITS	627	-			-
	700 - OTHER EXPENSES	-	-			-
6400	INSTRUCTIONAL STAFF TRAINING SERVICES					
	100 - SALARIES	3,549	-			-
	200 - BENEFITS	669	-			-
	700 - OTHER EXPENSES	-	-			-
7800	STUDENT TRANSPORTATION SERVICES					
	100 - SALARIES	12,125	-			-
	200 - BENEFITS	2,361	-			-
	300 - PURCHASED SERVICES	-	-			-
	400 - ENERGY SERVICES	10,000	-			-
	700 - OTHER EXPENSES	-	-		-	-
7900	OPERATION OF PLANT					
	100 - SALARIES	2,151	-			-
	200 - BENEFITS	405	-			-
	600 - CAPITAL OUTLAY	-	-		-	-
TOTAL EXPENDITURES		242,617	314	-	314	-
TOTAL ENDING FUND BALANCE		-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT		**242,617**	**314**	**-**	**314**	**-**
NET INCREASE (DECREASE) IN APPROPRIATIONS				**(314)**		

The School Board of Hernando County, Florida
Special Revenue Funds - GEER II (CARES GRANT)
Budget Amendment #2 - Fund 4420
Summary by Project
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Federal through State Sources:						
GEER - (CARES Grant)	971xx	236,975	-			-
GEER - (CARES GRANT K-12 CTE INFRASTRUCTURE)	991xx	314	314		314	-
GEER - (CARES GRANT K-12 CIVIC LITERACY BOOKLIST)	993xx	4,168	-			-
GEER - (CARES GRANT ADULT ED	994xx	1,161	-			-
Total Federal through State Sources		242,617	314	-	314	-
TOTAL GRANTS		**242,617**	**314**	**-**	**314**	**-**
				(314)		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Special Revenue Funds - ESSER II - Budget Amendment #2
Executive Summary

Special Revenue Funds - ESSER II Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds	$ -	
Miscellaneous Federal Through State	$ -	$ -
Net Change in Estimated Revenue	**$ -**	**$ -**
Appropriations Changes (by Function):		
5000 Instruction		$ 20,795
6100 Student Support Services		-
6200 Instructional Media Services		-
6300 Instruction & Curriculum Development Services		-
6400 Instructional Staff Training		-
6500 Instructional Technology	$ -	
7100 Board of Education		
7200 General Administration		117,558
7300 School Administration	$ 117,558	
7400 Facilities, Acquisitions & Construction		
7500 Fiscal Services		
7600 Food Service		
7700 Central Services		
7800 Student Transportation		-
7900 Operation Services		-
8100 Maintenance of Plant		-
8200 Administrative Technology	$ 20,795	-
Net Change in Appropriations	**$ -**	**$ -**

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER II(CARES Grant)
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE						
FEDERAL THROUGH STATE SOURCES:						
3271	Education Stabilzation Funds - K12	9,157,732	6,990,867			6,990,867
3299	MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES		9,157,732	6,990,867	-	-	6,990,867
BEGINNING FUND BALANCE		-	-	-	-	-
TOTAL ESTIMATED REVENUE		**9,157,732**	**6,990,867**	**-**	**-**	**6,990,867**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**-**		
APPROPRIATIONS						
EXPENDITURES:						
5000	INSTRUCTION					
	100 - SALARIES	1,281,206	579,216			579,216
	200 - BENEFITS	253,892	114,220			114,220
	300 - PURCHASED SERVICES	903,161	146,856		23,626	123,230
	500 - MATERIALS AND SUPPLIES	784,580	398,369	2,831		401,199
	600 - CAPITAL OUTLAY	34,376	127,587			127,587
	700 - OTHER EXPENSES	-	-			-
6100	STUDENT SUPPORT SERVICES					
	100 - SALARIES	119,007	94,981			94,981
	200 - BENEFITS	23,938	19,260			19,260
	300 - PURCHASED SERVICES	-	10,000			10,000
6200	INSTRUCTIONAL MEDIA SERVICES					
	100 - SALARIES	36,682	36,682			36,682
	200 - BENEFITS	7,427	7,427			7,427
6300	INSTRUCTION & CURRICULUM DEVELOPMENT SERVICES					
	100 - SALARIES	40,000	-			-
	200 - BENEFITS	7,940	-			-
	300 - PURCHASED SERVICES	580,000	580,000			580,000
6400	INSTRUCTIONAL STAFF TRAINING					
	300 - PURCHASED SERVICES	39,000	-			-
	600 - CAPITAL OUTLAY	36	-			-
	700 - OTHER EXPENSES	100,000	-			-
6500	INSTRUCTIONAL TECHNOLOGY					
	100 - SALARIES	-	43,227			43,227
	200 - BENEFITS	-	18,063			18,063
7200	GENERAL ADMINISTRATION					
	700 - OTHER EXPENSES	313,137	236,256			236,256
7300	SCHOOL ADMINISTRATION					
	100 - SALARIES	37,637	52,044			52,044
	200 - BENEFITS	7,475	20,330		9,558	10,772
	700 - OTHER EXPENSES	-	108,000		108,000	-
7700	CENTRAL SERVICES					
	100 - SALARIES	-	-			-
	200 - BENEFITS	-	-	9,558		9,558
	700 - OTHER EXPENSES	-	-	108,000		108,000
7800	STUDENT TRANSPORTATION					
	100 - SALARIES	114,650	39,650			39,650
	200 - BENEFITS	22,038	7,150			7,150
	300 - PURCHASED SERVICES	112,776	112,776			112,776
	400 - ENERGY SERVICES	100,000	-			-
	600 - CAPITAL OUTLAY	12,874	12,874			12,874
7900	OPERATION SERVICES					
	100 - SALARIES	240,020	240,020			240,020
	200 - BENEFITS	30,491	30,491			30,491
	500 - SUPPLIES	66,183	66,183			66,183
	600 - CAPITAL OUTLAY	146,385	146,385			146,385
8100	MAINTENANCE OF PLANT					
	300 - PURCHASED SERVICES	655,027	655,027			655,027
	500 - MATERIALS AND SUPPLIES	1,899,337	1,899,337			1,899,337
	600 - CAPITAL OUTLAY	1,128,455	1,128,455			1,128,455

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER II(CARES Grant)
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

	Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
8200 ADMINISTRATIVE TECHNOLOGY					
100 - SALARIES	-	-			-
200 - BENEFITS	-	-			-
300 - PURCHASED SERVICES	60,000	60,000	612		60,612
500 - MATERIALS AND SUPPLIES	-	-	2,660		2,660
600 - CAPITAL OUTLAY	-	-	17,523		17,523
TOTAL EXPENDITURES	9,157,732	6,990,867	141,184	141,184	6,990,867
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	**9,157,732**	**6,990,867**	**141,184**	**141,184**	**6,990,867**
NET INCREASE (DECREASE) IN APPROPRIATIONS			**-**		

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER II (CARES Grant)
Budget Amendment #2 - Fund 4430
Summary by Project
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Federal through State Sources:						
ESSER II - (CARES Grant) Advanced Lump Sum	988xx	2,022,247	2,022,247			2,022,247
ESSER II - (CARES Grant) Academic Acceleration	990xx	1,786,729	-			-
ESSER II - (CARES Grant) Non Enrollment Assistance`	995xx	768,332	-			-
ESSER II - (CARES Grant) Technology Assistance	996xx	164,630	164,630			164,630
ESSER II - (CARES Grant) Lump Sum	997xx	3,946,790	3,946,790			3,946,790
ESSER II - (CARES Grant) Formula Grants to LEA's	998xx	-	304,270			304,270
ESSER II - (CARES Grant) Civic Literacy Excellence Init	9990x	-	83,926			83,926
ESSER II - (CARES Grant) Lump Sum	9991x	469,004	469,004			469,004
TOTAL GRANTS		**9,157,732**	**6,990,867**	**-**	**-**	**6,990,867**

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Special Revenue Funds - ESSER III - Budget Amendment #2
Executive Summary

Special Revenue Funds - ESSER III Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds	$ 1,415,817	
Miscellaneous Federal Through State		
Net Change in Estimated Revenue	**$ 1,415,817**	**$ -**
Appropriations Changes (by Function):		
5000 Instruction	$ 1,333,595	
6100 Student Support Services		
6200 Instructional Media Services		
6300 Instruction & Curriculum Development Services	$ 52,740	
6400 Instructional Staff Training		
6500 Instructional Technology		
7100 Board of Education		
7200 General Administration		
7300 School Administration		
7400 Facilities, Acquisitions & Construction		
7500 Fiscal Services		
7600 Food Service		
7700 Central Services		
7800 Student Transportation	$ 29,483	
7900 Operation Services		
8100 Maintenance of Plant		
8200 Administrative Technology		
Net Change in Appropriations	**$ 1,415,817**	

The School Board of Hernando County, Florida
Special Revenue Funds - ESSER III(CARES Grant)
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE						
FEDERAL THROUGH STATE SOURCES:						
3271	Education Stabilzation Funds - K12	43,014,576	43,014,576	1,415,817		44,430,393
3299	MISCELLANEOUS FEDERAL THROUGH STATE	-	-	-	-	-
TOTAL FEDERAL THROUGH STATE SOURCES		43,014,576	43,014,576	1,415,817	-	44,430,393
BEGINNING FUND BALANCE		-	-	-	-	-
TOTAL ESTIMATED REVENUE		**43,014,576**	**43,014,576**	**1,415,817**	**-**	**44,430,393**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE				**1,415,817**		
APPROPRIATIONS						
EXPENDITURES:						
5000	INSTRUCTION					
	100 - SALARIES	3,819,575	3,933,600	706,270		4,639,870
	200 - BENEFITS	527,829	604,710	157,678		762,388
	300 - PURCHASED SERVICES	2,073,125	2,384,355	223,955		2,608,310
	500 - MATERIALS AND SUPPLIES	3,421,595	3,421,595	15,000		3,436,595
	600 - CAPITAL OUTLAY	11,986,255	10,967,224	87,292		11,054,516
	700 - OTHER EXPENSES	-	6,600	143,400		150,000
6100	STUDENT SUPPORT SERVICES					
	100 - SALARIES	497,640	774,050			774,050
	200 - BENEFITS	178,315	272,336			272,336
	300 - PURCHASED SERVICES	-	2,000			2,000
6300	INSTRUCTION & CURRICULUM DEVELOPMENT SERVICES					
	100 - SALARIES	2,826,812	2,826,812	43,000		2,869,812
	200 - BENEFITS	962,650	962,650	9,740		972,390
	300 - PURCHASED SERVICES	2,000	27,000			27,000
6400	INSTRUCTIONAL STAFF TRAINING					
	100 - SALARIES	9,400	9,400			9,400
	200 - BENEFITS	2,129	2,129			2,129
	300 - PURCHASED SERVICES	-	41,000			41,000
	700 - OTHER EXPENSES	-	-			-
7300	SCHOOL ADMINISTRATION					
	300 - PURCHASED SERVICES	305,940	288,000			288,000
7400	FACILITIES, ACQUISITIONS & CONSTRUCTION					
	300 - PURCHASED SERVICES	-	89,803			89,803
	600 - CAPITAL OUTLAY	14,105,570	14,105,570			14,105,570
7800	STUDENT TRANSPORTATION					
	100 - SALARIES	96,800	96,800	22,000		118,800
	200 - BENEFITS	21,941	21,941	4,983		26,924
	300 - PURCHASED SERVICES	570,410	570,410			570,410
	400 - ENERGY SERVICES	75,000	75,000	2,500		77,500
	600 - CAPITAL OUTLAY	-	-			-
8100	MAINTENANCE OF PLANT					
	600 - CAPITAL OUTLAY	1,531,590	1,531,590			1,531,590
TOTAL EXPENDITURES		43,014,576	43,014,576	1,415,817	-	44,430,393
TOTAL ENDING FUND BALANCE		-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT		**43,014,576**	**43,014,576**	**1,415,817**	**-**	**44,430,393**

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The School Board of Hernando County, Florida
Special Revenue Funds - ESSER III (CARES Grant)
Budget Amendment #2 - Fund 4450
Summary by Project
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Federal through State Sources:						
ESSER III - (CARES Grant) Lump Sum	9992x	8,746,275	8,746,275	28,996		8,775,271
ESSER III - (CARES Grant) Lump Sum	9993x	34,268,301	34,268,301		22,014	34,246,287
ESSER III - (CARES Grant) Lump Sum	9995x	-	-	1,408,835		1,408,835
TOTAL GRANTS		**43,014,576**	**43,014,576**	**1,437,831**	**22,014**	**44,430,393**

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Special Revenue Funds - American Rescue Plan Homeless Children & Youth
Budget Amendment #2
Executive Summary

Special Revenue Funds - American Rescue Plan Homeless Children & Youth Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Education Stabilization Funds	$ 801,852	
Federal Through State Sources:		
Miscellaneous Federal through State		$ 335,762
Drop Out Prevention	498,552	
Net Change in Estimated Revenue	**$ 964,642**	
Appropriations Changes (by Function):		
5000 Instruction	$ 851,642	$ -
6100 Student Support Services		-
6400 Instructional Staff Training	$ 113,000	
7200 General Administration		-
Net Change in Appropriations	**$ 964,642**	**$ -**

The School Board of Hernando County, Florida
Special Revenue Funds - American Rescue Plan Homeless Children & Youth
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

	Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3271 Education Stabilzation Funds - K12	-	-	801,852		801,852
3299 MISCELLANEOUS FEDERAL THROUGH STATE	335,762	335,762	-	335,762	-
TOTAL FEDERAL THROUGH STATE SOURCES	335,762	335,762	801,852	335,762	801,852
STATE SOURCES:					
3373 DROP-OUT PREVENTION	-	-	498,552		498,552
TOTAL STATE SOURCES	-	-	498,552	-	498,552
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	**335,762**	**335,762**	**1,300,404**	**335,762**	**1,300,404**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			**964,642**		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
100 - SALARIES	45,353	45,353			45,353
200 - BENEFITS	9,005	9,005			9,005
300 - PURCHASED SERVICES	-	-	264,710		264,710
500 - MATERIALS AND SUPPLIES	-	-	586,932		586,932
700 - OTHER EXPENSES	230,365	230,365			230,365
6100 STUDENT SUPPORT SERVICES					
100 - SALARIES	30,000	30,000			30,000
200 - BENEFITS	5,958	5,958			5,958
300 - PURCHASED SERVICES	1,749	1,749			1,749
6400 INSTRUCTIONAL STAFF TRAINING					
300 - PURCHASED SERVICES	-	-	113,000		113,000
7200 GENERAL ADMINISTRATION					
700 - OTHER EXPENSES	13,331	13,331			13,331
TOTAL EXPENDITURES	335,762	335,762	964,642	-	1,300,404
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	**335,762**	**335,762**	**964,642**	**-**	**1,300,404**
NET INCREASE (DECREASE) IN APPROPRIATIONS			**964,642**		

The School Board of Hernando County, Florida
Special Revenue Funds - American Rescue Plan Homeless Children & Youth
Budget Amendment #2 - Fund 4460
Summary by Project
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Federal through State Sources:						
American Rescue Plan - Homeless Children & Youth	9994x	335,762	335,762			335,762
ESSER ARP Instructional Materials	9997x	-	-	466,090		466,090
Total Federal through State Sources		335,762	-	466,090	-	**801,852**
State Sources:						
High Impact Reading Intervention & Supplies	9996x	-	-	498,552		498,552
Total State Sources:		-	-	498,552	-	498,552
TOTAL GRANTS		**335,762**	**-**	**964,642**	**-**	**1,300,404**
				964,642		

The School Board of Hernando County, Florida
Finance Department
Resolution to Amend District School Budget
Fiscal Year 2022-2023

Special Revenue Funds - CRRSA GEER II - Budget Amendment #2
Executive Summary

Special Revenue Funds - CRRSA GEER II Budget Amendment #2 is for the fiscal period ending **December 31, 2022**. Below is a summary of the adjustments to estimated revenues and appropriations. The attached sheets provide additional detail by function and object (page 2) and by project (page 3).

	Increase	Decrease
Estimated Revenue Changes:		
Federal Through State Sources:		
Education Stabilization Funds		$ -
Miscellaneous Federal Through State	$ 1,173,900	
Net Change in Estimated Revenue	**$ 1,173,900**	**$ -**
Appropriations Changes (by Function):		
5000 Instruction	$ 1,118,000	
7200 General Administration	$ 55,900	$ -
Net Change in Appropriations	**$ 1,173,900**	**$ -**

The School Board of Hernando County, Florida
Special Revenue Funds - CRRSA GEER II (CARES Grant)
Budget Amendment #2
Summary by Function and Object
Fiscal Year 2022-2023

	Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
ESTIMATED REVENUE					
FEDERAL THROUGH STATE SOURCES:					
3272 EDUCATIONAL STABILIZATION FUNDS K-12	-	-	1,173,900		1,173,900
TOTAL FEDERAL THROUGH STATE SOURCES	-	-	1,173,900	-	1,173,900
BEGINNING FUND BALANCE	-	-	-	-	-
TOTAL ESTIMATED REVENUE	**-**	**-**	**1,173,900**	**-**	**1,173,900**
NET INCREASE (DECREASE) IN ESTIMATED REVENUE			**1,173,900**		
APPROPRIATIONS					
EXPENDITURES:					
5000 INSTRUCTION					
300 - PURCHASED SERVICES	-	-	1,020,000		1,020,000
500 - MATERIALS AND SUPPLIES	-	-	98,000		98,000
700 - OTHER EXPENSES	-	-			-
7200 GENERAL ADMINISTRATION					
700 - OTHER EXPENSES	-	-	55,900		55,900
TOTAL EXPENDITURES	-	-	1,173,900	-	1,173,900
TOTAL ENDING FUND BALANCE	-	-	-	-	-
TOTAL APPROPRIATIONS BY FUNCTION AND OBJECT	**-**	**-**	**1,173,900**	**-**	**1,173,900**
NET INCREASE (DECREASE) IN APPROPRIATIONS			**1,173,900**		

The School Board of Hernando County, Florida
Special Revenue Funds - CRRSA GEER II Workforce
Budget Amendment #2 - Fund 4440
Summary by Project
Fiscal Year 2022-2023

		Original Budget 2022-2023	Current Budget 2022-2023	Increase	Decrease	Amended Budget 2022-2023
Federal through State Sources:						
CRRSA GEER II Workforce	592XX	-	-	1,173,900		1,173,900
Total Federal through State Sources		-	-	1,173,900	-	1,173,900
TOTAL GRANTS		**-**	**-**	**1,173,900**	**-**	**1,173,900**
				1,173,900		

Agenda Item # 17. 23-1274 2/28/2023

Title and Board Action Requested

Approve out of state travel for Mike Lastra, Principal of Eastside Elementary to Eastern Michigan University to attend a Career Fair on March 13, 2023 to March 15, 2023.

Executive Summary

Matthew Goldrick, Supervisor of Professional Standards, on behalf of the Superintendent of Schools, hereby requests the Board approve the out of state travel.

My Contact

Matthew Goldrick
Supervisor of Professional Standards
(352) 797-7070 ext 451
goldrick_m@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 2: People

Financial Impact

The cost for this agenda item is $1800.00, see attached budget sheet. The cost for the previous fiscal year was $ 0. No out of state trips were planned 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.

Contact

Mary Jane Fallot
Senior Corporate Relations Manager
mfallot@emich.edu (mailto:mfallot@emich.edu)

Career Fair Description

The **EMU Teacher Job Fair** will be held on **Tuesday, March 14, 2023 from 2 pm - 6 pm** in the EMU Student Center Ballroom. The fair is specifically for hiring those who have completed their student teaching, or who have previous teaching / educational experience.
The fair is **open to the public**, so other university students will be able to participate as well.

Registration will be from Jan. 24, 2023 - March 10, 2023.

Employer cost is $300 / table (or 8 x 10 space). Sponsorships are available.

When completing the registration form, please be specific about the positions for which you are hiring, and select the Academic Majors appropriate for those positions, along with the school years you will accept for the positions (i.e. Senior, alumni, Masters, etc.) Please visit our College of Education website at: http://www.emich.edu/coe/programs/index.php (http://www.emich.edu/coe/programs/index.php) (scroll down to view our programs) to identify the programs we offer. This includes pre-school, elementary, secondary, and special education candidates. We also have academic programs in speech pathology, social work, and nursing, though they may not be attending this job fair.

Each table space is **limited to THREE (3) representatives** from that employer.

Space may be limited, so only those registration forms that are **fully completed** will be approved. PAYMENT IS DUE UPON REGISTRATION APPROVAL.

Parking will be in the Student Center Guest lot off Oakwood Blvd. (between Washtenaw Ave. & Huron River Dr.) **One parking voucher** will be distributed to each employer toward the end of the fair.

Employer table set-up will be from 12:30 pm - 2 pm. Beverages and snacks will be available during this time.

A mid-afternoon meal will be provided for employers. (Limit - 3 representatives per table registration.)

All employer tables must remain set up until the close of the fair at 6:00 pm.

Tear down will be from 6 pm - 7 pm.

Specific instructions regarding parking, logistics, etc. will be provided the week prior to the fair.

← (https://app.joinhandshake.com/emp/career_fairs/39193/registrations/new)

2023 Teacher Job Fair registration

Overview (/emp/registrations/1313662) | Edit (/emp/registrations/1313662/edit)

Registration was successfully created.

EMPLOYER
Hernando County School Board (/emp/employers/92004)

BILLING ADDRESS
919 North Broad Street, Brooksville, FL 34601

REGISTRANT
Matthew Goldrick (/emp/contacts/1436710)

TOTAL REPRESENTATIVES COUNT
1

REPRESENTATIVES

REGISTERED AT
February 09, 2023 at 02:10 PM

STATUS
pending

Payments

Payment Status

unpaid

This registration is currently pending. Once an invoice has been generated you may pay by credit card here.

Label

No labels have been added.

Contact Information

WEBSITE
https://emich.edu/uacdc (https://emich.edu/uacdc)

PHONE
734.487.0400

EMAIL
career_services@emich.edu

LOCATION
Ypsilanti, MI, USA

Looking for

JOBS
None

JOB TITLES
All Teaching Positions

JOB TYPES
Job

EMPLOYMENT TYPES
Full-Time

WORK AUTHORIZATIONS
US work authorization is required, but the employer is accepting OPT/CPT candidates

MAJORS
None

MAJOR GROUPS
Biology, Mathematics, Athletic Training, Speech Pathology, Foreign Languages & Literature, History, English, Liberal Arts, Human & Child Development, Social Work/Human Services, Psychology, Geography, Family & Consumer Science, Sociology, Cognition & Neuroscience/Biopsychology, Counseling, Anthropology, Secondary Education, Early Childhood Education, Health & Physical Education, Education Administration, Language Arts Education, Special Education, Elementary Education, Higher Education, Agriculture Education, Mathematics Education

SCHOOL YEARS
Sophomore Senior Masters Doctorate Alumni

No Extra Questions

Registration Packages

Teaching - Tuesday, Mar 14, 2:00 pm - 6:00 pm

Item	Cost
Standard Booth Package	$300.00
	$300.00

General Items

Item	Cost
	$0.00

Total: $300.00

Booth Assignments

Teaching - Tuesday, Mar 14, 2:00 pm - 6:00 pm EDT

No booth has been assigned yet

Current Invoice

There are no invoices recorded yet. When invoices are made, they will be listed here.

Payment History

There are no credit card charges yet. When charges are made, they will be listed here.

Cancelling a Registration

If you need to cancel your registration you should reach out to the career fair organizer. You can find contact details on the career fair overview (/emp/career_fairs/39193).

Public Activity and Comments

Use this to communicate with the other party regarding the registration as well as view a timeline of activity.

Add a Comment...

Add Comment

EMPLOYER REGISTERED You registered for 2023 Teacher Job Fair on behalf of Hernando County School Board

Matthew Goldrick (/users/3106838) · Thursday, February 9th 2023 2:10 pm

HERNANDO COUNTY SCHOOL DISTRICT

Leave of Absence Form

Each Leave of Absence request must be approved by Site Administrator/Supervisor and submitted with the regular payroll.

LAST NAME (Print or Type)	FIRST	INITIAL	EMPLOYEE I.D. NUMBER
LASTRA	MIKE		4190
POSITION			SCHOOL/COST CENTER
PRINCIPAL			EES

Except in the case of an emergency, all leave, other than sick leave, must be approved in advance. If the request for sick leave is pre-planned (i.e. doctor's appointment), it must be pre-approved. For sick leave absences that are not pre-planned, this form must be completed upon return within five (5) working days.

TO BE COMPLETED BY APPLICANT:

I hereby apply for:

This leave is requested: ☑ With Pay ☐ Without Pay ☐ Substitute Needed

- ☐ Sick Leave
- ☐ Personal Leave (charged to Sick Lv.)
- ☐ Personal Leave (Without Pay)
- ☐ Professional Leave
- ☐ Other_____
- ☐ Worker's Comp
- ☐ Military Leave
- ☐ Vacation Leave
- ☑ Temporary Duty (Attach documentation)
- ☐ Compensatory Time (non-exempt employees only)

*Note: This leave does not constitute any salary in addition to that which the individual would normally receive for the dates indicated herein.

- ☐ Per Diem
- ☐ Registration
- ☐ Mileage
- ☐ Hotel Expense (Single Room Rate)
- ☐ Meals

Number of Hours Requested 16.0

Purpose/Benefit (DO NOT use acronyms) Michigan - Recruitment Event

Destination Eastern Michigan University, Ypsilanti MI

BEGINNING	ENDING
Time 6 AM _____ PM	Time _____ AM 5 PM
Day of Week MONDAY Date 3-13-23	Day of Week WEDNESDAY Date 3-15-23

SOURCE OF FUNDS

SUBSTITUTE CHARGED TO:					TRAVEL EXPENSE CHARGED TO:				
FUND	FUNCTION	OBJECT	CENTER	PROJECT	FUND	FUNCTION	OBJECT	CENTER	PROJECT

✗ Signature of Applicant _____ Date 2.14.23

FOR OFFICE USE ONLY: ☑ APPROVED ☐ NOT APPROVED

Site Administrator/Supervisor _____ Date 2/14/23

Project Director (if applicable) _____ Date _____

TO BE COMPLETED BY PRINCIPAL OR SUPERVISOR AND SUBMITTED WITH THE REGULAR PAYROLL.

This leave constitutes _____ hour(s) for the regular employee listed above.

Name of substitute(s) (if any): Amount of Time substituting:

_____ _____ hours: _____ days.

_____ _____ hours: _____ days.

SO-Per-025
November 2020
Reorder from Printing

DISTRIBUTION:
White : Payroll
Yellow : Applicant (Attach to Travel Reimbursement form)
Pink : Applicant
Gold : Site Administrator

Agenda Item to Approve Out of State Travel to Eastern Michigan University

Trip Breakdown:

$ 300.00	Job Fair Registration
$ 900.00	Roundtrip Flight
$ 300.00	Hotel 1 – 2 nights
$ 200.00	Car Rental 1 -2 days
$ 100.00	Food Stipend
$1800.00	Total

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 Funds - Recruitment

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	E 7730	3900	9020	49900	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 20,000.00	$	$	$ 20,000.00	$ 1,800.00	$ 18,200.00

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
Prior Year Actual Spent: $0

**** 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 # 18. 23-1226 2/28/2023

Title and Board Action Requested
Approval of the job the description for PT Teacher - Wilton Simpson Technical College

Executive Summary
The Director of Adult and Technical Education, on behalf of the Superintendent of Schools, hereby requests the Board approval of the job description for PT Teacher - Wilton Simpson Technical College.

My Contact
Sophia Watson, Director of Adult and Technical Education 352-797-7018

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 County School Board
Florida

FLSA: Non - Exempt, Non-Union

PT TEACHER – ~~ADULT GENERAL EDUCATION~~ WILTON SIMPSON TECHNICAL COLLEGE

Required Qualifications:

- ~~Bachelor's Degree~~
- Current Florida certification in any academic area or,
- Current District issued certification for technical program area

Performance Responsibilities:

- Instruct students in one of the Adult Education programs, which includes Adult Basic Education, General Education Diploma, ~~or~~ English for Speakers of Other Languages, Adult High School or Technical programs
- Identify long-range goals and specific objectives and plan a program for individualized and group instruction
- Prepare, administer and correct student assessments and record results
- Evaluate student achievement and develop individualized learning prescriptions, as needed
- Plan lessons so that students become involved in learning and decision-making related to curriculum choices
- Maintain a classroom that recognizes respect for both teacher and student
- Motivate students in an atmosphere of respect and freedom
- Hold conferences with students regarding their academic needs and progress
- Maintain student registration, attendance, assessment records and report all student performance data as required by School Board Policy and Florida Department of Education requirements
- Apply knowledge of cultural diversity to classroom interactions
- Attend classes, seminars, etc., to provide for professional growth and keep abreast of the latest instructional methods and techniques
- Perform other duties as assigned by the ~~Supervisor~~ Director of Adult-and Technical Education 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 ~~Supervisor~~ Director of Adult-and Technical Education and/or designee

Evaluation:

Annual evaluation done by the ~~Supervisor~~ Director of Adult-and Technical Education and/or designee

Terms of Employment:

Part-time as needed, ~~per semester~~ not to exceed 30 hours per week

Salary:

Salary based upon approved salary schedule – Additional Duty/Adult Education

Job Code:

54001

Board Approved: 01/20/09
Revised: 03/03/09, 05/18/10, 05/17/11, 11/18/22

Hernando County School Board
Florida

FLSA: Non - Exempt, Non-Union

PT TEACHER – WILTON SIMPSON TECHNICAL COLLEGE

Required Qualifications:

- Current Florida certification in any academic area or,
- Current District issued certification for technical program area

Performance Responsibilities:

- Instruct students in one of the Adult Education programs, which includes Adult Basic Education, General Education Diploma, English for Speakers of Other Languages, Adult High School or Technical programs
- Identify long-range goals and specific objectives and plan a program for individualized and group instruction
- Prepare, administer and correct student assessments and record results
- Evaluate student achievement and develop individualized learning prescriptions, as needed
- Plan lessons so that students become involved in learning and decision-making related to curriculum choices
- Maintain a classroom that recognizes respect for both teacher and student
- Motivate students in an atmosphere of respect and freedom
- Hold conferences with students regarding their academic needs and progress
- Maintain student registration, attendance, assessment records and report all student performance data as required by School Board Policy and Florida Department of Education requirements
- Apply knowledge of cultural diversity to classroom interactions
- Attend classes, seminars, etc., to provide for professional growth and keep abreast of the latest instructional methods and techniques
- Perform other duties as assigned by the Director of Adult-and Technical Education 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 Adult-and Technical Education and/or designee

Evaluation:

Annual evaluation done by the Director of Adult-and Technical Education and/or designee

Terms of Employment:

Part-time as needed, not to exceed 30 hours per week

Salary:

Salary based upon approved salary schedule – Additional Duty/Adult Education

Job Code:

54001

Board Approved: 01/20/09
Revised: 03/03/09, 05/18/10, 05/17/11, 11/18/22

4) Additional duties and coaching supplements will earn Florida Retirement System (FRS) benefits as allowable by FRS regulations. Bonuses and the in-service pay are not counted towards one's FRS benefits unless specifically approved for earning in FRS regulations.

5) **Supplemented Pay for Additional Duty** - for duty beyond the seven and three- quarter (7-3/4) hour day such as but not limited to in-service trainers, curriculum writers, etc., bargaining unit members shall be paid the following:

Bachelors = $22.92 per hour
Masters = $24.56 per hour
Specialist = $25.21 per hour
Doctorate = $25.87 per hour

unless specified by special funding sources such as but not limited to grants, school advisory funds, etc.

6) **Adult Education Pay** – Bargaining Unit members who teach Adult Education will be paid at the following hourly rate: BA $20.00, MA $21.00, SPEC $22.00, and DOC $23.00.

7) **Breakfast Duty** - Bargaining unit members will be paid for breakfast duty only if it exceeds the 7-3/4 hour workday or impacts a bargaining unit member's planning period.

8) **County History Fair Coordinator** – 2 allocation for supplement pay at Elementary $1,000 and Secondary $1,298.

9) **County Science Fair Coordinator** - 2 allocations Elementary $1,000 and Secondary $1,298.

10) **Lunch Duty** - Bargaining unit members shall receive a flat payment of $1,000.00 to compensate for the loss of duty free lunch. This will be based on 180 days and will not exceed 30 minutes per day. Lunch duty assignments of less than 30 minutes will be paid proportionately.

11) **Teacher Support Plan** – The mentor will provide meaningful support, analyses and oversee the professional maturation of the beginning teacher's teaching and classroom management strategies in accordance with Appendix F. A mentor will be paid $175 per mentee for each semester that they provide this service. A lead mentor will receive $200 per semester.

12) **Department Chairperson** - $668.00 differentiated pay rate for departments with up to and including 5 teachers; $1389.00 for departments with 6 to 9 teachers; $2,086.00 for departments with 10 or more teachers. Total allocation for differentiated pay not to exceed those specified above. No department chairperson is to receive more than$2,086.00. No department head may also be a team leader. Speech/Language Department Head in charge of 14 or more people $2,086.00

13) **Elementary Team Leaders** - The maximum allocation for team leaders at each elementary school is developed by the following formula: $160.00 multiplied by the number of instructional positions at each school. The funding allocation shall equate to a minimum of one Elementary Team Leader per grade level, plus one Special Services Team Leader and one ESE Team Leader.

14) **Middle School Instructional/Grade Level Team Leaders** - $1,288.00

a) The funding formula for each Middle K-8 school shall be allocated one Team Leader for every 50 middle school students enrolled or greater portion thereof according to initial school year district count, up to a maximum of 18.

b) Instructional Teams are defined as teams of bargaining unit members assigned to the same or similar instructional areas (for example, but not limited to, math, science, language arts, reading, social studies,

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 # 19. 23-1278 2/28/2023

Title and Board Action Requested
Approve the Job Description Updates for Students and Families in Transition Staff

Executive Summary
The Director of Federal Programs, on behalf of the Superintendent of Schools, hereby requests the Board approve the updated job descriptions for the Coordinator of Students and Families in Transition, Students and Families in Transition Specialist, and the Students and Families in Transition Unaccompanied Youth Specialist. The positions of Coordinator and Specialist reflect updates to the requirements and the job duties; the position of Students and Families in Transition Specialist is a change from Students and Families in Transition Case Worker, and is the only position that has a financial impact. This is a move from a non-classroom instructional position to a non-instructional, confidential position. The position, previously approved as a case worker through the Title I, Part A and Title IX-McKinney Vento programs, is pending approval from the Title IX-McKinney Vento program office at the Florida Department of Education. This position is better aligned to the changing needs of the population served by the Students and Families in Transition staff.

My Contact
Angela Kennedy
Director of Federal Programs
Kennedy_a@hcsb.k12.fl.us
352-797-7070 extension 410

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $ 25,099.94, see attached budget sheet. The cost for the previous fiscal year was $ 33,750.

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

COORDINATOR OF STUDENTS AND FAMILIES IN TRANSITION

Required Qualifications:

- ~~Master's Degree~~Bachelor's Degree from an accredited institution
- Minimum of ~~three (3)~~two (2) years of experience in a school setting and/or Social Service related field
- ~~Knowledge and e~~Experience with Grant Writing and Management
- ~~Knowledge~~ Experience with~~of~~ the McKinney-Vento Homeless Education Act
- Experience with federal programs, policies and laws
- Experience in program administration and staff supervision

Desired Qualifications:

- Master's Degree from an accredited institution
- Two (2) years of supervisory experience
- Ability to assume flexible work hours, including some evenings and weekends
- Considerable knowledge of word processing, spreadsheet, and database programs
- Ability and desire to work with students, families and school personnel
- Bilingual

Performance Responsibilities:

- Interpret laws relating to homeless/transitional students and ensures the delivery of mandated services
- Assess students identified as homeless/transitional to determine eligibility and needs.
- Serve as liaison between schools and such agencies/facilities as shelters, social services and other organizations to coordinate assistance for homeless/transitional students
- Provide families with information related to students' educational rights and services and resources related to the needs of the student
- Provide consultation and assistance regarding specific matters related to homeless education
- Act as a resource and/or technical assistance to school-based administrators, guidance counselors, registrars, teachers and other personnel regarding homeless/transitional students, interpretation of homeless/transitional student attendance policies and laws and other requirements
- Mediate dispute resolutions regarding eligibility, school placement and school transportation services.
- Plan, develop and conduct in-service training and workshops for staff and community agencies/organizations on school laws as they relate to the homeless/transitional student population
- Maintains necessary records and program database ensuring confidentiality of students and their families.
- Develop, ~~P~~prepare and manage the project application for the Title IX McKinney-Vento grant, and any other federal funding related to homeless education, and all associated project amendments

- Supervise Students and Families in Transition staff, and conduct mid-year and annual performance evaluations and make appropriate employment action
- Create brochures, catalogs, newsletters, reports, personnel/general bulletins, or specialized publications
- Coordinate activities and programs with outside agencies
- Represent the District at state and regional meetings and conferences
- Collaborate with other Federal Programs
- Coordinate all activities, programs, and project components of Title IX and/or any additional federal funding related to homeless education
- Prepare, manage, and maintain all Title IX McKinney-Vento monitoring and reporting
- Fulfill all liaison duties specified by the McKinney-Vento Homeless Assistance Act

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 Federal Programs and/or designee

Evaluation:

Annual evaluation done by the Director of Federal Programs and/or designee

Terms of Employment:

12-month employment
Grant funded

Salary:

Salary based upon approved salary schedule (Professional/Technical/Supervisory Category F)

Job Code:

63073

Board Approved: 08/13/19

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

COORDINATOR OF STUDENTS AND FAMILIES IN TRANSITION

Required Qualifications:

- Bachelor's Degree from an accredited institution
- Minimum of two (2) years of experience in a school setting and/or Social Service related field
- Experience with Grant Writing and Management
- Experience with the McKinney-Vento Homeless Education Act
- Experience with federal programs, policies and laws
- Experience in program administration and staff supervision

Desired Qualifications:

- Master's Degree from an accredited institution
- Two (2) years of supervisory experience
- Ability to assume flexible work hours, including some evenings and weekends
- Considerable knowledge of word processing, spreadsheet, and database programs
- Ability and desire to work with students, families and school personnel
- Bilingual

Performance Responsibilities:

- Interpret laws relating to homeless/transitional students and ensures the delivery of mandated services
- Assess students identified as homeless/transitional to determine eligibility and needs.
- Serve as liaison between schools and such agencies/facilities as shelters, social services and other organizations to coordinate assistance for homeless/transitional students
- Provide families with information related to students' educational rights and services and resources related to the needs of the student
- Provide consultation and assistance regarding specific matters related to homeless education
- Act as a resource and/or technical assistance to school-based administrators, guidance counselors, registrars, teachers and other personnel regarding homeless/transitional students, interpretation of homeless/transitional student attendance policies and laws and other requirements
- Mediate dispute resolutions regarding eligibility, school placement and school transportation services.
- Plan, develop and conduct in-service training and workshops for staff and community agencies/organizations on school laws as they relate to the homeless/transitional student population
- Maintains necessary records and program database ensuring confidentiality of students and their families.
- Develop, prepare and manage the project application for the Title IX McKinney-Vento grant, and any other federal funding related to homeless education, and all associated

- Supervise Students and Families in Transition staff, and conduct mid-year and annual performance evaluations and make appropriate employment action
- Create brochures, catalogs, newsletters, reports, personnel/general bulletins, or specialized publications
- Coordinate activities and programs with outside agencies
- Represent the District at state and regional meetings and conferences
- Collaborate with other Federal Programs
- Coordinate all activities, programs, and project components of Title IX and/or any additional federal funding related to homeless education
- Prepare, manage, and maintain all Title IX McKinney-Vento monitoring and reporting
- Fulfill all liaison duties specified by the McKinney-Vento Homeless Assistance Act

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 Federal Programs and/or designee

Evaluation:

Annual evaluation done by the Director of Federal Programs and/or designee

Terms of Employment:

12-month employment
Grant funded

Salary:

Salary based upon approved salary schedule (Professional/Technical/Supervisory Category F)

Job Code:

63073

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

STUDENTS AND FAMILIES IN TRANSITION SPECIALIST

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- ~~Possess knowledge of~~Experience with computers, office equipment and software
- ~~Considerable knowledge of~~Experience with mainframe software, word processing, spreadsheet and database programs (Microsoft Office)

Desired Qualifications:

- Sixty (60) college credit hours form an accredited institution in education, social work, or a related field
- Ability to maintain records and prepare reports
- Ability to communicate effectively with administrators, personnel and public
- Ability and desire to work with students and families
- Familiarity with McKinney-Vento Act and experience with students who qualify for services
- Experience working in a school setting
- Ability to work flexible hours, including some evenings and weekends
- Bilingual

Performance Responsibilities:

- Assess students identified as homeless/transitional to determine their eligibility and needs
- Serve as liaison between students, schools and agencies/facilities, such as shelters, social services and other organizations
- Provide students/families with information related to their educational rights, services and available resources
- Assist with mediation of dispute resolutions regarding eligibility, school placement and school transportation services
- Act as a resource and/or provide technical assistance to school-based administrators, certified school counselors, registrars, teachers and other personnel regarding homeless/transitional students
- Conduct training for school staff and community agencies/organizations regarding school laws as they relate to the homeless/transitional students
- Act as resource and/or provide technical assistance to school social workers, attendance secretaries, attendance officers and other personnel regarding homeless student attendance concerns

- Gather needed provisions/supplies and distribute to appropriate school sites to assist with the removal of barriers related to immediate enrollment and attendance
- Assist with the coordination of activities and programs with outside agencies
- Assist with community partner collaborations on special projects through referral process and database maintenance
- Maintain necessary records and program database ensuring confidentiality of students and their families
- Maintain file of community resources and eligibility requirements
- Provide assistance to identified students/families with the prevention and remediation of attendance, behavior, and/or adjustment difficulties
- Work closely with guardians/caregivers and/or parents of identified students to assist with resolving issues hindering the students' ability to function and excel in an educational setting
- Collaborate with teachers and other personnel to meet the needs of identified students
- Maintain responsibility for the provision of direct services and the maintenance of the direct services databases
- Assist with the verification of survey data for Title IX
- ~~Assist District Title I and Title IX personnel in program documentation, reporting and records maintenance, and state monitoring preparation~~
- ~~Maintain records for employee time and effort logs~~
- Perform other duties as assigned by the Coordinator of ~~Homeless Education~~Students and Family in Transition and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or to 10 pounds of force regularly or as needed to move objects.

Reports to:

Reports directly to the Coordinator of Students and Families in Transition and/or designee

Evaluations:

Annual evaluation done by the Coordinator of Students and Families in Transition and/or designee

Terms of Employment:

- 10-month employment
- ~~Title I and Title IX grant funded~~Grant funded

Salary:

Salary based upon approved salary schedule – Confidential Level J

Job Code:

73096

Board Approved: 07/28/2015
Revised: 12/10/2018, 08/13/19

Hernando County School Board
Florida

FLSA: Non-Exempt, Non-Union

STUDENTS AND FAMILIES IN TRANSITION SPECIALIST

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Experience with computers, office equipment and software
- Experience with mainframe software, word processing, spreadsheet and database programs (Microsoft Office)

Desired Qualifications:

- Sixty (60) college credit hours form an accredited institution in education, social work, or a related field

- Ability to maintain records and prepare reports
- Ability to communicate effectively with administrators, personnel and public
- Ability and desire to work with students and families
- Familiarity with McKinney-Vento Act and experience with students who qualify for services
- Experience working in a school setting
- Ability to work flexible hours, including some evenings and weekends
- Bilingual

Performance Responsibilities:

- Assess students identified as homeless/transitional to determine their eligibility and needs
- Serve as liaison between students, schools and agencies/facilities, such as shelters, social services and other organizations
- Provide students/families with information related to their educational rights, services and available resources
- Assist with mediation of dispute resolutions regarding eligibility, school placement and school transportation services
- Act as a resource and/or provide technical assistance to school-based administrators, certified school counselors, registrars, teachers and other personnel regarding homeless/transitional students
- Conduct training for school staff and community agencies/organizations regarding school laws as they relate to the homeless/transitional students
- Act as resource and/or provide technical assistance to school social workers, attendance secretaries, attendance officers and other personnel regarding homeless student attendance concerns

- Gather needed provisions/supplies and distribute to appropriate school sites to assist with the removal of barriers related to immediate enrollment and attendance
- Assist with the coordination of activities and programs with outside agencies
- Assist with community partner collaborations on special projects through referral process and database maintenance
- Maintain necessary records and program database ensuring confidentiality of students and their families
- Maintain file of community resources and eligibility requirements
- Provide assistance to identified students/families with the prevention and remediation of attendance, behavior, and/or adjustment difficulties
- Work closely with guardians/caregivers and/or parents of identified students to assist with resolving issues hindering the students' ability to function and excel in an educational setting
- Collaborate with teachers and other personnel to meet the needs of identified students
- Maintain responsibility for the provision of direct services and the maintenance of the direct services databases
- Assist with the verification of survey data for Title IX
-
- Perform other duties as assigned by the Coordinator of Students and Family in Transition and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or to 10 pounds of force regularly or as needed to move objects.

Reports to:

Reports directly to the Coordinator of Students and Families in Transition and/or designee

Evaluations:

Annual evaluation done by the Coordinator of Students and Families in Transition and/or designee

Terms of Employment:

- 10-month employment
- Grant funded

Salary:

Salary based upon approved salary schedule – Confidential Level J

Job Code:

73096

Board Approved: 07/28/2015
Revised: 12/10/2018, 08/13/19

Hernando County School Board
Florida

FLSA: N o n - Exempt, Non-Union

STUDENTS AND FAMILIES IN TRANSITION
UNACCOMPANIED YOUTH ~~CASE WORKER~~SPECIALIST

Required Qualifications:

- ~~Bachelor's Degree in Social Work or other service related field from an accredited institution~~
- ~~Experience in family social work~~
- High School Diploma or GED
- Experience working with children and/or youth
- Experience with computers, office equipment, and software, including word processing, spreadsheets, and database programs (Microsoft Office)

Desired Qualifications:

- Sixty (60) college credit hours from an accredited institution in education, social work, or a related field
- Ability and desire to work with students, families and school personnel
- Ability to work flexible hours, including some evenings and weekends
- Ability to create and maintain records ~~of daily activities and casework~~and prepare reports
- Ability to communicate effectively with administration, school personnel, and community agencies
- Familiarity with McKinney-Vento Act and experience with students who qualify for services
- Experience working in a school setting
- Bilingual

Performance Responsibilities:

- Assess students identified as homeless/transitional to determine their eligibility and needs, specifically focusing on Unaccompanied Homeless/Transitional Youth
- Serve as liaison between students, schools and agencies/facilities, such as shelters, social services and other organizations
- Provide students/families with information related to their educational rights, services and available resources
- Act as a resource and/or provide technical assistance to school-based administrators, certified school counselors, registrars, teachers and other personnel regarding homeless/transitional students
- Conduct training for school staff and community agencies/organizations regarding school laws as they relate to homeless/transitional students
- Maintain necessary records and program database ensuring confidentiality of students and their families
- Provide assistance to identified students/families with the prevention and remediation of attendance, behavior and/or adjustment difficulties
- Work closely with guardians/caregivers and/or parents of identified students to assist with resolving issues hindering the students' ability to function and excel in an educational setting
- Collaborate with teachers and other personnel to meet the needs of identified students

- Provide assistance to identified students/families with the transition to Post-Secondary Education
- Responsible for the provision of direct services and the maintenance of the direct services databases
- Assist with mediation of dispute resolutions regarding eligibility, school placement and school transportation services
- Act as a resource and/or provide technical assistance to school social workers, attendance secretaries, attendance officers, and other personnel regarding homeless student attendance concerns
- Gather needed provisions/supplies and distribute to appropriate school sites to assist with the removal of barriers related to immediate enrollment and attendance
- Assist with the coordination of activities and programs with outside agencies
- Perform other duties as assigned by the Coordinator of Students and Families in Transition 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 Coordinator of Students and Families in Transition and/or designee

Evaluation:

Annual evaluation done by the Coordinator of Students and Families in Transition and/or designee

Terms of Employment:

10-month employment
Grant funded

Salary:

Salary based upon approved salary schedule ~~-~~ ~~Instructional~~Confidential Level J

Job Code:

~~61236~~73096

Board Approved: 7/28/2015
Revised: 12/10/18, 08/13/19

~~Worker~~Specialist

Hernando County School Board
Florida

FLSA: N o n - Exempt, Non-Union

STUDENTS AND FAMILIES IN TRANSITION
UNACCOMPANIED YOUTH SPECIALIST

Required Qualifications:

- High School Diploma or GED
- Experience working with children and/or youth
- Experience with computers, office equipment, and software, including word processing, spreadsheets, and database programs (Microsoft Office)

Desired Qualifications:

- Sixty (60) college credit hours from an accredited institution in education, social work, or a related field
- Ability and desire to work with students, families and school personnel
- Ability to work flexible hours, including some evenings and weekends
- Ability to create and maintain records and prepare reports
- Ability to communicate effectively with administration, school personnel, and community agencies
- Familiarity with McKinney-Vento Act and experience with students who qualify for services
- Experience working in a school setting
- Bilingual

Performance Responsibilities:

- Assess students identified as homeless/transitional to determine their eligibility and needs, specifically focusing on Unaccompanied Homeless/Transitional Youth
- Serve as liaison between students, schools and agencies/facilities, such as shelters, social services and other organizations
- Provide students/families with information related to their educational rights, services and available resources
- Act as a resource and/or provide technical assistance to school-based administrators, certified school counselors, registrars, teachers and other personnel regarding homeless/transitional students
- Conduct training for school staff and community agencies/organizations regarding school laws as they relate to homeless/transitional students
- Maintain necessary records and program database ensuring confidentiality of students and their families
- Provide assistance to identified students/families with the prevention and remediation of attendance, behavior and/or adjustment difficulties
- Work closely with guardians/caregivers and/or parents of identified students to assist with resolving issues hindering the students' ability to function and excel in an educational setting
- Collaborate with teachers and other personnel to meet the needs of identified students

- Provide assistance to identified students/families with the transition to Post-Secondary Education
- Responsible for the provision of direct services and the maintenance of the direct services databases
- Assist with mediation of dispute resolutions regarding eligibility, school placement and school transportation services
- Act as a resource and/or provide technical assistance to school social workers, attendance secretaries, attendance officers, and other personnel regarding homeless student attendance concerns
- Gather needed provisions/supplies and distribute to appropriate school sites to assist with the removal of barriers related to immediate enrollment and attendance
- Assist with the coordination of activities and programs with outside agencies
- Perform other duties as assigned by the Coordinator of Students and Families in Transition 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 Coordinator of Students and Families in Transition and/or designee

Evaluation:

Annual evaluation done by the Coordinator of Students and Families in Transition and/or designee

Terms of Employment:

10-month employment
Grant funded

Salary:

Salary based upon approved salary schedule – Confidential Level J

Job Code:

73096

Board Approved: 7/28/2015
Revised: 12/10/18, 08/13/19

CONFIDENTIAL PLACEMENT SALARY SCHEDULE
2022-2023

Position	Level	Placement Hourly Rate	Placement Hourly Rate with AA Degree
Office Clerk	A	$ 15.25	$ 15.70
Switchboard Operator	A	$ 15.25	$ 15.70
Secretary I	B	$ 15.65	$ 16.10
Secretary II	C	$ 15.95	$ 16.40
Accounting Clerk	D	$ 16.15	$ 16.60
Data Entry Operator	D	$ 16.15	$ 16.60
Employment Specialist	D	$ 16.15	$ 16.60
Risk, Benefits, & Compliance Clerk	D	$ 16.15	$ 16.60
Secretary III	D	$ 16.15	$ 16.60
Accounting Technician - ESE	E	$ 16.35	$ 16.80
Accounting Technician - Transportation	E	$ 16.35	$ 16.80
Bookkeeper - Elementary/Middle School	E	$ 16.35	$ 16.80
Digital Marketing Specialist	E	$ 16.35	$ 16.80
District Records Specialist	E	$ 16.35	$ 16.80
Facilities Accounting Specialist	E	$ 16.35	$ 16.80
Facilities Department Secretary	E	$ 16.35	$ 16.80
Secretary to Director of Student Services	E	$ 16.35	$ 16.80
Secretary to Director of Technology	E	$ 16.35	$ 16.80
Bookkeeper - High School	F	$ 16.45	$ 16.90
Bookkeeper - Safe Schools	F	$ 16.45	$ 16.90
Food & Nutrition Services Senior Associate	F	$ 16.45	$ 16.90
Accounting Assistant	G	$ 17.00	$ 17.45
Budget Assistant	G	$ 17.00	$ 17.45
Payroll Assistant	G	$ 17.00	$ 17.45
Executive Secretary	I	$ 17.75	$ 18.20
Executive Secretary Business Services Division	I	$ 17.75	$ 18.20
Executive Secretary Support Operations Division	I	$ 17.75	$ 18.20
Finance and Procurement Specialist	I	$ 17.75	$ 18.20
Data Quality Assistant	J	$ 19.00	$ 19.45
Employee Data & Certification Specialist	J	$ 19.00	$ 19.45
Employee Relations Specialist	J	$ 19.00	$ 19.45
Human Resources Operations Specialist	J	$ 19.00	$ 19.45
Monitoring and Compliance Specialist	J	$ 19.00	$ 19.45
Professional Development Specialist	J	$ 19.00	$ 19.45
Risk, Benefits, & Compliance Specialist	J	$ 19.00	$ 19.45
Students & Families In Transition Specialist	J	$ 19.00	$ 19.45
Communications Specialist	K	$ 21.00	$ 21.45
Locksmith	K	$ 21.00	$ 21.45
School Safety Specialist	K	$ 21.00	$ 21.45
Security Systems Specialist	K	$ 21.00	$ 21.45
Transportation Parts/Inventory Specialist	K	$ 21.00	$ 21.45
Administrative Assistant - ESE	L	$ 23.00	$ 23.45
Executive Office Manager	L	$ 23.00	$ 23.45
Financial Aid Specialist	L	$ 23.00	$ 23.45
FTE Support Specialist - ESE	L	$ 23.00	$ 23.45
Grant Accounting Compliance Specialist	L	$ 23.00	$ 23.45
Maintenance Operations Specialist	L	$ 23.00	$ 23.45
Position Control Specialist	L	$ 23.00	$ 23.45
Secretary to the School Board & General Counsel	L	$ 23.00	$ 23.45
Senior Accounting Assistant	L	$ 23.00	$ 23.45
Senior Payroll Assistant	L	$ 23.00	$ 23.45

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: Federal Funding

Account Name: Title I

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
4210E	6100	1620/2XXX	9462	82300	

Amount $ 14,594.64

Funding Source: Federal Funding

Account Name: Title IX

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
4210E	6100	1620/2XXX	9462	83300	

Amount $ 10,505.30

C. History

Check one:
Prior Year Budget: (X)
New for Current Year: ( )

Prior Year Approved Budget: $ 69,576.00

Prior Year Actual Spent: $ 33,750.00

**** 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 # 20. 23-1242 2/28/2023

Title and Board Action Requested
Approval of Calendar “B” as Recommended by the Calendar Committee

Executive Summary
On behalf of the Superintendent of Schools, Dana Blazsek, the Calendar Committee Chair hereby requests approval of Calendar "B" for the 2023-24 school year.

The Calendar Committee created and offered two calendar options for the 2023-2024 school year.

The results of an electronic survey were:
Calendar A - 439 votes
Calendar B - 596 votes

As such, the Calendar Committee recommends the adoption of Calendar "B".

My Contact
Dana Blazsek
HCTA Work Site Leader/Bargaining Team Core Member
(352) 797-7055

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.

Choice A

TEACHER CALENDAR

School Calendar for 2023-24

July 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023

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15	16	17	18	19	20	21
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29	30	31				

November 2023

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
31	22	23	24	25	26	27
28	29	30	31			

February 2024

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
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April 2024

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21	22	23	24	25	26	27
28	29	30				

May 2024

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12	13	14	15	16	17	18
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26	27	28	29	30	31	

June 2024

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

First day for instructional staff	Aug. 7 ..... Monday
PreSchool	Aug. 7-11 ..... Monday-Friday
First day of school for students	Aug.14 ..... Monday
Labor Day	Sept. 4 ..... Monday
End of first grading period (43 days)	Oct. 12 ..... Thursday
Professional Day-Students not in attendance	Oct. 13 ..... Friday
Veterans Day Observed	Nov.10 ..... Friday
Thanksgiving Break	Nov. 20-24 ..... Monday-Friday
End of semester Early Release Days	Dec. 20-22 ..... Wednesday-Friday
End of second grading period (44 days)	Dec. 22 ..... Friday
Winter Break	Dec. 25- Jan. 5 ..... Monday-Friday
Professional Day-Students not in attendance	Jan. 8 ..... Monday
M.L.King Day	Jan. 15 ..... Monday
District In-Service-Students not in attendance	Feb. 2 ..... Friday
President's Day	Feb. 19 ..... Monday
End of third grading period (45 days)	Mar. 14 ..... Thursday
Professional Day-Students not in attendance	Mar. 15 ..... Friday
Spring Break	Mar. 18-22 ..... Monday-Friday
Long weekend	Mar. 29 ..... Friday
Memorial Day	May 27 ..... Monday
End of semester Early Release Days	May 29-31 ..... Wednesday-Friday
Last day of school for students-end of fourth grading period (48 days)	May 31 ..... Friday
Post School	June 3-4 ..... Monday-Tuesday

Pre & Post School
August 7 2023
August 8, 2023
August 9, 2023
August 10, 2023
August 11, 2023
June 3, 2024
June 4, 2024

Teacher Professional Days
October 13, 2023
January 8, 2024
March 15, 2024

District Inservice
February 2, 2024

Paid Teacher Holidays
September 4, 2023
November 10, 2023
November 23, 2023
January 15, 2024
February 19, 2024
May 27, 2024

Paid Holidays 12-Month Employees
July 4, 2023
September 4, 2023
November 10, 2023
November 23, 2023
December 25, 2023
January 1, 2024
January 15, 2024
February 19, 2024
March 29, 2024
May 27, 2024

Paid Holidays Less than 12 Month
September 4, 2023
November 10, 2023
November 23, 2023
December 25, 2023
January 15, 2024

Hurricane Make-Up Days
November 20, 2023
November 21, 2023
March 18, 2024
March 19, 2024

Early Release Day for Professional Development
August 30, 2023
September 27, 2023
October 25, 2023
January 31, 2024
February 28, 2024

Choice B

TEACHER CALENDAR

School Calendar for 2023-24

July 2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

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20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

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24	25	26	27	28	29	30

October 2023

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22	23	24	25	26	27	28
29	30	31				

November 2023

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19	20	21	22	23	24	25
26	27	28	29	30		

December 2023

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24	25	26	27	28	29	30
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January 2024

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
31	22	23	24	25	26	27
28	29	30	31			

February 2024

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				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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April 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

S	M	T	W	T	F	S
						1
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Long Weekend	Mar. 29 ... Friday
Memorial Day	May 27 ... Monday
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November 10, 2023
November 23, 2023
December 25, 2023
January 1, 2024
January 15, 2024
February 19, 2024
March 29, 2024
May 27, 2024

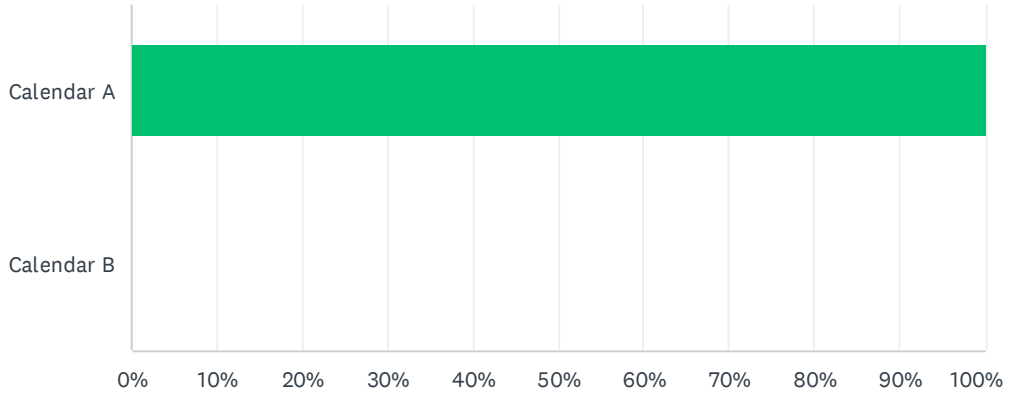
Paid Holidays Less than 12 Month
September 4, 2023
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November 23, 2023
December 25, 2023
January 15, 2024

Hurricane Make-Up Days
November 20, 2023
November 21, 2023
March 22, 2024
March 25, 2024

Early Release Day for Professional Development
August 30, 2023
September 27, 2023
October 25, 2023
January 31, 2024
February 28, 2024

Q1 After reviewing the two calendar options for the 2023-2024 school year, please indicate your preferred choice.

Answered: 439 Skipped: 0

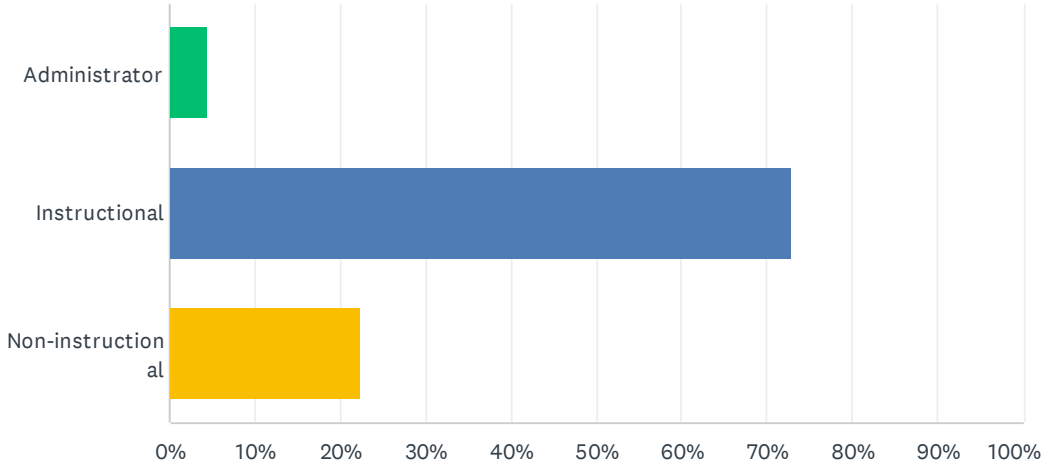


ANSWER CHOICES	RESPONSES	
Calendar A	100.00%	439
Calendar B	0.00%	0
TOTAL		439

602

Q2 What is your role?

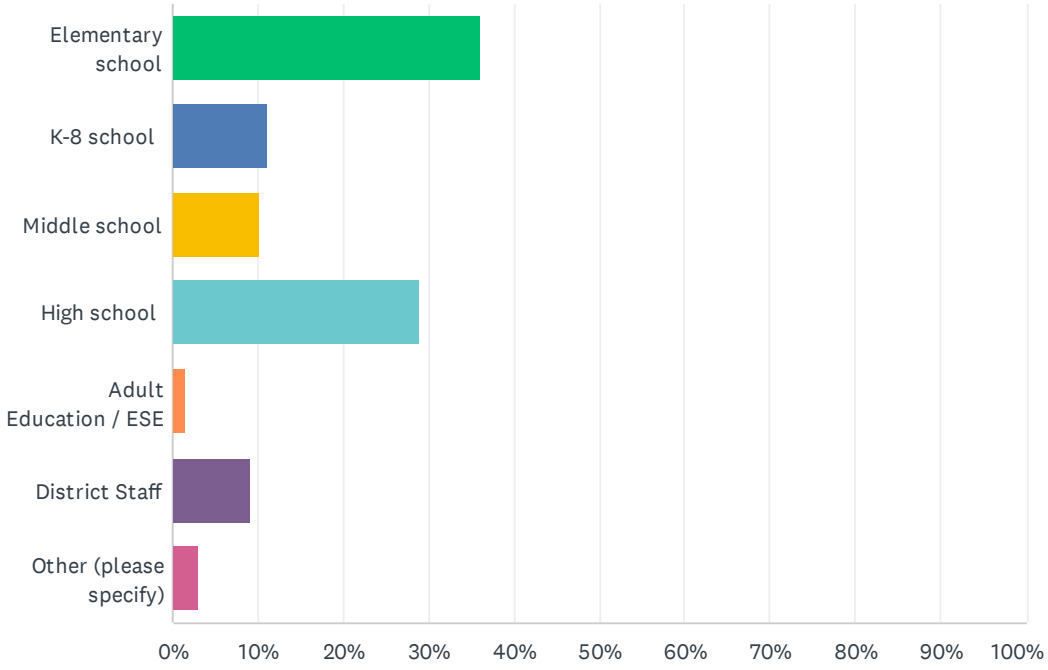
Answered: 437 Skipped: 2



ANSWER CHOICES	RESPONSES	
Administrator	4.58%	20
Instructional	73.00%	319
Non-instructional	22.43%	98
TOTAL		437

Q3 What is your site?

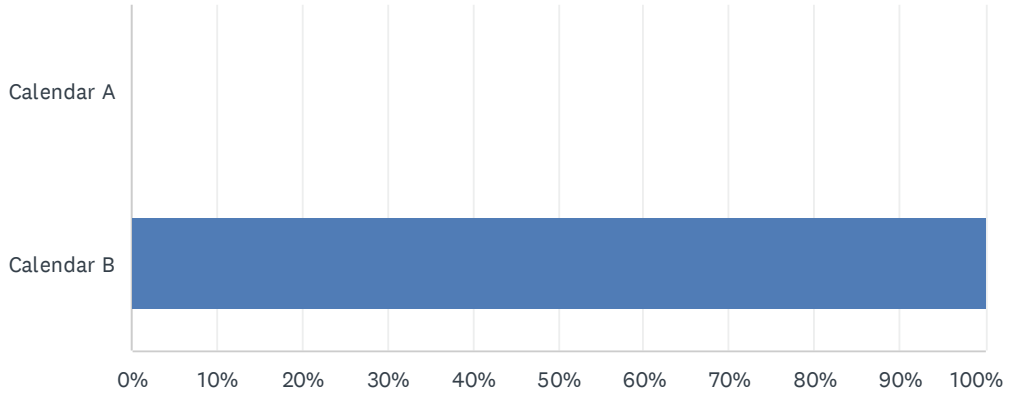
Answered: 439 Skipped: 0



ANSWER CHOICES	RESPONSES	
Elementary school	35.99%	158
K-8 school	11.16%	49
Middle school	10.25%	45
High school	28.93%	127
Adult Education / ESE	1.59%	7
District Staff	9.11%	40
Other (please specify)	2.96%	13
TOTAL		439

Q1 After reviewing the two calendar options for the 2023-2024 school year, please indicate your preferred choice.

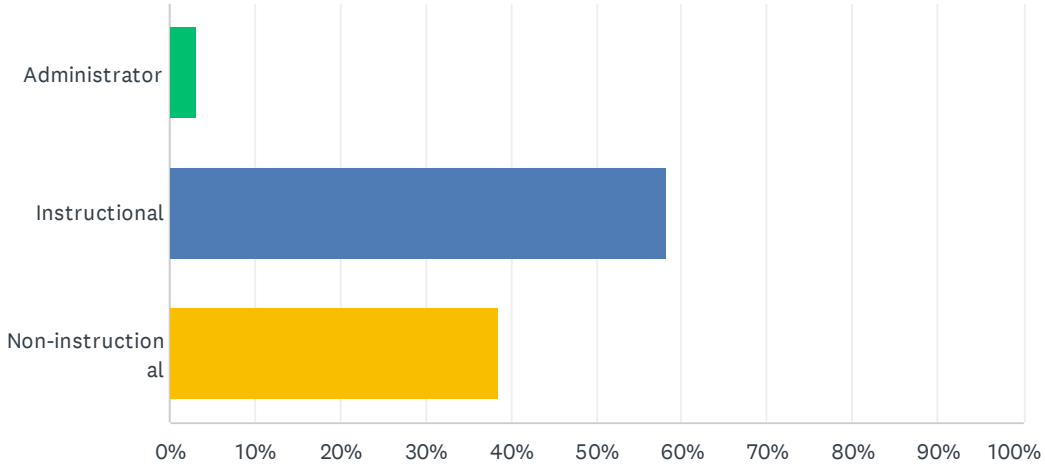
Answered: 596 Skipped: 0



ANSWER CHOICES	RESPONSES	
Calendar A	0.00%	0
Calendar B	100.00%	596
TOTAL		596

Q2 What is your role?

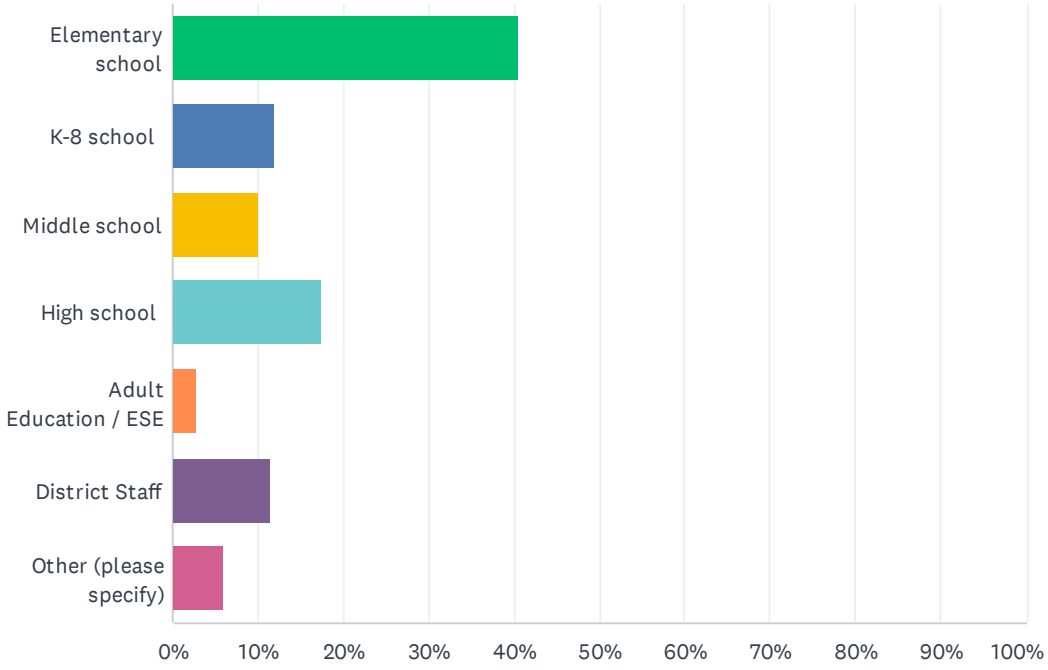
Answered: 593 Skipped: 3



ANSWER CHOICES	RESPONSES	
Administrator	3.20%	19
Instructional	58.18%	345
Non-instructional	38.62%	229
TOTAL		593

Q3 What is your site?

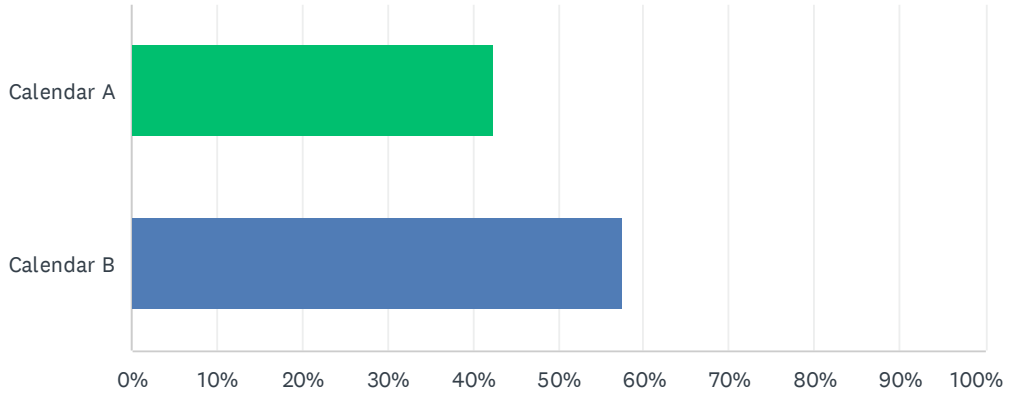
Answered: 594 Skipped: 2



ANSWER CHOICES	RESPONSES	
Elementary school	40.57%	241
K-8 school	11.95%	71
Middle school	9.93%	59
High school	17.51%	104
Adult Education / ESE	2.69%	16
District Staff	11.45%	68
Other (please specify)	5.89%	35
TOTAL		594

Q1 After reviewing the two calendar options for the 2023-2024 school year, please indicate your preferred choice.

Answered: 1,035 Skipped: 8

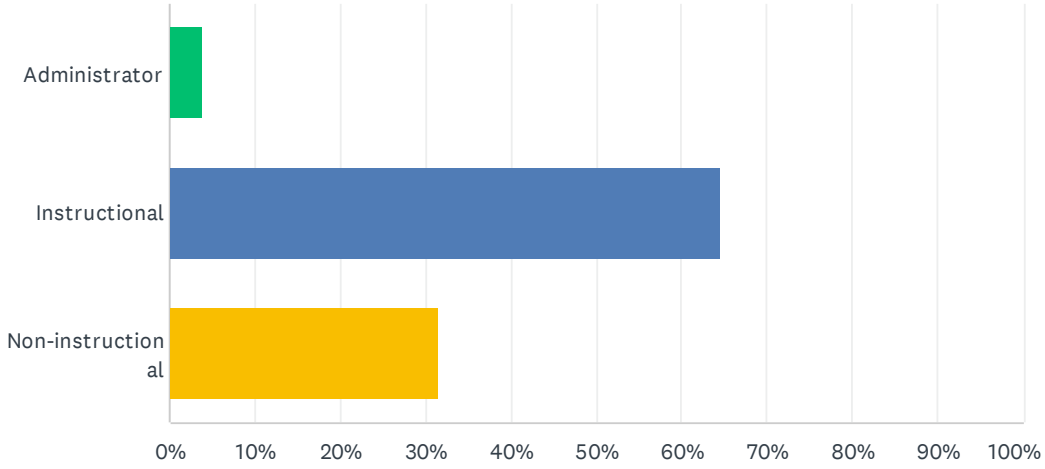


ANSWER CHOICES	RESPONSES	
Calendar A	42.42%	439
Calendar B	57.58%	596
TOTAL		1,035

608

Q2 What is your role?

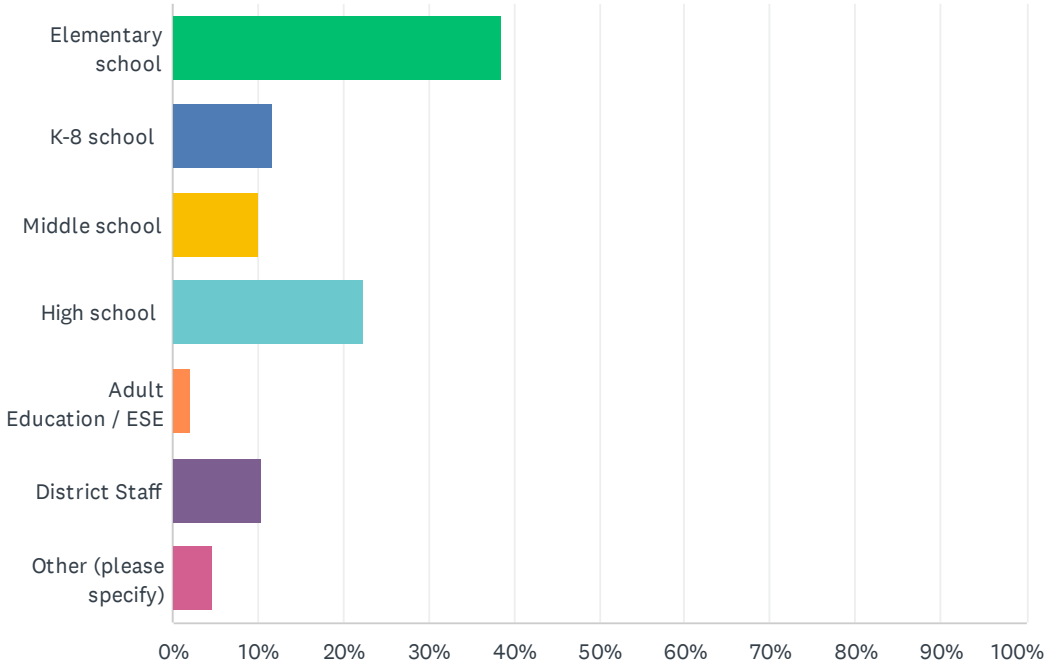
Answered: 1,037 Skipped: 6



ANSWER CHOICES	RESPONSES	
Administrator	3.76%	39
Instructional	64.61%	670
Non-instructional	31.63%	328
TOTAL		1,037

Q3 What is your site?

Answered: 1,041 Skipped: 2



ANSWER CHOICES	RESPONSES	
Elementary school	38.52%	401
K-8 school	11.72%	122
Middle school	10.09%	105
High school	22.38%	233
Adult Education / ESE	2.21%	23
District Staff	10.47%	109
Other (please specify)	4.61%	48
TOTAL		1,041

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 # 21. 23-1163 2/28/2023

Title and Board Action Requested
Approve the Purchase of Services from eduCLIMBER and Issuance of a Purchase Order in the Estimated Amount of $41,750.00 for the 2022-2023 School Year

Executive Summary
The Director of Research and Accountability, on behalf of the Superintendent of Schools, hereby requests the Board to approve the purchase of the eduCLIMBER platform from Renaissance Learning, Inc. eduCLIMBER is an interactive student data system that integrates all data points into one platform in order to evaluate and monitor data at the student, school, and district level. This system should increase student achievement and wellbeing by evaluating and monitoring the effectiveness of both Tier 1 practices and Tier 2 and Tier 3 interventions. eduCLIMBER will replace the district's current data analysis system, PowerSchool with an annual savings of $25,016.08.

The year one subtotal of $186,950.00 reflects the onboarding and professional development for the 2022-23 school year and the total cost for the 2023-24 school year.

Summary:
2022-2023 School Year: $41,750.00
2023-2024 School Year: $145,200.00
2024-2025 School Year: $145,200.00
2025-2026 School Year: $145.200.00

While moving forward with the item, eduCLIMBER was purchased from Illuminate Education by Renaissance Learning, Inc. Documents with either Illuminate or Renaissance are valid during this transition. Since Renaissance is the same platform as the K-2 FAST state testing, this acquisition will further increase alignment with our data. Renaissance Learning, Inc. is a sole source provider.

My Contact
Sonsee Sanders
Director of Research and Accountability
352-797-7000 ext. 224
Sanders_s@hcsb.k12.fl.us

2018-23 Strategic Focus Area
Pillar 1: Student Achievement

Financial Impact
The cost for this agenda item is $41,750.00, 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.

RENAISSANCE®

February 17, 2023

Hernando County School District
919 North Broad Street
Brooksville, FL 34601

RE: Sole Source Letter for Renaissance eduCLIMBER

Dear Recipient:

Renaissances' eduCLIMBER is a sole source product, created, sold, and distributed exclusively by Renaissance Learning, Inc.®, 2911 Peach Street, Wisconsin Rapids, Wisconsin ("Renaissance"). Additionally, Renaissance is the sole source for Achievement Dashboard, which is the only product that provides its functionality as integrated and sold by Renaissance.

Our software, including eduCLIMBER and Achievement Dashboard, provide unique features that no other competing product can provide. Renaissance determines the prices for eduCLIMBER and Achievement Dashboard because of its proprietary development data and exclusive distribution rights. Please allow this letter to confirm that due to the functionality and exclusivity of no other agents or dealers being authorized to represent these products, Renaissance is a sole source provider.

Should you have any questions regarding Renaissance, eduCLIMBER, or any of these sole source justifications, please call (800) 338-4204 or email askproposals@renaissance.com for additional information.

Sincerely,

Ted Wolf
Vice President, Global Controller

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HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards
(Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**
Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

2. **DAVIS-BACON ACT:**
(34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. **COPELAND "ANTI-KICKBACK" ACT:**
(34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**
(34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by awarding agency.

6. **CLEAN AIR ACT**
(34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).(Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

7. **BYRD ANTI-LOBBYING AMENDMENT:**
Contractors that apply or solicitation for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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8. **RECOVERED MATERIALS:**
Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

9. **FEDERAL DEBARMENT CERTIFICATION:**
Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier ($25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. **ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDES:**
If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. **HATCH ACT:**
(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. **CONTRACT TERMINATION FOR CONVENIENCE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. **CONTRACT TERMINATION FOR CAUSE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

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HERNANDO SCHOOL DISTRICT
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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

14. **RECORDS RETENTION:**
(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

15. **CIVIL RIGHTS:**
The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

16. **BUY AMERICAN:**
(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

17. **ENERGY POLICY AND CONSERVATION ACT:**
Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. **DISCOUNTS, REBATES, AND CREDITS:**
The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

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HERNANDO SCHOOL DISTRICT
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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

19. ACCESS TO RECORDS:
The following access to records requirements apply to this contract:

a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

20. DHS SEAL, LOGO, AND FLAGS:
The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

21. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:
This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

22. NO OBLIGATION BY FEDERAL GOVERNMENT:
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:
The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): Illuminate Education, Inc. Date: 10/10/2022

Authorized Signature: DocuSigned by: Ted Wolf 0670440ODC884F0...

Printed Name: Ted Wolf

Title: VP - Global Controller

Approved as to Form
Nancy McClain Alfonso
General Counsel, HCSB

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Quote
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PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Hernando County School District - 72204
919 N Broad St
Brooksville, FL 34601-2397
Contact: Lisa Cropley - (352) 797-7000
Email: cropley_l@hcsb.k12.fl.us

Reference ID: 643284

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	$477,350.00
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $477,350.00**

This quote includes: eduCLIMBER.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice https://docs.renaissance.com/R63871

To accept this offer and place an order, please sign and return this Quote.
Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Approved as to Form
Nancy McClain Alfonso
General Counsel, HCSB

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Hernando County School District - 72204
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 1/24/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To:

If changes are necessary, or additional information is required, please contact your account executive Jason Keeler at (715)424-3636, Thank You.

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All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details

Hernando County School District - 72204

Products & Services	Subscription Period	Quantity	Unit Price	Total
Quote Year 1				
Applications				
Onboarding, eduCLIMBER Tier 2	12/01/2022 - 06/30/2026	1	$3,250.00	$3,250.00
eduCLIMBER, Software License	12/01/2022 - 06/30/2023	24,200	$0.00	$0.00
eduCLIMBER, Software License	07/01/2023 - 06/30/2024	24,200	$6.00	$145,200.00
Professional Services				
E-Learning Program Export, eduCLIMBER		1	$5,000.00	$5,000.00
Knowledge Transfer Workshop, eduCLIMBER		5	$500.00	$2,500.00
Initial Intensive Training, eduCLIMBER		5	$6,000.00	$30,000.00
System Management Workshop, eduCLIMBER		1	$1,000.00	$1,000.00
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00
		Quote Year 1 Subtotal		**$186,950.00**
Quote Year 2				
Applications				
eduCLIMBER, Software License	07/01/2024 - 06/30/2025	24,200	$6.00	$145,200.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00
		Quote Year 2 Subtotal		**$145,200.00**
Quote Year 3				
Applications				
eduCLIMBER, Software License	07/01/2025 - 06/30/2026	24,200	$6.00	$145,200.00
Professional Services				
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00
		Quote Year 3 Subtotal		**$145,200.00**
		Hernando County School District Total		**USD $477,350.00**

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Data Security Agreement

This Data Security Agreement (the **"Agreement"**) is made as of 10-10-2022 (the **"Effective Date"**), by and between The School Board of Hernando County, a Florida School Board, with a principal place of business at 919 N. Broad Street, Brooksville, FL 34601 (hereinafter referred to as **"HCSD"**), and Illuminate Education, Inc., a Corporation with a principal place of business at 530 Technology Drive, Suite 100, Irvine, CA 92618 (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 an 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

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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 will promptly notify upon confirming a Breach, within seventy-two hours, 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.

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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 Vendor's breach of any of its obligations under this Agreement including, but not limited to (i) (a) 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).

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:

   7.2. **Compliance with the HIPPA.** Vendor hereby acknowledge and agrees that, before the Effective Date, it shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentially, integrity, and availability of all electronically and physically stored (including, but not limited to, all paper copies) maintained or transmitted Personal Information that is in full compliance and otherwise consistent with the provisions of HIPPA. Prior to Vendor's receipt of Personal Information, Vendor shall provide to HCSD a written certification that it has a written, comprehensive information security program, and that Vendor shall ensure that any sub-Vendors it engages that receives, or is given access to, Personal Information by Vendor is in compliance with the requirements set out in this Section 7.1.1. Notwithstanding the foregoing, Vendor is neither a Covered Entity, nor a Business Associate and thus this provision is not applicable.

7.3. **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.

7.4. **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

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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. Vendor's Student Data Retention Policy is that upon termination, district may retrieve its data within 60 days. After the sixtieth (60) day the data is deleted and a Certificate of Destruction is provided to the District.

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 advance 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: 530 Technology Drive, Suite 100
Irvine, CA 92618

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	Illuminate Education, Inc.
By: _____	By: DocuSigned by: Ted Wolf 06FE4B0DC84F0...
Name: _____	Name: Ted Wolf
Title: _____	Title: VP - Global Controller

Approved as to Form

General Counsel, HCS

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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.

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

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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: Illuminate Education, Inc.

DocuSigned by:
Ted Wolf
Signature: 1E4A0D0B5A5E4...

Printed Name: Ted Wolf
Title: VP - Global Controller
Date: 10/10/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

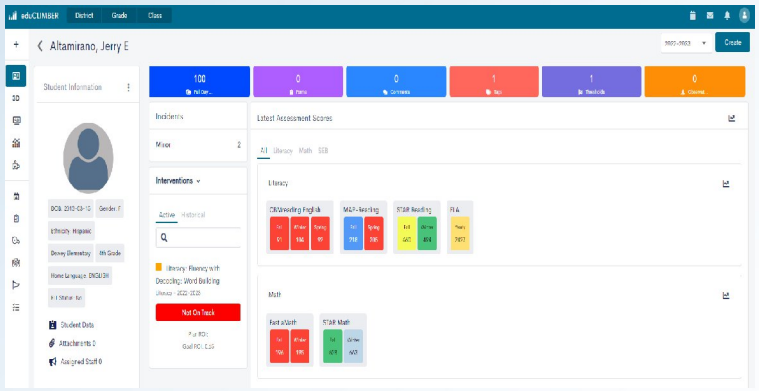


HERNANDO
SCHOOL DISTRICT

Illuminate Education

Student Profile

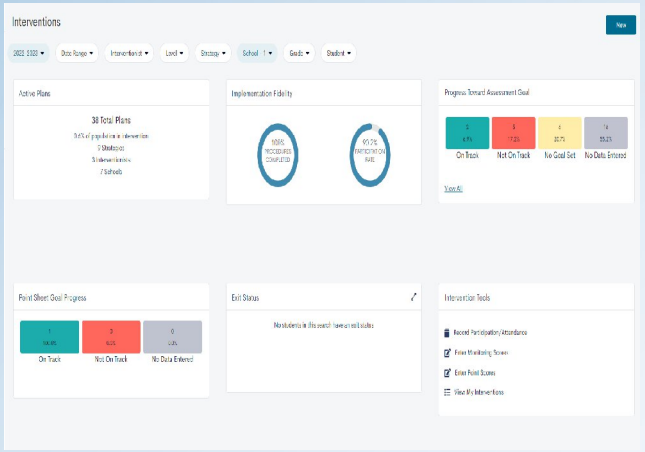
- Includes
  - Attendance data
  - Behavior data
  - Assessment data
  - Grades
  - Intervention

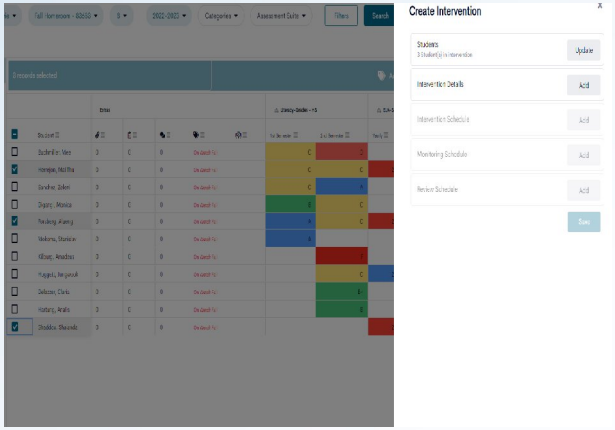


HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Data Wall

- All data for district/school/grade/class/custom group in one place
- Intervention groups can be made with a few simple clicks



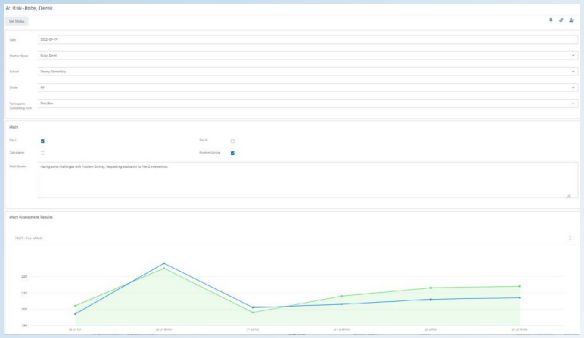


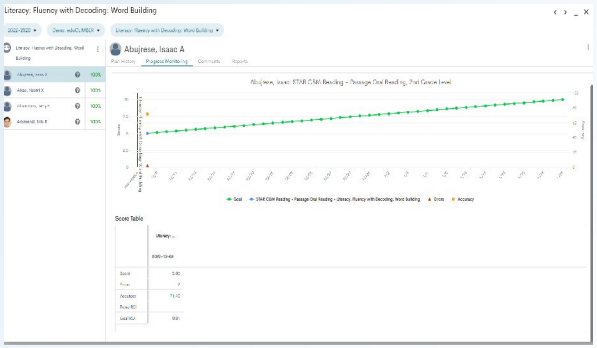
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Meetings with Smart Forms

- Consistent documentation from site to site
- Smoother transfer process
- Less paperwork
- More accessibility



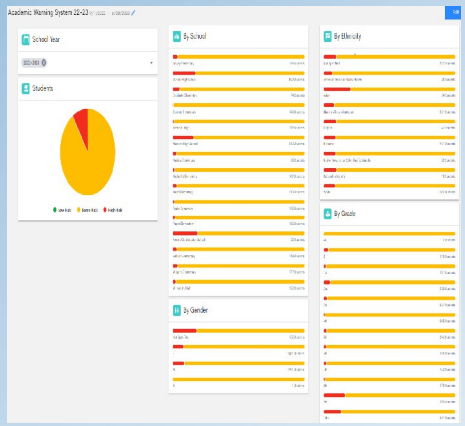


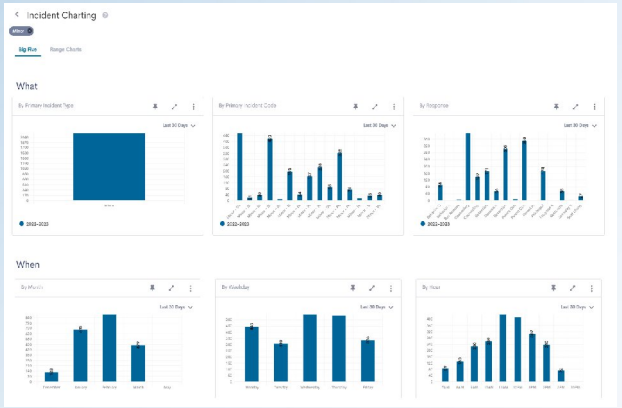
HERNANDO SCHOOL DISTRICT

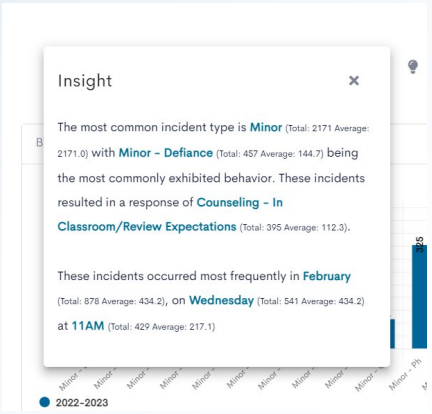
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Incidents

- Eliminates double entry
- Evaluates effectiveness of PBiS
- Provides automatic data analysis





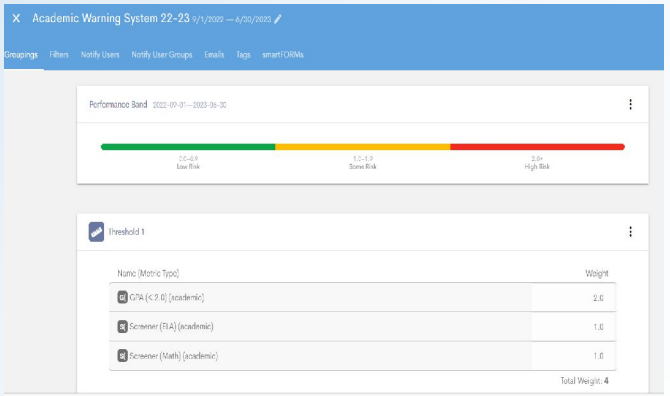


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Thresholds

- Sends alerts based on custom data
- Creates action items
- Combines multiple early warning data



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RENAISSANCE®

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Terms of Service and License
Renaissance Learning, Inc.

These Terms of Service state the binding legal terms and conditions between Customer and Renaissance that govern the Products and Services that Customer has contracted to receive pursuant to a Quote signed by Customer and Renaissance.

1. Definitions. As used above and in these Terms of Service, capitalized words have the meaning set forth in Exhibit A or as otherwise expressly defined in these Terms of Service.
2. License and Access to Products.
   a. License. Subject to the terms and conditions set forth in these Terms of Service, Renaissance grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term solely to access and use the Products for educational assessment and practice functions. No other license, express or implied, is granted by these Terms of Service.
   b. Access and Use Limitations.
      i. Access and Use. Customer may access and use the Products during the period beginning on the first day of the Subscription Period and ending upon the earlier of expiration of the Subscription Period or termination of the Agreement. Access may be restricted during Renaissance's maintenance and updating of the Products.
      ii. Quantity. The Quote sets forth a quantity for each identified Product or Service. Customer may not exceed the quantities stated in the Quote without further written agreement by the parties.
      iii. Access and Use Restrictions. Customer shall not access or use the Products for any purpose beyond the limited license granted in these Terms of Service. Without limiting the foregoing, Customer shall not: (A) copy, modify, or create derivative works of the Products, in whole or in part; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Products, in whole or in part; (D) remove any proprietary notices from the Products; (E) allow anyone other than Customer or its Authorized Users to access or use the Products; (F) use the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law; (G) access or use the Products for any purpose not authorized under these Terms of Service; (H) share, transfer or sell Valid Login Information to anyone other than Authorized Users, and shall be responsible for any access to, or use of, the Products resulting from Customer's failure to safeguard Valid Login Information; or (I) allow multiple Persons to access or use the Products in a manner intended to avoid incurring fees. Customer agrees to promptly notify Renaissance of any actual or suspected unauthorized access to or use of the Products, after which Renaissance may then implement a Service Suspension.
      iv. Authorized Users. Customer may permit its Authorized Users to access and use the Products in the same manner and for the same purposes as Customer, as set forth in these Terms of Service. Customer shall be responsible and liable for all access to and use of the Products by any Authorized User and any other access to the Products permitted or enabled by Customer or an Authorized User.
      v. Suspension. Notwithstanding anything to the contrary in these Terms of Service, Renaissance may suspend access and use for any portion or all of the Products by a Customer or Authorized User if Renaissance determines in good faith that: (A) Customer or an Authorized User's access to or use of the Products and systems disrupts or poses a risk to the security or integrity of any of Renaissance's Products or systems, or any of its customers or vendors; (B) Customer or an Authorized User are accessing or using the Products or systems for fraudulent or illegal activities; (C) any vendor or supplier of Renaissance has suspended or terminated Renaissance's access to or use of any third-party product or service necessary to the Products; or (D) Customer has not timely paid any Fees (any such suspension described in subclause (A), (B), (C), or (D) a "Service Suspension"). Renaissance shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Products following any Service Suspension, which shall be in Renaissance's sole discretion. Renaissance shall use reasonable efforts to resume providing access to the Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Renaissance will have no liability for any damages, liabilities, losses, or any other consequences of a Service Suspension.
      vi. Customer Hardware, Other Software and Services. Renaissance does not bear any responsibility or liability for any Third-Party Services and does not guarantee that any Third-Party Services will operate correctly or that they are compatible or interoperable with the Products.
3. Services. Renaissance shall provide the Services identified in the Quote and any Statement of Work agreed to by the parties in writing. All Services identified in the Quote or any applicable Statement of Work shall be governed by these Terms of Service, including, without limitation, Exhibit B.

4. Payment Obligations.
   a. Fees. Customer shall pay Renaissance all amounts listed in the Quote ("Fees") within 30 days of invoice. Customer may not withhold or setoff any amounts due under the Agreement. Renaissance may charge interest from the time payment was due until the time paid at the higher rate of (A) 1% per month compounded monthly, or (B) the highest rate allowed by law in Customer's state. Customer agrees that any of Renaissance's Affiliates may issue invoices for amounts owed under the Agreement. Amounts paid for Products and Services are not refundable, regardless of the extent they are utilized.
   b. FastBridge True-up. FastBridge subscriptions are based on per student, per school year fees. The initial fee to activate a subscription is based on the estimate by Customer of the number of unique students that will have score data entered. Renaissance will run reconciliation reports in or about May of each Subscription Period and invoice Customer for the actual number of unique students in excess of the estimate reflected in the Quote.
5. Term; Termination; Effect of Termination.
   a. Term. The term of the Agreement starts on the earlier of (i) the date that the Customer signs the Quote or (ii) the first date of the Subscription Period and continues until the end of the last Subscription Period listed in the Quote (the "Term"), except as set forth in a further written agreement of the parties.
   b. Termination.
      i. Either party may terminate the Agreement upon written notice if the other party does not cure a material breach within 30 days of written notice of the breach from the other party describing the breach and stating the intent to terminate.
      ii. Renaissance may terminate Customer's access to the Products and the Agreement if Customer fails to pay any amount due within 10 business days of written late notice from Renaissance.
   c. Effect of Expiration or Termination. Upon expiration or termination of the Agreement:
      i. all rights and licenses to use and access the Products granted to Customer under the Agreement immediately terminate, and Customer shall cease all access to, and use of, the Products provided to Customer under the Agreement, except that (A) Customer may continue to access the Products for the limited purpose of retrieving Customer Data, during the period set forth in the Data Protection Addendum, and (B) Customer and Authorized Users may continue to access and use the free version of any Premium Hybrid Products that Customer had purchased, provided that these Terms of Service shall govern Customer's continuing access and use of the free version of any Premium Hybrid Products;
      ii. Customer shall return or destroy, at Renaissance's sole discretion, all Confidential Information of Renaissance. Customer shall also be responsible for retrieving Customer Data from the Products, as described in the Data Protection Addendum.
      iii. each party shall cease the use of the other party's Intellectual Property Rights; and
      iv. Customer shall pay Renaissance all amounts due under the Agreement upon the earlier of their due dates or 30 days after the effective date of termination.
   d. Survival. Notwithstanding anything to the contrary in the Agreement, all accrued payment obligations under the Agreement, any remedies for breach of the Agreement, Sections 5(c), and 6-11, and any provisions that are required by law to survive, shall survive expiration or termination of the Agreement. Further, the Data Protection Addendum and the applicable provisions of these Terms of Service shall survive expiration or termination of the Agreement to the extent that the Data Protection Addendum provides Customer limited access to the Products for the purpose of retrieving Customer Data.
6. Intellectual Property. Notwithstanding the limited license granted under these Terms of Service,
   a. No Transfer of Rights. As between Renaissance and Customer, Renaissance owns all Intellectual Property Rights in or embodied by the Products. Except for the license set forth in Section 2 above, neither Customer nor its Authorized Users will obtain, pursuant to or by virtue of these Terms of Service or their use or access to the Products or the Services, any Intellectual Property Rights in the Products or the Services.
   b. Customer License to Renaissance. Customer grants to Renaissance and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the operation of the Products.
7. Confidentiality. Recipient may use Confidential Information provided to it by or on behalf of the other party (the "Disclosed Information") only as necessary to perform its obligations or exercise its rights pursuant to this Agreement. Recipient may not disclose the Disclosed Information to any other person or entity except its Affiliate, employee, director, shareholder, member, agent or contractor (each a "Recipient Representative") for purposes of performing Recipient's obligations or exercising Recipient's rights under this Agreement, shall require that each of its Recipient Representatives comply with all obligations of Recipient under this Section 7, and will be liable for any breach of this Section 7 by its Recipient Representative. Recipient shall treat the Disclosed Information with the same level of care that it holds its own Confidential Information. In addition to disclosure to Recipient Representatives as set forth above, Recipient may disclose Disclosed Information to the extent compelled by law, provided Recipient gives the other party prompt prior written notice of the compelled disclosure to the extent legally permitted to permit the other party to seek a protective order, and if disclosed to a government agency seek confidentiality protection if available under applicable laws and regulations. Recipient acquires no licenses or other rights to the Disclosed Information except as otherwise set forth in the

Agreement. Notwithstanding anything to the contrary above, Customer PII is governed by the Data Protection Addendum and not this Section 7.

8. Data.
   a. Customer PII. Renaissance shall comply with its privacy and security obligations for Customer PII as set forth in the Data Protection Addendum.
   b. Data Ownership and License. As between Renaissance and Customer, Customer owns the Customer Data. Customer grants Renaissance a non-exclusive, royalty-free, worldwide license to use the Customer Data throughout the Term to perform under the Agreement and as further described in the Data Protection Addendum. As between Renaissance and Customer, Renaissance owns the Renaissance Data. Renaissance Data is not subject to the use or disclosure restrictions of this Agreement that apply to Customer Data.
   c. Prohibited Data. Customer acknowledges and agrees that the Products are intended for academic, educational and assessment purposes. Customer shall not provide to Renaissance any non-academic or non-educational related data such as social security numbers, protected health information, driver's license information, passport or visa numbers, credit card or other financial account numbers, and Renaissance has no obligation to monitor for entry of such data.
9. Indemnification.
   a. Renaissance Indemnification. Renaissance shall defend and indemnify Customer and its directors, officers, shareholders, members, employees, agents and representatives against any third-party Claim (including reasonable attorneys' fees) alleging that Customer's use of the Products or Services infringes Intellectual Property Rights, except that Renaissance is not responsible for any third-party Claim arising from: (i) modification of Products or Services by, or directed by, Customer, an Authorized User, or a Person who gained access to the Products or Services through the act or omission of Customer or an Authorized User; (ii) any Third-Party Service; or (iii) Customer's use of the Products or Services in violation of or for purposes not contemplated by the Agreement. If Renaissance has reason to believe that any of its Products or Services may infringe a third party's Intellectual Property Rights, Renaissance may, at its sole expense and option: (i) negotiate a license for Customer's continued access to and use of the Products or Services; (ii) replace or modify the Products or Services with non-infringing Products; or (iii) terminate Customer's access to the Products or Services. The indemnity provided in this section shall be Customer's sole and exclusive remedy regarding third-party Claims arising from infringement of Intellectual Property Rights.
   b. Customer Indemnification. Customer shall defend and indemnify Renaissance, its Affiliates, and the directors, officers, shareholders, members employees, agents and representatives of each of the foregoing, against all Claims (including reasonable attorneys' fees) brought against or incurred by Renaissance: (i) alleging that the combination of a Third-Party Service or configuration provided by Customer when used with the Products, infringes or misappropriates a third party's Intellectual Property Rights, or arising from (ii) Customer's use of the Products in an unlawful manner or in violation of the Agreement, (iii) Customer's use of a Third-Party Service (iv) any breach of Customer's obligations under the Agreement; or (v) the negligence or intentional misconduct of Customer or its Authorized Users, employees contractors, agents or representatives.
   c. Indemnification Procedure. As a condition of the defense and indemnification obligations under Section 9.a or 9.b (as applicable), each party agrees to: (i) promptly notify the other in writing of any third-party Claim for which a party seeks defense or indemnification under these Terms of Service; (ii) provide the defending or indemnifying party sole control of the defense of the Claim; (iii) cooperate at the defending or indemnifying party's expense with reasonable requests in support of the defense Claim; and (iv) refrain from agreeing to or acknowledging liability for the Claim.
10. Warranties and Liabilities.
   a. WARRANTIES. RENAISSANCE PROVIDES THE PRODUCTS AND SERVICES "AS IS". RENAISSANCE MAKES NO WARRANTY OR OTHER PROMISE THAT THE PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT POSSIBLE DEFECTS WILL BE CORRECTED. RENAISSANCE SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GUARANTEED OUTCOME, RESULT OR SUCCESS, OR NON-INFRINGEMENT OR TITLE, OR ANY WARRANTY OR PROMISE ARISING FROM COURSE OF DEALING, USAGE OR PERFORMANCE.
   b. CONSEQUENTIAL, SPECIAL AND SIMILAR DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY EXCEPT AS TO DAMAGES INDEMNIFIED UNDER SECTION 9, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
   c. OTHER LIMITS. RENAISSANCE'S LIABILITY UNDER THESE TERMS OF SERVICE: (I) WILL BE LIMITED TO DIRECT DAMAGES, AND DOES NOT INCLUDE ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES; AND (II) WILL NOT EXCEED THE LESSER OF (A) THE FEES, OR (B) $100,000 AND (C) WITH RESPECT TO SERVICES OR DELIVERABLES, WILL

BE LIMITED TO CORRECTION OF SUCH SERVICES OR DELIVERABLES. IF CORRECTION IS IMPRACTICAL, RENAISSANCE WILL REFUND THE FEES RELATED TO NON-CORRECTABLE SERVICES OR DELIVERABLES ON A *PRO RATA* BASIS.

11. Miscellaneous.
    a. Compliance with Applicable Laws. Renaissance shall comply with the laws governing it as a provider of the Products and Services. Customer shall comply with the laws governing it as an educational organization or entity or its usage of the Products and Services.
    b. Entire Agreement. The Agreement, notwithstanding anything to the contrary in any purchase order, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or communications, whether written or oral. Any amendments or other changes to the Agreement must be made in writing and signed by both parties.
    c. Severability. If a provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth in these Terms of Service. Both parties agree to substitute a valid provision most closely approximating the intent of the severed provision.
    d. Waiver. No waiver by a party of a right or obligation under the Agreement is binding unless it is stated in writing to the other party. Failure of a party to enforce a breach of an obligation of another party under the Agreement does not limit that party's right to enforce a subsequent or different breach of that obligation.
    e. Dispute Resolution. Before prosecuting a Claim, the party asserting the Claim must provide the other party written notice of the Claim and not file a Claim until 60 days after that notice is delivered. During those 60 days, the parties each shall make a good faith effort to resolve the dispute. This sub-Section does not apply to or limit either party's right to seek equitable relief, or Renaissance's right to suspend or terminate Customer's access to or use of the Products under these Terms of Service.
    f. Limitation of Action. Any Claim by Customer must be brought within two years after the cause of action arose or such shorter period of time as required by applicable law.
    g. Governing Law. For United States-based Customers, the Agreement and all disputes or Claims arising under them are governed and shall be decided under the laws of the state, commonwealth or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's or territory's choice of law rules. For Customers based outside of the United States, all disputes or Claims arising under the Agreement shall be governed and decided under the laws of the State of Wisconsin.
    h. Notices. Notices under the Agreement shall be in writing and shall be deemed effective when delivered to the addresses set forth in the Quote (i) in-person, (ii) via the USPS, certified or registered mail, (iii) via reputable courier, addressed to the addresses set forth in the Quote, or (iv) via e-mail, in the case of notice to Renaissance at legal@renaissance.com, and in the case of notice to Customer, to Renaissance's address of record for Customer.
    i. Assignment. The Agreement may be assigned only with the prior written consent of the other party which shall not be unreasonably withheld or delayed, except that Renaissance reserves the right to assign the Agreement without restriction to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its or an Affiliate's assets. Upon valid transfer, the Agreement inures to the benefit of, and binds, the successors and assigns of the parties. Any assignment in violation of this Section 11(i) is invalid.
    j. Relationship of the Parties. The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation or make any representation or warranty on behalf of the other party. There are no third-party beneficiaries to the Agreement.
    k. Anti-Corruption. Customer represents that it has not received or been offered any bribe, kickback or payment, or any gift or thing of value from Renaissance or its employees or agents that violates any law or policy applicable to Customer. Both parties agree to comply with all anti-corruption laws applicable to it.
    l. Duplicates. The Agreement may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of the Agreement shall be treated as an original for all purposes.
    m. Compliance with Export and Sanction Laws and Regulations. The Products and Services may be subject to export laws and regulations of the United States and other jurisdictions. Renaissance and Customer each represent that it is not on any U.S. government denied-party list. Customer shall not permit Authorized User access to any Products or Services in violation of any U.S. export or sanction law or regulation.
    n. Representations. Each party represents and warrants that it is duly authorized to enter into the Agreement.
    o. Equitable Rights. Each party acknowledges that a breach or threatened breach of Section 6 (Intellectual Property) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy.
    p. Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Renaissance); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii)

uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) will; not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of 90 calendar days, either party may elect to terminate the Agreement upon notice to the other party.

EXHIBIT A

Definitions

"Affiliate" of an entity means any entity controlling, controlled by or under common control with that entity. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity through the ownership of voting securities or other equity.

"Agreement" means these Terms of Service together with any Quote or Statement of Work agreed to by the parties to which these Terms of Service are attached or into which these Terms of Service are incorporated by reference, together with any amendments, modifications, or renewals of such Quote or Statement of Work agreed by the parties in writing.

"Authorized User" means Customer's faculty, staff, administrators, teachers, and students accounted for in the Quote and, if applicable, the parents or legal guardians of those students, in each case who are authorized by Customer to access and use the Products under the strictly limited rights granted to Customer pursuant to the Agreement.

"Claim" means any lawsuit, administrative proceeding, arbitration, or other legal claim for relief.

"Confidential Information" means all technical and non-technical information, including without limitation patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, software programs and software source documents related to the current, future and proposed products and services of each of the parties, and includes without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, business forecasts and marketing plans and information. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

"Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products, as well as all related Intellectual Property Rights. For the avoidance of doubt, Content includes all original expressions in any media, as well as any derivations of such original expressions.

"Customer" means the school, school district, educational institution or other organization that signed the Quote.

"Customer Data" means: (i) data provided by the Customer in connection with the Products; and (ii) data generated by Authorized Users' use of the Products that is associated with an individual person. The categories of data collected by Products are described in the Categories of Data Collected by Product available at https://doc.renlearn.com/KMNet/R62941.pdf. For the avoidance of doubt, Customer Data does not include Deidentified Data or system performance, transactional, or other similar statistics or analytics.

"Data Protection Addendum" means Exhibit D to these Terms of Service and applies to PII based on the location of the applicable individual as set forth in the Data Protection Addendum. Renaissance reserves the right to update Exhibit D in its sole discretion.

"Deidentified Data" means Customer Data that has had any PII removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

"Deliverables" means any work product or materials to be developed or delivered by Renaissance in connection with the Products or Services, as well as all related Intellectual Property Rights.

"Intellectual Property Rights" means patents, patent rights, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations of patents; registered and unregistered trademarks and service marks, trademark and service mark rights, trade names, and domain names; registered and unregistered copyrights; trade secrets and inventions, whether patentable or unpatentable; all other intellectual, industrial, or proprietary rights as now existing or that come into existence; and pending applications for and registrations of any of the foregoing; whether arising under the laws of the United States or laws of any other state, country, or jurisdiction in the world.

"Person" means a person, entity or organization.

"Personally Identifiable Information or PII" is defined in the Data Protection Addendum.

"Premium Hybrid Products" means the paid and free versions of the educational online software products (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) listed on Exhibit C, access to which is being provided to Customer under the Agreement. Renaissance reserves the right to update Exhibit C in its sole discretion.

"Products" means the Premium Hybrid Products and other educational online software products identified in the Quote (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) distributed by Renaissance or one of its Affiliates.

"Quote" means that certain document identified as a sales quote, provided by Renaissance to Customer and accepted by Customer, setting forth certain Products or Services being obtained by Customer from Renaissance for a specified Subscription Period, as well as such other business terms to which the parties agree to be bound, and which expressly incorporates these Terms of Services.

"Recipient" means a party or its Affiliate that receives Confidential Information of the other party.

"Renaissance" means Renaissance Learning, Inc., a Wisconsin corporation.

"Renaissance Data" means the Deidentified Data and the performance, system and operational data created by Renaissance.

"Services" means those professional services identified in the Quote and any other professional, technical or support services that Renaissance provides to Customer as set forth in a Quote or Statement of Work.

"Service Suspension" means the term as described in Section 2(b)(v).

"Subscription Period" means the time during which Customer's Authorized User are authorized under the Agreement to access the Products. The Subscription Period starts and ends on the dates proscribed in the Quote, unless the Agreement is terminated early by either party; then, the Subscription Period ends on the date of termination.

"Term" means the term as described in Section 5(a).

"Terms of Service" means this Terms of Service and License document and all of the exhibits to it, each of which is incorporated and made part of the Terms of Service.

"Third-Party Services" means hardware, software, content, data or services not provided by Renaissance.

"Valid Login Information" means usernames and passwords or other credentials that Customers or Authorized Users use to access the Products.

EXHIBIT B

Additional Terms and Conditions - Services

Customer agrees to the following for any Services ("Training") made available to it either remotely or on-site:

a. To provide facilities that are conducive to adult learning, including, without limitation, a computer, broadband Internet connection and two-way sound for each of Customer's participants.
b. To participate in a pre-planning meeting with Renaissance (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing Renaissance to tailor the Training content to the specific needs of the participants. Renaissance will focus the Training on learning outcomes agreed to during the pre-planning meeting. Renaissance will also strive to adapt the Training to meet needs raised at the Training.
c. To absorb actual out-of-pocket travel expenses incurred due to Customer's last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to $750.
d. To use any Services within the Subscription Period. Otherwise, Customer risks losing those services, in Renaissance's discretion.
e. To Renaissance's using third parties to assist with the Services (Renaissance will be responsible for ensuring their integrity and compliance with the Agreement, as well as their compensation and expenses).
f. To refrain, without Renaissance's written consent, from recording the Training and from copying or sharing any materials or Content.

Exhibit C

Premium Hybrid Products

Freckle

Lalilo

Exhibit D

Data Protection Addendum

Found at https://doc.renlearn.com/KMNet/R62068.pdf

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 Formula Grant

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4450E	7300	3690	9410	99930	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 305,940.00	$ 17,940.00	$	$ 288,000.00	$ 41,750.00	$ 246,250.00

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: ESSER III

Account Name: ESSER III Formula Grant 2023-2024

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4450E	7300	3690	9410	99930	

Amount: $ 145,200

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 # 22. 23-1206 2/28/2023

Title and Board Action Requested

Approve the sole source purchase of International Baccalaureate Examinations from International Baccalaureate Organization and authorize the purchase for $58,667.00.

Executive Summary

The Principal of F.W. Springstead High School, on behalf of the Superintendent of Schools, hereby requests the Board approval for the sole source purchase of International Baccalaureate Examinations.

My Contact

Dana Pearce
Principal of F.W. Springstead High School
352-797-7010
Pearce_d@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is $ 58,667.00, see attached budget sheet. The cost for the previous fiscal year was $ 57,834.00.

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.

Invoice

International Baccalaureate®
Baccalauréat International
Bachillerato Internacional

John Imhof Springstead High School 3300 Mariner Boulevard Spring Hill FL 34609 United States	School / Ac.No :S003284 Programme :DP Invoice Number :12329507 Invoice Date :16-NOV-2022

Here are the charges for the Exam Fee

Description	No.	Price USD	Total USD
Subject fee (per candidate)	493	119.00	58,667.00
Total charges excluding tax			58,667.00
Plus tax		0 % @58,667.00	
Total charges including tax			58,667.00

TOTAL PAYABLE IN USD	**58,667.00**

Payment

Payment terms are 30 days from invoice date in full without deductions or withholdings. Please make payment quoting your **school code** and **invoice number** to:

Beneficiary Name	:	International Baccalaureate Organization
Bank Name	:	JPMorgan Chase Bank N.A
Bank Address	:	4 New York Plaza, 17th Floor, New York, NY, United States 10004
Bank Account Number	:	6302307847
Bank Swift Code	:	CHASUS33
Bank Routing Number	:	021000021

Schools in US and Canada - payment by USD check only:
International Baccalaureate Organization
PO Box 5950, New York, NY 10087-5950

If you need help

Telephone: +1 301 202 3176 (North America)

Email : myaccount@ibo.org

When making payment(s) to the IB, please provide your school code and details of payment including invoice number, so we can update your account timely and accurately.

Thank you for your support and understanding.

Payment is made in consideration for the IB's services and constitutes an acceptance of and agreement to the rules, regulations and other terms and conditions, accessible at http://www.ibo.org/.

International Baccalaureate Organization
Route des Morillons 15, CH-1218 Grand-Saconnex, Switzerland
Swiss VAT no: CHE - 107.025.266 TVA
NL VAT Number: NL822771998B01
Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001

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Here is a breakdown of charges for the DP May Examination:

Candidate Name	Candidate Code	Subject	Description	Price USD
AALIYAH LAWRENCE	kcx425	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
AALIYAH LAWRENCE			**SUB TOTAL**	119.00
ABIGAIL SALLINGS	jpf863	BIOLOGY	Subject fee (per candidate)	119.00
ABIGAIL SALLINGS	jpf863	ENGLISH A LAL	Subject fee (per candidate)	119.00
ABIGAIL SALLINGS	jpf863	ENV. AND SOC.	Subject fee (per candidate)	119.00
ABIGAIL SALLINGS	jpf863	SPANISH B	Subject fee (per candidate)	119.00
ABIGAIL SALLINGS			**SUB TOTAL**	476.00
ADRIANA MASOTTI	jpf862	ENGLISH A LAL	Subject fee (per candidate)	119.00
ADRIANA MASOTTI	jpf862	ENV. AND SOC.	Subject fee (per candidate)	119.00
ADRIANA MASOTTI	jpf862	HISTORY	Subject fee (per candidate)	119.00
ADRIANA MASOTTI	jpf862	LATIN	Subject fee (per candidate)	119.00
ADRIANA MASOTTI	jpf862	MATH ANALYSIS	Subject fee (per candidate)	119.00
ADRIANA MASOTTI			**SUB TOTAL**	595.00
AIDAN BERNARDO	kcx424	CHEMISTRY	Subject fee (per candidate)	119.00
AIDAN BERNARDO	kcx424	MATH ANALYSIS	Subject fee (per candidate)	119.00
AIDAN BERNARDO			**SUB TOTAL**	238.00
AIDAN BUIE	kcx423	CHEMISTRY	Subject fee (per candidate)	119.00
AIDAN BUIE			**SUB TOTAL**	119.00
AIDAN LYNCH	jpf861	BIOLOGY	Subject fee (per candidate)	119.00
AIDAN LYNCH	jpf861	ENGLISH A LAL	Subject fee (per candidate)	119.00
AIDAN LYNCH	jpf861	ENV. AND SOC.	Subject fee (per candidate)	119.00
AIDAN LYNCH	jpf861	HISTORY	Subject fee (per candidate)	119.00
AIDAN LYNCH			**SUB TOTAL**	476.00
AIDEN CORDERO	kcx422	WORLD RELIG.	Subject fee (per candidate)	119.00
AIDEN CORDERO			**SUB TOTAL**	119.00
ALAYNA ROGINSKY	kcx421	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
ALAYNA ROGINSKY			**SUB TOTAL**	119.00
ALEXIS ADELMAN	kcx419	ENV. AND SOC.	Subject fee (per candidate)	119.00
ALEXIS ADELMAN			**SUB TOTAL**	119.00
ALICIA SHEPPARD	kcx418	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
ALICIA SHEPPARD			**SUB TOTAL**	119.00
ALIVIA APONTI	jpf859	BIOLOGY	Subject fee (per candidate)	119.00
ALIVIA APONTI	jpf859	ENGLISH A LAL	Subject fee (per candidate)	119.00
ALIVIA APONTI	jpf859	ENV. AND SOC.	Subject fee (per candidate)	119.00
ALIVIA APONTI	jpf859	HISTORY	Subject fee (per candidate)	119.00
ALIVIA APONTI	jpf859	LATIN	Subject fee (per candidate)	119.00
ALIVIA APONTI	jpf859	MATH APPS	Subject fee (per candidate)	119.00
ALIVIA APONTI			**SUB TOTAL**	714.00
ALLAN AN	kcx417	BIOLOGY	Subject fee (per candidate)	119.00
ALLAN AN			**SUB TOTAL**	119.00
ALYSSA BEETZ	kcx416	ENV. AND SOC.	Subject fee (per candidate)	119.00
ALYSSA BEETZ			**SUB TOTAL**	119.00
ALYSSA SALSO	kcx415	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
ALYSSA SALSO	kcx415	WORLD RELIG.	Subject fee (per candidate)	119.00
ALYSSA SALSO			**SUB TOTAL**	238.00
AMELIA ESPOSITO	kcx414	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
AMELIA ESPOSITO			**SUB TOTAL**	119.00
AMY JONES	kcx413	CHEMISTRY	Subject fee (per candidate)	119.00
AMY JONES	kcx413	MATH ANALYSIS	Subject fee (per candidate)	119.00
AMY JONES			**SUB TOTAL**	238.00
ANDREW DANCHISE	kcx412	SPORTS EX SCI	Subject fee (per candidate)	119.00
ANDREW DANCHISE			**SUB TOTAL**	119.00
ANNA DOZMOROVA	jpf857	BIOLOGY	Subject fee (per candidate)	119.00
ANNA DOZMOROVA	jpf857	ENGLISH A LAL	Subject fee (per candidate)	119.00
ANNA DOZMOROVA	jpf857	HISTORY	Subject fee (per candidate)	119.00
ANNA DOZMOROVA	jpf857	MATH ANALYSIS	Subject fee (per candidate)	119.00

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ANNA DOZMOROVA	jpf857	SPANISH B	Subject fee (per candidate)	119.00
ANNA DOZMOROVA			**SUB TOTAL**	595.00
ANTONIETTA CARUANA	jpf856	BIOLOGY	Subject fee (per candidate)	119.00
ANTONIETTA CARUANA	jpf856	ENGLISH A LAL	Subject fee (per candidate)	119.00
ANTONIETTA CARUANA	jpf856	HISTORY	Subject fee (per candidate)	119.00
ANTONIETTA CARUANA	jpf856	MATH APPS	Subject fee (per candidate)	119.00
ANTONIETTA CARUANA	jpf856	SPANISH B	Subject fee (per candidate)	119.00
ANTONIETTA CARUANA			**SUB TOTAL**	595.00
ARIANNA DURRUM	kcx411	SPORTS EX SCI	Subject fee (per candidate)	119.00
ARIANNA DURRUM			**SUB TOTAL**	119.00
ARTHUR WALCZAK	kcx410	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
ARTHUR WALCZAK			**SUB TOTAL**	119.00
AVA KANAAR	kcx409	SPORTS EX SCI	Subject fee (per candidate)	119.00
AVA KANAAR			**SUB TOTAL**	119.00
BONITA LUNT	kcx408	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
BONITA LUNT	kcx408	WORLD RELIG.	Subject fee (per candidate)	119.00
BONITA LUNT			**SUB TOTAL**	238.00
BRENDAN YOUNG	jpf855	BIOLOGY	Subject fee (per candidate)	119.00
BRENDAN YOUNG	jpf855	ENGLISH A LAL	Subject fee (per candidate)	119.00
BRENDAN YOUNG	jpf855	HISTORY	Subject fee (per candidate)	119.00
BRENDAN YOUNG	jpf855	MATH ANALYSIS	Subject fee (per candidate)	119.00
BRENDAN YOUNG	jpf855	SPANISH B	Subject fee (per candidate)	119.00
BRENDAN YOUNG			**SUB TOTAL**	595.00
BRENNAN BUTLER	kcx407	CHEMISTRY	Subject fee (per candidate)	119.00
BRENNAN BUTLER	kcx407	MATH ANALYSIS	Subject fee (per candidate)	119.00
BRENNAN BUTLER			**SUB TOTAL**	238.00
BRETT CIASTKO	kcx406	WORLD RELIG.	Subject fee (per candidate)	119.00
BRETT CIASTKO			**SUB TOTAL**	119.00
BROOKE MUNTZ	kcx405	SPORTS EX SCI	Subject fee (per candidate)	119.00
BROOKE MUNTZ			**SUB TOTAL**	119.00
CADENCE HEATH	kcx404	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
CADENCE HEATH			**SUB TOTAL**	119.00
CALEB SBANI	jpf853	BIOLOGY	Subject fee (per candidate)	119.00
CALEB SBANI	jpf853	ENGLISH A LAL	Subject fee (per candidate)	119.00
CALEB SBANI	jpf853	ENV. AND SOC.	Subject fee (per candidate)	119.00
CALEB SBANI	jpf853	LATIN	Subject fee (per candidate)	119.00
CALEB SBANI			**SUB TOTAL**	476.00
CAMILLA LA ROSA	kcx403	ENV. AND SOC.	Subject fee (per candidate)	119.00
CAMILLA LA ROSA			**SUB TOTAL**	119.00
CARTER TOMASKY	kcx402	ENV. AND SOC.	Subject fee (per candidate)	119.00
CARTER TOMASKY	kcx402	MATH ANALYSIS	Subject fee (per candidate)	119.00
CARTER TOMASKY	kcx402	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
CARTER TOMASKY			**SUB TOTAL**	357.00
CASSANDRA CARSON	kcx401	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
CASSANDRA CARSON			**SUB TOTAL**	119.00
CHARLES LANCASTER	jpf852	BIOLOGY	Subject fee (per candidate)	119.00
CHARLES LANCASTER	jpf852	ENGLISH A LAL	Subject fee (per candidate)	119.00
CHARLES LANCASTER	jpf852	HISTORY	Subject fee (per candidate)	119.00
CHARLES LANCASTER	jpf852	LATIN	Subject fee (per candidate)	119.00
CHARLES LANCASTER	jpf852	MATH APPS	Subject fee (per candidate)	119.00
CHARLES LANCASTER			**SUB TOTAL**	595.00
CHERISH LE	kcx400	ENGLISH A LAL	Subject fee (per candidate)	119.00
CHERISH LE	kcx400	WORLD RELIG.	Subject fee (per candidate)	119.00
CHERISH LE			**SUB TOTAL**	238.00
CHRISTIAN SANTIAGO	jpf851	BIOLOGY	Subject fee (per candidate)	119.00
CHRISTIAN SANTIAGO	jpf851	ENGLISH A LAL	Subject fee (per candidate)	119.00
CHRISTIAN SANTIAGO	jpf851	HISTORY	Subject fee (per candidate)	119.00
CHRISTIAN SANTIAGO	jpf851	MATH APPS	Subject fee (per candidate)	119.00
CHRISTIAN SANTIAGO	jpf851	SPANISH B	Subject fee (per candidate)	119.00

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CHRISTIAN SANTIAGO	jpf851	SPORTS EX SCI	Subject fee (per candidate)	119.00
CHRISTIAN SANTIAGO			**SUB TOTAL**	714.00
CHRISTOPHER BITTNER	jpf850	ENGLISH A LAL	Subject fee (per candidate)	119.00
CHRISTOPHER BITTNER	jpf850	WORLD RELIG.	Subject fee (per candidate)	119.00
CHRISTOPHER BITTNER			**SUB TOTAL**	238.00
CIARA CALDERON	jpf849	BIOLOGY	Subject fee (per candidate)	119.00
CIARA CALDERON	jpf849	ENGLISH A LAL	Subject fee (per candidate)	119.00
CIARA CALDERON	jpf849	ENV. AND SOC.	Subject fee (per candidate)	119.00
CIARA CALDERON	jpf849	SPANISH B	Subject fee (per candidate)	119.00
CIARA CALDERON			**SUB TOTAL**	476.00
CONNER THORPE	kcx399	ENGLISH A LAL	Subject fee (per candidate)	119.00
CONNER THORPE			**SUB TOTAL**	119.00
CRISTIAN MEJIA	kcx398	SPORTS EX SCI	Subject fee (per candidate)	119.00
CRISTIAN MEJIA			**SUB TOTAL**	119.00
CYNTHIA CASTILLO	jpf848	BIOLOGY	Subject fee (per candidate)	119.00
CYNTHIA CASTILLO	jpf848	ENGLISH A LAL	Subject fee (per candidate)	119.00
CYNTHIA CASTILLO	jpf848	ENV. AND SOC.	Subject fee (per candidate)	119.00
CYNTHIA CASTILLO	jpf848	MATH APPS	Subject fee (per candidate)	119.00
CYNTHIA CASTILLO	jpf848	SPANISH B	Subject fee (per candidate)	119.00
CYNTHIA CASTILLO			**SUB TOTAL**	595.00
DAMIAN MORAN	kcx397	WORLD RELIG.	Subject fee (per candidate)	119.00
DAMIAN MORAN			**SUB TOTAL**	119.00
DAMON BUCKNER	kcx396	CHEMISTRY	Subject fee (per candidate)	119.00
DAMON BUCKNER			**SUB TOTAL**	119.00
DAVID BOND	jpf847	BIOLOGY	Subject fee (per candidate)	119.00
DAVID BOND	jpf847	ENGLISH A LAL	Subject fee (per candidate)	119.00
DAVID BOND	jpf847	HISTORY	Subject fee (per candidate)	119.00
DAVID BOND	jpf847	MATH APPS	Subject fee (per candidate)	119.00
DAVID BOND	jpf847	SPANISH B	Subject fee (per candidate)	119.00
DAVID BOND			**SUB TOTAL**	595.00
DESIREE GARCIA	kcx395	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
DESIREE GARCIA			**SUB TOTAL**	119.00
DIANA LOUIS	jpf845	BIOLOGY	Subject fee (per candidate)	119.00
DIANA LOUIS	jpf845	ENGLISH A LAL	Subject fee (per candidate)	119.00
DIANA LOUIS	jpf845	HISTORY	Subject fee (per candidate)	119.00
DIANA LOUIS	jpf845	MATH ANALYSIS	Subject fee (per candidate)	119.00
DIANA LOUIS	jpf845	SPANISH B	Subject fee (per candidate)	119.00
DIANA LOUIS			**SUB TOTAL**	595.00
ELIJAH TOLER	jpf843	BIOLOGY	Subject fee (per candidate)	119.00
ELIJAH TOLER	jpf843	ENGLISH A LAL	Subject fee (per candidate)	119.00
ELIJAH TOLER	jpf843	HISTORY	Subject fee (per candidate)	119.00
ELIJAH TOLER	jpf843	LATIN	Subject fee (per candidate)	119.00
ELIJAH TOLER	jpf843	MATH ANALYSIS	Subject fee (per candidate)	119.00
ELIJAH TOLER			**SUB TOTAL**	595.00
ELIZABETH GALLIMORE	jpf842	BIOLOGY	Subject fee (per candidate)	119.00
ELIZABETH GALLIMORE	jpf842	ENGLISH A LAL	Subject fee (per candidate)	119.00
ELIZABETH GALLIMORE	jpf842	HISTORY	Subject fee (per candidate)	119.00
ELIZABETH GALLIMORE	jpf842	MATH APPS	Subject fee (per candidate)	119.00
ELIZABETH GALLIMORE	jpf842	SPANISH B	Subject fee (per candidate)	119.00
ELIZABETH GALLIMORE			**SUB TOTAL**	595.00
ELIZABETH MUNGUIA-CHONG	kcx394	ENV. AND SOC.	Subject fee (per candidate)	119.00
ELIZABETH MUNGUIA-CHONG			**SUB TOTAL**	119.00
ELLA AZDELL	jpf841	BIOLOGY	Subject fee (per candidate)	119.00
ELLA AZDELL	jpf841	ENGLISH A LAL	Subject fee (per candidate)	119.00
ELLA AZDELL	jpf841	ENV. AND SOC.	Subject fee (per candidate)	119.00
ELLA AZDELL	jpf841	HISTORY	Subject fee (per candidate)	119.00
ELLA AZDELL	jpf841	MATH APPS	Subject fee (per candidate)	119.00
ELLA AZDELL	jpf841	SPANISH B	Subject fee (per candidate)	119.00
ELLA AZDELL			**SUB TOTAL**	714.00
ELLA NEESHAM	kcx393	MATH ANALYSIS	Subject fee (per candidate)	119.00
ELLA NEESHAM	kcx393	SPORTS EX SCI	Subject fee (per candidate)	119.00
ELLA NEESHAM			**SUB TOTAL**	238.00
EMILIE ERB	jpf840	BIOLOGY	Subject fee (per candidate)	119.00

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EMILIE ERB	jpf840	CHEMISTRY	Subject fee (per candidate)	119.00
EMILIE ERB	jpf840	ENGLISH A LAL	Subject fee (per candidate)	119.00
EMILIE ERB	jpf840	HISTORY	Subject fee (per candidate)	119.00
EMILIE ERB	jpf840	MATH ANALYSIS	Subject fee (per candidate)	119.00
EMILIE ERB	jpf840	SPANISH B	Subject fee (per candidate)	119.00
EMILIE ERB			**SUB TOTAL**	714.00
EMILY CROSBY	kcx392	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
EMILY CROSBY			**SUB TOTAL**	119.00
EMILY GEMBICKI-MARTINS	jpf839	BIOLOGY	Subject fee (per candidate)	119.00
EMILY GEMBICKI-MARTINS	jpf839	ENGLISH A LAL	Subject fee (per candidate)	119.00
EMILY GEMBICKI-MARTINS	jpf839	HISTORY	Subject fee (per candidate)	119.00
EMILY GEMBICKI-MARTINS	jpf839	LATIN	Subject fee (per candidate)	119.00
EMILY GEMBICKI-MARTINS			**SUB TOTAL**	476.00
EMMA BERRY	jpf838	BIOLOGY	Subject fee (per candidate)	119.00
EMMA BERRY	jpf838	ENGLISH A LAL	Subject fee (per candidate)	119.00
EMMA BERRY	jpf838	HISTORY	Subject fee (per candidate)	119.00
EMMA BERRY	jpf838	MATH ANALYSIS	Subject fee (per candidate)	119.00
EMMA BERRY	jpf838	SPANISH B	Subject fee (per candidate)	119.00
EMMA BERRY	jpf838	SPORTS EX SCI	Subject fee (per candidate)	119.00
EMMA BERRY			**SUB TOTAL**	714.00
EMMA WOZNIAK	kcx391	SPORTS EX SCI	Subject fee (per candidate)	119.00
EMMA WOZNIAK			**SUB TOTAL**	119.00
EVALEE TORRES	kcx390	WORLD RELIG.	Subject fee (per candidate)	119.00
EVALEE TORRES			**SUB TOTAL**	119.00
EVAN KRUEGER	kcx389	ENV. AND SOC.	Subject fee (per candidate)	119.00
EVAN KRUEGER	kcx389	MATH ANALYSIS	Subject fee (per candidate)	119.00
EVAN KRUEGER			**SUB TOTAL**	238.00
EVAN SCHULTZ	kcx388	CHEMISTRY	Subject fee (per candidate)	119.00
EVAN SCHULTZ			**SUB TOTAL**	119.00
FAITH AVERY	jpf891	ENV. AND SOC.	Subject fee (per candidate)	119.00
FAITH AVERY	jpf891	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
FAITH AVERY			**SUB TOTAL**	238.00
FELICIA MASOTTI	jpf837	BIOLOGY	Subject fee (per candidate)	119.00
FELICIA MASOTTI	jpf837	ENGLISH A LAL	Subject fee (per candidate)	119.00
FELICIA MASOTTI	jpf837	HISTORY	Subject fee (per candidate)	119.00
FELICIA MASOTTI	jpf837	LATIN	Subject fee (per candidate)	119.00
FELICIA MASOTTI			**SUB TOTAL**	476.00
GABRIANNA QUIROS	kcx387	BIOLOGY	Subject fee (per candidate)	119.00
GABRIANNA QUIROS	kcx387	WORLD RELIG.	Subject fee (per candidate)	119.00
GABRIANNA QUIROS			**SUB TOTAL**	238.00
GABRIELLE DERRY	kcx386	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
GABRIELLE DERRY			**SUB TOTAL**	119.00
GIANNA SHEPPARD	jpf836	BIOLOGY	Subject fee (per candidate)	119.00
GIANNA SHEPPARD	jpf836	ENGLISH A LAL	Subject fee (per candidate)	119.00
GIANNA SHEPPARD	jpf836	ENV. AND SOC.	Subject fee (per candidate)	119.00
GIANNA SHEPPARD	jpf836	MATH APPS	Subject fee (per candidate)	119.00
GIANNA SHEPPARD	jpf836	SPANISH B	Subject fee (per candidate)	119.00
GIANNA SHEPPARD			**SUB TOTAL**	595.00
HAILEY FANNIN	jpf835	BIOLOGY	Subject fee (per candidate)	119.00
HAILEY FANNIN	jpf835	ENGLISH A LAL	Subject fee (per candidate)	119.00
HAILEY FANNIN	jpf835	HISTORY	Subject fee (per candidate)	119.00
HAILEY FANNIN	jpf835	MATH ANALYSIS	Subject fee (per candidate)	119.00
HAILEY FANNIN	jpf835	SPANISH B	Subject fee (per candidate)	119.00
HAILEY FANNIN			**SUB TOTAL**	595.00
HALEIGH FRANK	jpf834	BIOLOGY	Subject fee (per candidate)	119.00
HALEIGH FRANK	jpf834	ENGLISH A LAL	Subject fee (per candidate)	119.00
HALEIGH FRANK	jpf834	HISTORY	Subject fee (per candidate)	119.00
HALEIGH FRANK	jpf834	LATIN	Subject fee (per candidate)	119.00
HALEIGH FRANK	jpf834	MATH APPS	Subject fee (per candidate)	119.00
HALEIGH FRANK			**SUB TOTAL**	595.00
HALEY SANCHEZ	kcx385	SPORTS EX	Subject fee (per candidate)	119.00

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HALEY SANCHEZ			**SUB TOTAL**	119.00
HANNAH APPLETON	jpf833	ENGLISH A LAL	Subject fee (per candidate)	119.00
HANNAH APPLETON	jpf833	HISTORY	Subject fee (per candidate)	119.00
HANNAH APPLETON	jpf833	LATIN	Subject fee (per candidate)	119.00
HANNAH APPLETON	jpf833	MATH ANALYSIS	Subject fee (per candidate)	119.00
HANNAH APPLETON	jpf833	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
HANNAH APPLETON			**SUB TOTAL**	595.00
HANNAH BUTTERFIELD	jpf832	BIOLOGY	Subject fee (per candidate)	119.00
HANNAH BUTTERFIELD	jpf832	ENGLISH A LAL	Subject fee (per candidate)	119.00
HANNAH BUTTERFIELD	jpf832	HISTORY	Subject fee (per candidate)	119.00
HANNAH BUTTERFIELD	jpf832	MATH ANALYSIS	Subject fee (per candidate)	119.00
HANNAH BUTTERFIELD	jpf832	SPANISH B	Subject fee (per candidate)	119.00
HANNAH BUTTERFIELD	jpf832	WORLD RELIG.	Subject fee (per candidate)	119.00
HANNAH BUTTERFIELD			**SUB TOTAL**	714.00
HANNAH LE	kcx348	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
HANNAH LE			**SUB TOTAL**	119.00
HANNAH PAOLILLO	jpf831	BIOLOGY	Subject fee (per candidate)	119.00
HANNAH PAOLILLO	jpf831	ENGLISH A LAL	Subject fee (per candidate)	119.00
HANNAH PAOLILLO	jpf831	HISTORY	Subject fee (per candidate)	119.00
HANNAH PAOLILLO	jpf831	LATIN	Subject fee (per candidate)	119.00
HANNAH PAOLILLO	jpf831	MATH ANALYSIS	Subject fee (per candidate)	119.00
HANNAH PAOLILLO			**SUB TOTAL**	595.00
HARRISON CELT	kcx347	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
HARRISON CELT	kcx347	WORLD RELIG.	Subject fee (per candidate)	119.00
HARRISON CELT			**SUB TOTAL**	238.00
HARSH MEHTA	kcx346	CHEMISTRY	Subject fee (per candidate)	119.00
HARSH MEHTA	kcx346	MATH ANALYSIS	Subject fee (per candidate)	119.00
HARSH MEHTA			**SUB TOTAL**	238.00
HAVEN DONO	jpf830	BIOLOGY	Subject fee (per candidate)	119.00
HAVEN DONO	jpf830	ENGLISH A LAL	Subject fee (per candidate)	119.00
HAVEN DONO	jpf830	HISTORY	Subject fee (per candidate)	119.00
HAVEN DONO	jpf830	MATH ANALYSIS	Subject fee (per candidate)	119.00
HAVEN DONO	jpf830	SPANISH B	Subject fee (per candidate)	119.00
HAVEN DONO			**SUB TOTAL**	595.00
HAYDEN JOSE	kcx345	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
HAYDEN JOSE			**SUB TOTAL**	119.00
HAYLEY MCCALL	jpf829	ENGLISH A LAL	Subject fee (per candidate)	119.00
HAYLEY MCCALL	jpf829	ENV. AND SOC.	Subject fee (per candidate)	119.00
HAYLEY MCCALL	jpf829	HISTORY	Subject fee (per candidate)	119.00
HAYLEY MCCALL	jpf829	MATH ANALYSIS	Subject fee (per candidate)	119.00
HAYLEY MCCALL	jpf829	SPANISH B	Subject fee (per candidate)	119.00
HAYLEY MCCALL			**SUB TOTAL**	595.00
HEIDI URBAN	jpf827	BIOLOGY	Subject fee (per candidate)	119.00
HEIDI URBAN	jpf827	ENGLISH A LAL	Subject fee (per candidate)	119.00
HEIDI URBAN	jpf827	MATH ANALYSIS	Subject fee (per candidate)	119.00
HEIDI URBAN	jpf827	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
HEIDI URBAN	jpf827	SPANISH B	Subject fee (per candidate)	119.00
HEIDI URBAN			**SUB TOTAL**	595.00
HOPE MILLER	jpf826	BIOLOGY	Subject fee (per candidate)	119.00
HOPE MILLER	jpf826	ENGLISH A LAL	Subject fee (per candidate)	119.00
HOPE MILLER	jpf826	HISTORY	Subject fee (per candidate)	119.00
HOPE MILLER	jpf826	LATIN	Subject fee (per candidate)	119.00
HOPE MILLER	jpf826	MATH ANALYSIS	Subject fee (per candidate)	119.00
HOPE MILLER			**SUB TOTAL**	595.00
IMALAY HERNANDEZ-MORALES	kcx344	WORLD RELIG.	Subject fee (per candidate)	119.00
IMALAY HERNANDEZ-MORALES			**SUB TOTAL**	119.00

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IRIS BUI	jpf825	BIOLOGY	Subject fee (per candidate)	119.00
IRIS BUI	jpf825	ENGLISH A LAL	Subject fee (per candidate)	119.00
IRIS BUI	jpf825	HISTORY	Subject fee (per candidate)	119.00
IRIS BUI	jpf825	LATIN	Subject fee (per candidate)	119.00
IRIS BUI	jpf825	MATH ANALYSIS	Subject fee (per candidate)	119.00
IRIS BUI			**SUB TOTAL**	595.00
ISAAC ROSARIO	kcx343	ENV. AND SOC.	Subject fee (per candidate)	119.00
ISAAC ROSARIO	kcx343	MATH ANALYSIS	Subject fee (per candidate)	119.00
ISAAC ROSARIO			**SUB TOTAL**	238.00
ISABEL QUIRINDONGO	kcx342	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
ISABEL QUIRINDONGO			**SUB TOTAL**	119.00
ISABELLA BARCO	kcx341	SPANISH B	Subject fee (per candidate)	119.00
ISABELLA BARCO			**SUB TOTAL**	119.00
ISABELLA NUNAG	kcx340	SPORTS EX SCI	Subject fee (per candidate)	119.00
ISABELLA NUNAG			**SUB TOTAL**	119.00
JACOB LAWRENCE	kcx339	WORLD RELIG.	Subject fee (per candidate)	119.00
JACOB LAWRENCE			**SUB TOTAL**	119.00
JAI ARIYAH COOPER	kcx338	CHEMISTRY	Subject fee (per candidate)	119.00
JAI ARIYAH COOPER	kcx338	MATH ANALYSIS	Subject fee (per candidate)	119.00
JAI ARIYAH COOPER	kcx338	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
JAI ARIYAH COOPER			**SUB TOTAL**	357.00
JAIDEN CHECHILE	kcx337	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
JAIDEN CHECHILE			**SUB TOTAL**	119.00
JAKE VOLLMER	jpf823	ENGLISH A LAL	Subject fee (per candidate)	119.00
JAKE VOLLMER	jpf823	ENV. AND SOC.	Subject fee (per candidate)	119.00
JAKE VOLLMER	jpf823	HISTORY	Subject fee (per candidate)	119.00
JAKE VOLLMER	jpf823	LATIN	Subject fee (per candidate)	119.00
JAKE VOLLMER	jpf823	MATH APPS	Subject fee (per candidate)	119.00
JAKE VOLLMER			**SUB TOTAL**	595.00
JAMES BARRETT	jpf822	BIOLOGY	Subject fee (per candidate)	119.00
JAMES BARRETT	jpf822	ENGLISH A LAL	Subject fee (per candidate)	119.00
JAMES BARRETT	jpf822	ENV. AND SOC.	Subject fee (per candidate)	119.00
JAMES BARRETT	jpf822	MATH ANALYSIS	Subject fee (per candidate)	119.00
JAMES BARRETT	jpf822	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
JAMES BARRETT	jpf822	SPANISH B	Subject fee (per candidate)	119.00
JAMES BARRETT			**SUB TOTAL**	714.00
JANE DARBY	kcx336	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
JANE DARBY			**SUB TOTAL**	119.00
JASHLEEN JAQUEZ	kcx335	ENGLISH A LAL	Subject fee (per candidate)	119.00
JASHLEEN JAQUEZ			**SUB TOTAL**	119.00
JAVONTAE WADDY	jpf819	BIOLOGY	Subject fee (per candidate)	119.00
JAVONTAE WADDY	jpf819	ENGLISH A LAL	Subject fee (per candidate)	119.00
JAVONTAE WADDY	jpf819	MATH APPS	Subject fee (per candidate)	119.00
JAVONTAE WADDY	jpf819	SPANISH B	Subject fee (per candidate)	119.00
JAVONTAE WADDY	jpf819	SPORTS EX SCI	Subject fee (per candidate)	119.00
JAVONTAE WADDY			**SUB TOTAL**	595.00
JAYDEN CEPHUS	kcx334	ENGLISH A LAL	Subject fee (per candidate)	119.00
JAYDEN CEPHUS			**SUB TOTAL**	119.00
JENNA SANFORD	jpf818	ENGLISH A LAL	Subject fee (per candidate)	119.00
JENNA SANFORD	jpf818	HISTORY	Subject fee (per candidate)	119.00
JENNA SANFORD	jpf818	LATIN	Subject fee (per candidate)	119.00
JENNA SANFORD	jpf818	WORLD RELIG.	Subject fee (per candidate)	119.00
JENNA SANFORD			**SUB TOTAL**	476.00
JESSE KOLBERG	kcx333	ENV. AND SOC.	Subject fee (per candidate)	119.00
JESSE KOLBERG			**SUB TOTAL**	119.00
JONATHAN JOSEPH	kcx332	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
JONATHAN JOSEPH			**SUB TOTAL**	119.00
JORDAN HEROD	kcx331	SPORTS EX	Subject fee (per candidate)	119.00

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JORDAN HEROD			**SUB TOTAL**	119.00
JOSEPH AREVALO	kcx330	ENV. AND SOC.	Subject fee (per candidate)	119.00
JOSEPH AREVALO	kcx330	MATH ANALYSIS	Subject fee (per candidate)	119.00
JOSEPH AREVALO			**SUB TOTAL**	238.00
JOSEPH FLYNN	jpf816	BIOLOGY	Subject fee (per candidate)	119.00
JOSEPH FLYNN	jpf816	ENGLISH A LAL	Subject fee (per candidate)	119.00
JOSEPH FLYNN	jpf816	HISTORY	Subject fee (per candidate)	119.00
JOSEPH FLYNN	jpf816	SPANISH B	Subject fee (per candidate)	119.00
JOSEPH FLYNN			**SUB TOTAL**	476.00
JOSEPH STAUBITZ II	kcx329	SPORTS EX SCI	Subject fee (per candidate)	119.00
JOSEPH STAUBITZ II			**SUB TOTAL**	119.00
JOSEPHINE CLURMAN	kcx328	MATH ANALYSIS	Subject fee (per candidate)	119.00
JOSEPHINE CLURMAN	kcx328	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
JOSEPHINE CLURMAN			**SUB TOTAL**	238.00
JOSHUA BREWER	kcx327	WORLD RELIG.	Subject fee (per candidate)	119.00
JOSHUA BREWER			**SUB TOTAL**	119.00
JOSHUA HILL	jpf815	HISTORY	Subject fee (per candidate)	119.00
JOSHUA HILL	jpf815	MATH ANALYSIS	Subject fee (per candidate)	119.00
JOSHUA HILL			**SUB TOTAL**	238.00
JULIA O'REILLY	kcx326	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
JULIA O'REILLY			**SUB TOTAL**	119.00
JULIANA DEFILIPPIS	kcx325	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
JULIANA DEFILIPPIS			**SUB TOTAL**	119.00
JUSTIN GIES	jpf813	BIOLOGY	Subject fee (per candidate)	119.00
JUSTIN GIES	jpf813	ENGLISH A LAL	Subject fee (per candidate)	119.00
JUSTIN GIES	jpf813	ENV. AND SOC.	Subject fee (per candidate)	119.00
JUSTIN GIES	jpf813	HISTORY	Subject fee (per candidate)	119.00
JUSTIN GIES	jpf813	MATH ANALYSIS	Subject fee (per candidate)	119.00
JUSTIN GIES	jpf813	SPANISH B	Subject fee (per candidate)	119.00
JUSTIN GIES			**SUB TOTAL**	714.00
KAILYN HURD	kcx324	WORLD RELIG.	Subject fee (per candidate)	119.00
KAILYN HURD			**SUB TOTAL**	119.00
KALIYANA THACH	kcx323	CHEMISTRY	Subject fee (per candidate)	119.00
KALIYANA THACH	kcx323	MATH ANALYSIS	Subject fee (per candidate)	119.00
KALIYANA THACH			**SUB TOTAL**	238.00
KAREEM BOURGHLI	jpf812	BIOLOGY	Subject fee (per candidate)	119.00
KAREEM BOURGHLI	jpf812	ENGLISH A LAL	Subject fee (per candidate)	119.00
KAREEM BOURGHLI	jpf812	HISTORY	Subject fee (per candidate)	119.00
KAREEM BOURGHLI	jpf812	LATIN	Subject fee (per candidate)	119.00
KAREEM BOURGHLI	jpf812	MATH APPS	Subject fee (per candidate)	119.00
KAREEM BOURGHLI			**SUB TOTAL**	595.00
KAYLEE PANDY	jpf811	ENGLISH A LAL	Subject fee (per candidate)	119.00
KAYLEE PANDY	jpf811	ENV. AND SOC.	Subject fee (per candidate)	119.00
KAYLEE PANDY	jpf811	HISTORY	Subject fee (per candidate)	119.00
KAYLEE PANDY	jpf811	MATH APPS	Subject fee (per candidate)	119.00
KAYLEE PANDY	jpf811	SPANISH B	Subject fee (per candidate)	119.00
KAYLEE PANDY			**SUB TOTAL**	595.00
KAYLYN DO	kcx322	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
KAYLYN DO			**SUB TOTAL**	119.00
KENDALL BUNCH	jpf810	BIOLOGY	Subject fee (per candidate)	119.00
KENDALL BUNCH	jpf810	ENGLISH A LAL	Subject fee (per candidate)	119.00
KENDALL BUNCH	jpf810	HISTORY	Subject fee (per candidate)	119.00
KENDALL BUNCH	jpf810	LATIN	Subject fee (per candidate)	119.00
KENDALL BUNCH	jpf810	MATH APPS	Subject fee (per candidate)	119.00
KENDALL BUNCH			**SUB TOTAL**	595.00
KENDALL GAWERECKI	kcx321	SPORTS EX SCI	Subject fee (per candidate)	119.00
KENDALL GAWERECKI			**SUB TOTAL**	119.00
KERRI DRESSER	kcx320	SOC.CUL.	Subject fee (per candidate)	119.00

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		ANTH.		
KERRI DRESSER	kcx320	WORLD RELIG.	Subject fee (per candidate)	119.00
KERRI DRESSER			**SUB TOTAL**	238.00
KEVIN WHITTEN	jpf809	LATIN	Subject fee (per candidate)	119.00
KEVIN WHITTEN	jpf809	MATH APPS	Subject fee (per candidate)	119.00
KEVIN WHITTEN			**SUB TOTAL**	238.00
KIM DO	kcx319	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
KIM DO			**SUB TOTAL**	119.00
KYRA SCHANIEL	kcx318	ENGLISH A LAL	Subject fee (per candidate)	119.00
KYRA SCHANIEL			**SUB TOTAL**	119.00
LAURENCE SCHRADE	kcx317	CHEMISTRY	Subject fee (per candidate)	119.00
LAURENCE SCHRADE	kcx317	MATH ANALYSIS	Subject fee (per candidate)	119.00
LAURENCE SCHRADE			**SUB TOTAL**	238.00
LEILA LYONS	jpf807	ENGLISH A LAL	Subject fee (per candidate)	119.00
LEILA LYONS	jpf807	ENV. AND SOC.	Subject fee (per candidate)	119.00
LEILA LYONS	jpf807	HISTORY	Subject fee (per candidate)	119.00
LEILA LYONS	jpf807	MATH APPS	Subject fee (per candidate)	119.00
LEILA LYONS	jpf807	SPANISH B	Subject fee (per candidate)	119.00
LEILA LYONS			**SUB TOTAL**	595.00
LIBERTY SAVARESE	kcx316	CHEMISTRY	Subject fee (per candidate)	119.00
LIBERTY SAVARESE			**SUB TOTAL**	119.00
LILY HO	jpf806	BIOLOGY	Subject fee (per candidate)	119.00
LILY HO	jpf806	ENGLISH A LAL	Subject fee (per candidate)	119.00
LILY HO	jpf806	ENV. AND SOC.	Subject fee (per candidate)	119.00
LILY HO	jpf806	HISTORY	Subject fee (per candidate)	119.00
LILY HO	jpf806	MATH APPS	Subject fee (per candidate)	119.00
LILY HO	jpf806	SPANISH B	Subject fee (per candidate)	119.00
LILY HO			**SUB TOTAL**	714.00
LOGAN BARB	kcx315	CHEMISTRY	Subject fee (per candidate)	119.00
LOGAN BARB			**SUB TOTAL**	119.00
LORENZO GUARINO	kcx314	ENGLISH A LAL	Subject fee (per candidate)	119.00
LORENZO GUARINO			**SUB TOTAL**	119.00
LUCAS PEREZ	jpf805	BIOLOGY	Subject fee (per candidate)	119.00
LUCAS PEREZ	jpf805	ENGLISH A LAL	Subject fee (per candidate)	119.00
LUCAS PEREZ	jpf805	HISTORY	Subject fee (per candidate)	119.00
LUCAS PEREZ	jpf805	LATIN	Subject fee (per candidate)	119.00
LUCAS PEREZ	jpf805	MATH APPS	Subject fee (per candidate)	119.00
LUCAS PEREZ			**SUB TOTAL**	595.00
LUCY WAGGONER	kcx313	WORLD RELIG.	Subject fee (per candidate)	119.00
LUCY WAGGONER			**SUB TOTAL**	119.00
LUIS ENRIQUE GONZALEZ VAZQUEZ	kcx312	BIOLOGY	Subject fee (per candidate)	119.00
LUIS ENRIQUE GONZALEZ VAZQUEZ	kcx312	ENGLISH A LAL	Subject fee (per candidate)	119.00
LUIS ENRIQUE GONZALEZ VAZQUEZ	kcx312	ENV. AND SOC.	Subject fee (per candidate)	119.00
LUIS ENRIQUE GONZALEZ VAZQUEZ	kcx312	SPORTS EX SCI	Subject fee (per candidate)	119.00
LUIS ENRIQUE GONZALEZ VAZQUEZ			**SUB TOTAL**	476.00
LUKE VISCHIO-DUFFY	jpf804	BIOLOGY	Subject fee (per candidate)	119.00
LUKE VISCHIO-DUFFY	jpf804	ENGLISH A LAL	Subject fee (per candidate)	119.00
LUKE VISCHIO-DUFFY	jpf804	MATH APPS	Subject fee (per candidate)	119.00
LUKE VISCHIO-DUFFY	jpf804	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
LUKE VISCHIO-DUFFY	jpf804	SPANISH B	Subject fee (per candidate)	119.00
LUKE VISCHIO-DUFFY			**SUB TOTAL**	595.00
LYANA RYAN	kcx311	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
LYANA RYAN			**SUB TOTAL**	119.00
MADISON SHEPPARD	jpf803	ENGLISH A LAL	Subject fee (per candidate)	119.00
MADISON SHEPPARD	jpf803	ENV. AND SOC.	Subject fee (per candidate)	119.00
MADISON SHEPPARD	jpf803	HISTORY	Subject fee (per candidate)	119.00
MADISON SHEPPARD	jpf803	LATIN	Subject fee (per candidate)	119.00
MADISON SHEPPARD	jpf803	MATH ANALYSIS	Subject fee (per candidate)	119.00
MADISON SHEPPARD			**SUB TOTAL**	595.00
MADISYN ALTIERI	jpf802	ENGLISH A LAL	Subject fee (per candidate)	119.00

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MADISYN ALTIERI	jpf802	ENV. AND SOC.	Subject fee (per candidate)	119.00
MADISYN ALTIERI	jpf802	HISTORY	Subject fee (per candidate)	119.00
MADISYN ALTIERI	jpf802	SPANISH B	Subject fee (per candidate)	119.00
MADISYN ALTIERI			**SUB TOTAL**	476.00
MAKENZIE ROSE	kcx309	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
MAKENZIE ROSE	kcx309	WORLD RELIG.	Subject fee (per candidate)	119.00
MAKENZIE ROSE			**SUB TOTAL**	238.00
MARCELO LAM	kcx308	ENV. AND SOC.	Subject fee (per candidate)	119.00
MARCELO LAM	kcx308	MATH ANALYSIS	Subject fee (per candidate)	119.00
MARCELO LAM			**SUB TOTAL**	238.00
MARISSA AMES	kcx307	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
MARISSA AMES	kcx307	WORLD RELIG.	Subject fee (per candidate)	119.00
MARISSA AMES			**SUB TOTAL**	238.00
MARLEE DIGUARDO BRANDT	kcx306	WORLD RELIG.	Subject fee (per candidate)	119.00
MARLEE DIGUARDO BRANDT			**SUB TOTAL**	119.00
MARY DENOTE	jpf801	BIOLOGY	Subject fee (per candidate)	119.00
MARY DENOTE	jpf801	ENGLISH A LAL	Subject fee (per candidate)	119.00
MARY DENOTE	jpf801	HISTORY	Subject fee (per candidate)	119.00
MARY DENOTE	jpf801	LATIN	Subject fee (per candidate)	119.00
MARY DENOTE	jpf801	MATH APPS	Subject fee (per candidate)	119.00
MARY DENOTE			**SUB TOTAL**	595.00
MIRANDA DRUID	kcx305	WORLD RELIG.	Subject fee (per candidate)	119.00
MIRANDA DRUID			**SUB TOTAL**	119.00
MORGAN KETCHUM	kcx304	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
MORGAN KETCHUM			**SUB TOTAL**	119.00
MUTAMIDUL ISLAM	jpf799	ENGLISH A LAL	Subject fee (per candidate)	119.00
MUTAMIDUL ISLAM	jpf799	ENV. AND SOC.	Subject fee (per candidate)	119.00
MUTAMIDUL ISLAM	jpf799	HISTORY	Subject fee (per candidate)	119.00
MUTAMIDUL ISLAM	jpf799	SPANISH B	Subject fee (per candidate)	119.00
MUTAMIDUL ISLAM			**SUB TOTAL**	476.00
MYLES BROWN	kcx303	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
MYLES BROWN			**SUB TOTAL**	119.00
NATHAN ERWIN	kcx302	WORLD RELIG.	Subject fee (per candidate)	119.00
NATHAN ERWIN			**SUB TOTAL**	119.00
NEILSON NICOLOSI	kcx301	MATH ANALYSIS	Subject fee (per candidate)	119.00
NEILSON NICOLOSI	kcx301	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
NEILSON NICOLOSI			**SUB TOTAL**	238.00
NICOLE BRANDER	jpf798	BIOLOGY	Subject fee (per candidate)	119.00
NICOLE BRANDER	jpf798	ENGLISH A LAL	Subject fee (per candidate)	119.00
NICOLE BRANDER	jpf798	HISTORY	Subject fee (per candidate)	119.00
NICOLE BRANDER	jpf798	MATH APPS	Subject fee (per candidate)	119.00
NICOLE BRANDER	jpf798	SPANISH B	Subject fee (per candidate)	119.00
NICOLE BRANDER			**SUB TOTAL**	595.00
NICOLE CAAMANO	kcx300	SPORTS EX SCI	Subject fee (per candidate)	119.00
NICOLE CAAMANO			**SUB TOTAL**	119.00
NICOLE DENIS	jpf797	BIOLOGY	Subject fee (per candidate)	119.00
NICOLE DENIS	jpf797	ENGLISH A LAL	Subject fee (per candidate)	119.00
NICOLE DENIS	jpf797	ENV. AND SOC.	Subject fee (per candidate)	119.00
NICOLE DENIS	jpf797	HISTORY	Subject fee (per candidate)	119.00
NICOLE DENIS	jpf797	MATH ANALYSIS	Subject fee (per candidate)	119.00
NICOLE DENIS	jpf797	SPANISH B	Subject fee (per candidate)	119.00
NICOLE DENIS			**SUB TOTAL**	714.00
NOAH SCHRAMM	kcx299	ENV. AND SOC.	Subject fee (per candidate)	119.00
NOAH SCHRAMM	kcx299	MATH APPS	Subject fee (per candidate)	119.00
NOAH SCHRAMM			**SUB TOTAL**	238.00
NORAH WILLIAMS	kcx298	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
NORAH WILLIAMS			**SUB TOTAL**	119.00
OWEN HARIPERSAD	jpf796	BIOLOGY	Subject fee (per candidate)	119.00
OWEN HARIPERSAD	jpf796	ENGLISH A LAL	Subject fee (per candidate)	119.00
OWEN HARIPERSAD	jpf796	ENV. AND SOC.	Subject fee (per candidate)	119.00

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OWEN HARIPERSAD	jpf796	HISTORY	Subject fee (per candidate)	119.00
OWEN HARIPERSAD	jpf796	LATIN	Subject fee (per candidate)	119.00
OWEN HARIPERSAD	jpf796	MATH ANALYSIS	Subject fee (per candidate)	119.00
OWEN HARIPERSAD			**SUB TOTAL**	714.00
PAIGE BROWN	jpf794	BIOLOGY	Subject fee (per candidate)	119.00
PAIGE BROWN	jpf794	ENGLISH A LAL	Subject fee (per candidate)	119.00
PAIGE BROWN	jpf794	ENV. AND SOC.	Subject fee (per candidate)	119.00
PAIGE BROWN	jpf794	MATH APPS	Subject fee (per candidate)	119.00
PAIGE BROWN	jpf794	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
PAIGE BROWN	jpf794	SPANISH B	Subject fee (per candidate)	119.00
PAIGE BROWN			**SUB TOTAL**	714.00
PAUL OLIVERI	kcx297	ENV. AND SOC.	Subject fee (per candidate)	119.00
PAUL OLIVERI	kcx297	MATH ANALYSIS	Subject fee (per candidate)	119.00
PAUL OLIVERI			**SUB TOTAL**	238.00
PRESTON KUPIES	kcx296	ENGLISH A LAL	Subject fee (per candidate)	119.00
PRESTON KUPIES			**SUB TOTAL**	119.00
RAELEE SURAK	kcx295	ENGLISH A LAL	Subject fee (per candidate)	119.00
RAELEE SURAK			**SUB TOTAL**	119.00
RASZNU CHADZYNSKI	jpf792	ENGLISH A LAL	Subject fee (per candidate)	119.00
RASZNU CHADZYNSKI	jpf792	ENV. AND SOC.	Subject fee (per candidate)	119.00
RASZNU CHADZYNSKI	jpf792	HISTORY	Subject fee (per candidate)	119.00
RASZNU CHADZYNSKI	jpf792	SPANISH B	Subject fee (per candidate)	119.00
RASZNU CHADZYNSKI			**SUB TOTAL**	476.00
RAYMOND PIAZZA	jpf791	BIOLOGY	Subject fee (per candidate)	119.00
RAYMOND PIAZZA	jpf791	ENGLISH A LAL	Subject fee (per candidate)	119.00
RAYMOND PIAZZA	jpf791	HISTORY	Subject fee (per candidate)	119.00
RAYMOND PIAZZA	jpf791	LATIN	Subject fee (per candidate)	119.00
RAYMOND PIAZZA	jpf791	MATH ANALYSIS	Subject fee (per candidate)	119.00
RAYMOND PIAZZA			**SUB TOTAL**	595.00
REAGAN LANNING	jpf790	BIOLOGY	Subject fee (per candidate)	119.00
REAGAN LANNING	jpf790	ENGLISH A LAL	Subject fee (per candidate)	119.00
REAGAN LANNING	jpf790	MATH ANALYSIS	Subject fee (per candidate)	119.00
REAGAN LANNING	jpf790	SPANISH B	Subject fee (per candidate)	119.00
REAGAN LANNING	jpf790	WORLD RELIG.	Subject fee (per candidate)	119.00
REAGAN LANNING			**SUB TOTAL**	595.00
RILEY BRADLEY	kcx294	SPORTS EX SCI	Subject fee (per candidate)	119.00
RILEY BRADLEY			**SUB TOTAL**	119.00
RILEY RODRIGUEZ-PAJERSKI	kcx293	WORLD RELIG.	Subject fee (per candidate)	119.00
RILEY RODRIGUEZ-PAJERSKI			**SUB TOTAL**	119.00
ROCCO GAGLIARDI	jpf789	BIOLOGY	Subject fee (per candidate)	119.00
ROCCO GAGLIARDI	jpf789	ENGLISH A LAL	Subject fee (per candidate)	119.00
ROCCO GAGLIARDI	jpf789	ENV. AND SOC.	Subject fee (per candidate)	119.00
ROCCO GAGLIARDI	jpf789	HISTORY	Subject fee (per candidate)	119.00
ROCCO GAGLIARDI	jpf789	LATIN	Subject fee (per candidate)	119.00
ROCCO GAGLIARDI	jpf789	MATH ANALYSIS	Subject fee (per candidate)	119.00
ROCCO GAGLIARDI			**SUB TOTAL**	714.00
ROMA FANNIN	kcx292	ENV. AND SOC.	Subject fee (per candidate)	119.00
ROMA FANNIN			**SUB TOTAL**	119.00
RONAN MOWREY	kcx291	ENV. AND SOC.	Subject fee (per candidate)	119.00
RONAN MOWREY			**SUB TOTAL**	119.00
ROSHAN BASU	kcx290	SPORTS EX SCI	Subject fee (per candidate)	119.00
ROSHAN BASU			**SUB TOTAL**	119.00
RYAN MOWREY	jpf788	BIOLOGY	Subject fee (per candidate)	119.00
RYAN MOWREY	jpf788	ENGLISH A LAL	Subject fee (per candidate)	119.00
RYAN MOWREY	jpf788	HISTORY	Subject fee (per candidate)	119.00
RYAN MOWREY	jpf788	MATH ANALYSIS	Subject fee (per candidate)	119.00
RYAN MOWREY	jpf788	SPANISH B	Subject fee (per candidate)	119.00
RYAN MOWREY			**SUB TOTAL**	595.00
RYAN YANG	kcx289	CHEMISTRY	Subject fee (per candidate)	119.00
RYAN YANG	kcx289	MATH ANALYSIS	Subject fee (per candidate)	119.00

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RYAN YANG			**SUB TOTAL**	238.00
RYSUN CHU	jpf787	BIOLOGY	Subject fee (per candidate)	119.00
RYSUN CHU	jpf787	ENGLISH A LAL	Subject fee (per candidate)	119.00
RYSUN CHU	jpf787	HISTORY	Subject fee (per candidate)	119.00
RYSUN CHU	jpf787	MATH ANALYSIS	Subject fee (per candidate)	119.00
RYSUN CHU	jpf787	SPANISH B	Subject fee (per candidate)	119.00
RYSUN CHU			**SUB TOTAL**	595.00
SABRINA NUNAG	jpf786	BIOLOGY	Subject fee (per candidate)	119.00
SABRINA NUNAG	jpf786	ENGLISH A LAL	Subject fee (per candidate)	119.00
SABRINA NUNAG	jpf786	HISTORY	Subject fee (per candidate)	119.00
SABRINA NUNAG	jpf786	LATIN	Subject fee (per candidate)	119.00
SABRINA NUNAG	jpf786	MATH ANALYSIS	Subject fee (per candidate)	119.00
SABRINA NUNAG			**SUB TOTAL**	595.00
SABRINA TOUATI	jpf785	BIOLOGY	Subject fee (per candidate)	119.00
SABRINA TOUATI	jpf785	ENGLISH A LAL	Subject fee (per candidate)	119.00
SABRINA TOUATI	jpf785	HISTORY	Subject fee (per candidate)	119.00
SABRINA TOUATI	jpf785	MATH APPS	Subject fee (per candidate)	119.00
SABRINA TOUATI	jpf785	SPANISH B	Subject fee (per candidate)	119.00
SABRINA TOUATI			**SUB TOTAL**	595.00
SAMANTHA SUAREZ	kcx288	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
SAMANTHA SUAREZ			**SUB TOTAL**	119.00
SAMANTHA TORRES	jpf784	BIOLOGY	Subject fee (per candidate)	119.00
SAMANTHA TORRES	jpf784	ENGLISH A LAL	Subject fee (per candidate)	119.00
SAMANTHA TORRES	jpf784	ENV. AND SOC.	Subject fee (per candidate)	119.00
SAMANTHA TORRES	jpf784	SPANISH B	Subject fee (per candidate)	119.00
SAMANTHA TORRES			**SUB TOTAL**	476.00
SAMARA SAINT-LEGER	kcx287	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
SAMARA SAINT-LEGER			**SUB TOTAL**	119.00
SANYA ROBINSON	kcx286	MATH ANALYSIS	Subject fee (per candidate)	119.00
SANYA ROBINSON	kcx286	WORLD RELIG.	Subject fee (per candidate)	119.00
SANYA ROBINSON			**SUB TOTAL**	238.00
SARAH FRAZER	kcy075	SPORTS EX SCI	Subject fee (per candidate)	119.00
SARAH FRAZER			**SUB TOTAL**	119.00
SARAH TORRES	kcx285	ENV. AND SOC.	Subject fee (per candidate)	119.00
SARAH TORRES	kcx285	SPORTS EX SCI	Subject fee (per candidate)	119.00
SARAH TORRES			**SUB TOTAL**	238.00
SAVANNA HAAS	jpf783	BIOLOGY	Subject fee (per candidate)	119.00
SAVANNA HAAS	jpf783	ENGLISH A LAL	Subject fee (per candidate)	119.00
SAVANNA HAAS	jpf783	ENV. AND SOC.	Subject fee (per candidate)	119.00
SAVANNA HAAS	jpf783	HISTORY	Subject fee (per candidate)	119.00
SAVANNA HAAS	jpf783	MATH APPS	Subject fee (per candidate)	119.00
SAVANNA HAAS	jpf783	SPANISH B	Subject fee (per candidate)	119.00
SAVANNA HAAS			**SUB TOTAL**	714.00
SIDNEY ANDERSON	kcx284	SPORTS EX SCI	Subject fee (per candidate)	119.00
SIDNEY ANDERSON			**SUB TOTAL**	119.00
SIENNA HILEMAN	kcx283	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
SIENNA HILEMAN			**SUB TOTAL**	119.00
SKYLAR COLUMBO	kcx282	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
SKYLAR COLUMBO			**SUB TOTAL**	119.00
STEPHANE ABREU QUINTANA	kcx281	CHEMISTRY	Subject fee (per candidate)	119.00
STEPHANE ABREU QUINTANA			**SUB TOTAL**	119.00
SYDNEY CUBILLO	kcx280	ENGLISH A LAL	Subject fee (per candidate)	119.00
SYDNEY CUBILLO	kcx280	SPORTS EX SCI	Subject fee (per candidate)	119.00
SYDNEY CUBILLO			**SUB TOTAL**	238.00
TIFFINI FASCENDA	kcx279	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
TIFFINI FASCENDA	kcx279	WORLD RELIG.	Subject fee (per candidate)	119.00
TIFFINI FASCENDA			**SUB TOTAL**	238.00
TINASHE SANDY	kcx278	CHEMISTRY	Subject fee (per candidate)	119.00

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TINASHE SANDY			**SUB TOTAL**	119.00
TOBIAS ACHENBACH	jpf781	ENGLISH A LAL	Subject fee (per candidate)	119.00
TOBIAS ACHENBACH	jpf781	HISTORY	Subject fee (per candidate)	119.00
TOBIAS ACHENBACH	jpf781	LATIN	Subject fee (per candidate)	119.00
TOBIAS ACHENBACH	jpf781	WORLD RELIG.	Subject fee (per candidate)	119.00
TOBIAS ACHENBACH			**SUB TOTAL**	476.00
TRISTAN CONWAY	kcx277	CHEMISTRY	Subject fee (per candidate)	119.00
TRISTAN CONWAY			**SUB TOTAL**	119.00
TY GROVER	jpf779	ENV. AND SOC.	Subject fee (per candidate)	119.00
TY GROVER			**SUB TOTAL**	119.00
VANESSA QUIROZ	jpf777	BIOLOGY	Subject fee (per candidate)	119.00
VANESSA QUIROZ	jpf777	ENGLISH A LAL	Subject fee (per candidate)	119.00
VANESSA QUIROZ	jpf777	MATH ANALYSIS	Subject fee (per candidate)	119.00
VANESSA QUIROZ	jpf777	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
VANESSA QUIROZ	jpf777	SPANISH B	Subject fee (per candidate)	119.00
VANESSA QUIROZ			**SUB TOTAL**	595.00
VICTORIA DREWS	jpf776	BIOLOGY	Subject fee (per candidate)	119.00
VICTORIA DREWS	jpf776	ENGLISH A LAL	Subject fee (per candidate)	119.00
VICTORIA DREWS	jpf776	ENV. AND SOC.	Subject fee (per candidate)	119.00
VICTORIA DREWS	jpf776	MATH APPS	Subject fee (per candidate)	119.00
VICTORIA DREWS	jpf776	SPANISH B	Subject fee (per candidate)	119.00
VICTORIA DREWS			**SUB TOTAL**	595.00
VICTORIA GAYDA	jpf775	BIOLOGY	Subject fee (per candidate)	119.00
VICTORIA GAYDA	jpf775	ENGLISH A LAL	Subject fee (per candidate)	119.00
VICTORIA GAYDA	jpf775	ENV. AND SOC.	Subject fee (per candidate)	119.00
VICTORIA GAYDA	jpf775	SPANISH B	Subject fee (per candidate)	119.00
VICTORIA GAYDA			**SUB TOTAL**	476.00
ZACHERY MCCOLLUM	kcx276	SPORTS EX SCI	Subject fee (per candidate)	119.00
ZACHERY MCCOLLUM			**SUB TOTAL**	119.00
ZAHAIRA CHEN	kcx275	SOC.CUL. ANTH.	Subject fee (per candidate)	119.00
ZAHAIRA CHEN			**SUB TOTAL**	119.00
TOTAL CHARGES (EXCLUDING TAX)				58,667.00

© International Baccalaureate Organization

International Baccalaureate®
Baccalauréat International
Bachillerato Internacional

Springstead High School
3300 Mariner Boulevard
Spring Hill, FL, 34609
United States

February 18th, 2022

Dear Sir or Madam:

The International Baccalaureate Organization (IBO) is the sole source and provider of the International Baccalaureate Diploma Program, Middle Years Program, and Primary Years Program. IBO is the only company that can develop and exclusively distribute these sole source products and can only be purchased directly through this organization. There are no agents or dealers authorized to represent the products of the IBO.

Founded in 1968, the IBO is a non-profit educational foundation that supports a shared academic experience emphasizing critical thinking and exposure to a variety of points of view that would encourage intercultural understanding and acceptance of others by young people. The program concentrates on the last two years of secondary school in order to build a comprehensive curriculum that would lead to a degree that would be recognized by universities in every country.

The IBO provides a wide range of services to the schools authorized to administer the program: curriculum and assessment development, teacher training and information seminars, electronic networking and other educational services. Additionally, competition is precluded by existence of copyright.

If you require additional information about the program, please do not hesitate to contact us.

Sincerely,

Colletta Jones-Brown
Finance Associate 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: General Fund/International Baccalaureate Fund 2022-2023

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	5100	7300	0181	53000	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 0.00	$ 71,671.08	$ 12,087.00	$ 59,584.08	$ 58,667.00	$ 917.08

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: $ 57,834.00
Prior Year Actual Spent: $ 57,834.00

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

Agenda Item # 23. 23-1252 2/28/2023

Title and Board Action Requested

Approve the renewal of bid no. 20-931-21 RN, Commercial Food Service Equipment On-Site Repairs & Preventative Maintenance Services awarded to Main Commercial Cooking & Refrigeration and Webb's Food Service and authorize expenditures for an estimated annual spending of $100,000.

Executive Summary

The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approval for the renewing of bid #20-931-21 RN Commercial Food Service Equipment On-Site Repairs & Preventative Maintenance Services, to Main Commercial Cooking and Refrigeration and Webb's Food Service for complex maintenance and/or service on kitchen equipment that cannot be completed by the HCSD.

My Contact

Lori Drenth
Director Food and Nutrition Services
352-797-7028 x406

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is an estimated $100,000 yearly for repairs which includes $20,000 for preventative maintenance. The cost for the previous fiscal year was $94,756.

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: **February 28, 2023**

Bid No. 20-931-21 RN

Bid Title: Commercial Food Service Equipment On-Site Repairs & Preventative Maintenance Services

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: 02/11/2023 through 02/10/2024 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Hourly Rates, Fees, Unit Prices, 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:	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☒ N/A – Bids Not Required: Renewal

Submitted By: Neil D. McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Lori Drenth
Director of Food & Nutrition

Department(s): Food & Nutrition

Recommended award by vendor(s), description of item(s)/service(s) and prices: (See attached)

T/C CODE: 2021

The purpose of this contract is to establish a list of licensed, factory authorized, commercial food service equipment contractor(s) who have experience performing routine preventative maintenance and/or repairing commercial food service equipment on Manufacturer's Somat Pulpers, and Eloma and Rational Combination Ovens and refrigeration. This contract establishes cost for a preventative maintenance program, fixed hourly labor rates and firm percentage discount off manufacturer's list price for parts and materials for the contract period as specified herein.

SECTION I: Full Annual Preventative Maintenance Program

Preventative Maintenance Programs (to be conducted two times per year) must be performed in strict accordance with the manufacturer's guidelines for the applicable equipment.

Main Commercial Cooking & Refrigeration (V-47982)

Item No.	Description	Qty	Unit Price	Total Annual Price (for 2x per year)
1.	Rationale Combination Ovens	17 Each	$300.00	$10,200.00
2.	Eloma Combination Ovens	11 Each	$275.00	$6,050.00
3.	Somat Pulper/Extractor System	7 Each	$365.00	$5,110.00
4.	ThermoKool/Walk-in Coolers & Freezers	23 Each	$156.00	$7,176.00
TOTAL SUM FOR SECTION I				**$28,536.00**

SECTION II: Repair Services

Main Commercial Cooking & Refrigeration (V-47982)
Webb's Food Service (V-47854)

	Hourly Rates	
	Main Commercial Cooking & Refrigeration	Webb's Food Service
Straight Labor Rate during normal business hours, Monday-Friday, 7:00 am to 5:00 pm		
Technician	$78.00/Hour	$80.00/Hour
Helper	$45.00/Hour	$65.00/Hour
Overtime Rate after 5:00 pm or before 7:00 am		
Technician	$78.00/Hour	$80.00/Hour
Helper	$45.00/Hour	$65.00/Hour
Weekend & Holiday Rate when schools are not in session		
Technician	$78.00/Hour	$80.00/Hour
Helper	$45.00/Hour	$65.00/Hour
Flat Service Charge (if applicable)	One Time Trip Fee: $50.00	Trip Fee: $60.00

SECTION II: *Continued*

		Main Commercial Cooking & Refrigeration	Webb's Food Service
1.	Percentage Discount from Manufacturer's List Price for **Somat OEM** replacement parts, supplies, equipment & materials.	10%	5%
2.	Percentage Discount from Manufacturer's List Price for **Rationale OEM** replacement parts, supplies, equipment & materials.	10%	5%
3.	Percentage Discount from Manufacturer's List Price for **Eloma OEM** replacement parts, supplies, equipment & materials.	10%	5%
4.	Percentage Discount from Manufacturer's List Price for **ThermoKool OEM** replacement parts, supplies, equipment & materials	10%	5%
5.	Will bidder allow for the purchase of parts & materials, as needed by district staff, under certain emergency situations, at the discount percentage (%) offered above?	Yes	Yes
6.	Response time to arrive on site from time of initial request for service.	4 Hours	4 Hours

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: **Food Services**

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	4110	7600	3500	9002	00100	00000

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 175,000	$ 0	$ 59,368	$ 115,632	$ 100,000	$ 15,632

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: X
New for Current Year: ○

Prior Year Approved Budget: $ 175,000
Prior Year Actual Spent: $ 94,756

**** 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 # 24. 23-1265 2/28/2023

Title and Board Action Requested
Approve rejecting all bids for bid no. 23-206-24, Palo Alto Network Web filtering Firewall Equipment and Service Bid.

Executive Summary
The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board reject all bids in response to request for bid # 23-206-24: Palo Alto Network Web Filtering Firewall Equipment and Services. Since the time of requesting bids for this product and its associated software and support, our state Internet provider Harris L3 has created a new program where they will include the required Palo Alto firewall appliance and associated software, services and support as part of our Internet service. The monthly cost from Harris L3 is $1,724.07 per month, for a total yearly cost of $20,688.84.

To contrast, the responding bids in response to request for bid # 23-206-24: Palo Alto Network Web Filtering Firewall Equipment and Services would require us to purchase the Firewall appliance at a cost of approximately $188,000.00 (which we have submitted to E-Rate so our actual cost is approximately $36,000.00) up front with a recurring cost for software, services and support of $6,600.00 per month for a yearly approximate cost of $79,000.00.

Other benefits, beyond the obvious financial advantages, of using the equipment provided by Harris L3 is the flexibility to upgrade or change devices to scale appropriately for changes in user count and to update to the latest model at a controlled and steeply discounted cost when needed.

My Contact
Joseph Amato
Director of Technology and Information Services
(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 $ 0.00, see attached budget sheet. The cost for the previous fiscal year was $ 46,846.00.

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.

Invitation to Bid (ITB)

No. 23-206-24

Palo Alto Network Web Filtering Firewall Equipment & Service

Due Date: February 2, 2023 by 2:00 PM ET

Purchasing Department
8050 Mobley Road
Brooksville, FL 34601
(352) 797-7060

Issued on behalf of:
Technology and Information Services
919 N. Broad Street
Brooksville, FL 34601

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

Purchasing & Warehousing Department

8050 Mobley Road
Brooksville, FL 34601
(352) 797-7060

Purchasing Contacts:
Neil D. McDonald, Director of Purchasing & Warehousing
Julie Cirrincione, Manager of Purchasing

INVITATION TO BID

Solicitation Number and Title: Posting Date: January 4, 2023

23-206-24

Palo Alto Network Web Filtering Firewall Equipment & Service

Submittal Due Date and Time:

February 2, 2023– no later than 2:00 PM ET

Note: Submittals Received After the Due Date and Time Will Not Be Accepted.

The Hernando County School District, Florida is seeking bids for the above-mentioned goods or services. All terms, conditions, specifications, and special conditions set forth in this document are incorporated by this reference into your response. A signed submittal to the School Board obligates the bidder to all terms, conditions, specifications, and special conditions stated within this document. By signing this document, the vendor/contractor certifies that they are in compliance with, and/or will comply with, all terms, conditions, specifications and special conditions specifically mentioned, as well as all applicable municipal, county, state and federal laws, ordinances, rules and regulations.

THE FOLLOWING SECTION MUST BE COMPLETED, SIGNED AND RETURN AS PART OF YOUR SUBMITTAL. SUBMITTALS RECEIVED WITHOUT THIS PAGE OR SIGNATURE BY AN AUTHORIZED AGENT OF THE COMPANY WILL NOT BE ACCEPTED.

Legal Company Name (as registered in Sunbiz.org): _____

FEIN Number: _____ Address: _____

City/State/Zip: _____

Phone Number: _____ Email Address: _____

I certify that this submittal is made without prior understanding, agreement, or connection with any other bidder/proposer submitting a bid/proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud *(refer to paragraph 7 of the General Terms & Conditions)*. I agree to abide to all conditions of this solicitation and certify that I am authorized to sign this document for the bidder/proposer.

Authorized Signature: _____ Printed Name: _____

Title: _____ Date Submitted: _____

Email: _____ Phone: _____

VALID EMAIL ADDRESS FOR PURCHASE ORDERS: _____

NO BID: I hereby submit this a s a "no bid" for the reason(s) checked below:			
☐	Insufficient time to respond	☐	Could not meet insurance/bond requirements
☐	Addenda were received too late to respond	☐	Could not meet bonding requirements
☐	Could not meet specifications	☐	We do not offer the product/service requested
☐	Specification ere unclear or restrictive	☐	Our schedule will not permit us to respond
☐	Terms & Conditions were unclear or restrictive	☐	We do not bid directly
☐	Our Company will consider future bid opportunities	☐	Remove our company from this list for future bids

GENERAL TERMS & CONDITIONS

1. PREPARATION OF BIDS:

A. ***Bidder's Liability:*** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Omission on the part of the bidder to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations/services covered under this bid, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the School Board or compensation to the contractor. Failure to do so is at the contractor's risk. Failure to follow the instructions in the bid is cause for rejection.

B. ***Submittal of Bids:*** BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE USING THE PROVIDED LABEL CLEARLY MARKED WITH THE BID NAME , NUMBER, DUE DATE & TIME using the return address label provided and should be affixed to outside of your envelope identifying it as a *sealed* bid. Submit bids in an envelope from any express mail or courier envelopes, as those items will be opened and discarded. .

C. ***Receipt of Bids:*** The Hernando County School Board is not responsible for timely delivery of the U.S. or private courier mails. The Bidder is responsible to allow adequate mailing time, including appropriate alternate steps to assure that their bid is delivered to the **Purchasing Department** by the specified due date and time.

LATE BIDS WILL BE REJECTED!

D. ***Acceptable Form:*** Telegraph and Facsimile (FAX) bids shall not be considered.

E. ***Minimum Required Documents:*** The following documents must be returned with your bid proposal to be considered responsive:

i. Completed and signed *Invitation To Bid* form. (page 1)
ii. Completed *Bid Proposal* form(s)
iii. Items verified on *Submittals Checklist* form.

F. ***Forms***: All bids must be submitted on and comply with the bid forms provided in order for your bid to be considered. If additional space is required, the bidder may submit a signed, dated attachment, which will become part of the bid response. The Invitation to Bid Form *must* be signed by the owner or authorized officer/agent of the company submitting a bid or the bid will be rejected.

G. ***Quoted Prices***: Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total lot price of two or more distinct items is requested, the Purchasing Department reserves the right to verify mathematical extensions and totals, correct totals if necessary and recommend an award based upon the overall group total.

H. ***Freight Terms***: All items are to be bid **FOB destination** with all transportation charges prepaid and title transferring to the district at the time of delivery, unless otherwise stated in bid invitation. Any exceptions to these freight terms taken by the bidder must be clearly stated in the bidder's proposal. The Purchasing Department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the bidder's proposal.

I. ***Item Specifications***: When the bid invitation specifies a certain manufacturer, brand, make or catalog number, denoting the quality, type or standard of article desired, the bidder may offer an equal or superior alternate, unless the term *"No Substitutes"* or *"Only"* is used in the bid invitation. The term *"No Substitutes"* or *"Only"* may be used when compatibility with other articles or materials is required or if standardization is desired.

i. Any item bid as an alternate which lacks sufficient descriptive literature or information to enable a comparative analysis, may prevent its consideration.
ii. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item requested *must* be supplied by the bidder upon receipt of a purchase order.
iii. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

J. **Bid, Performance & Payment Security:** When bid performance and payment securities are required, the requirement will be included with the bid. Detailed specifications will be included.

K. ***Product Certification*:** When product certification is requested, the bidder will submit as part of the bid, a signed affidavit, properly notarized, indicating that the item meets all specifications required.

1. INQUIRIES/INFORMATION:

Any questions by prospective bidders concerning requirements of this bid should be addressed thru the Purchasing Department's Public Purchase online system, where the original bid was downloaded. The Purchasing Department will assist vendors and answer questions to the best of our ability directly in Public Purchase or by posting an addendum. Questions of a technical nature may be referred to other individuals as deemed necessary by Purchasing for an appropriate response. Requests for interpretation of the bid or additional information shall be submitted no later than seven (7) working days prior to the currently scheduled bid opening date. No addendums will be issued five (5) working days prior to bid opening.

GENERAL TERMS & CONDITIONS

3. JESSICA LUNSFORD ACT – EFFECTIVE 09/01/2005

The State of Florida enacted FS 1012 commonly known as the Jessica Lunsford Act into law effective September 1, 2005. Senate Bill 988 effective July 1, 2007 amended this law. The law requires any vendor, individual, or entity providing services to the a school or school board who are permitted on school grounds when students are present, or who have access to or control of school funds must meet Level 2 fingerprint screening.

If you, your employees, or subcontractors meet the above criteria, you will need to complete the Level 2 fingerprint screening, approval process and be issued a Hernando County Schools Approved Vendor Badge before being permitted on school grounds. Fingerprinting will be through The UPS Store, 1204 S. Broad Street, Brooksville, FL 34601. Vendor will incur any applicable fees. Vendors will need to contact Maintenance Department for specific instructions and proper forms to complete this process.

The amendment to the law required the Florida Department of Law Enforcement (FDLE) to develop the Florida Shared School Results (FSSR) database allowing all school districts to share fingerprint results for those vendors working in multiple counties. If you, your employees or subcontractors have been fingerprinted in another School District and are currently included in the FSSR database you now have a unique TCN (FLXXXX2Z) number, good for a five (5) year period from the original fingerprint date. The verification of background checks is required before you enter any Hernando County School. This check of the shared prints database is done by the school district at no charge to the vendor.

Once the vendor has been cleared to work in the school district, they will be issued a Hernando County Schools and a statewide vendor badge at a cost of $10.00. District badges expire on June 30th of each year and all vendors must renew their badge to continue working in the District. Statewide badges can be used in any school district in Florida and are valid for 5 years from the date of the fingerprints. All costs associated with the original fingerprinting are the responsibility of the vendor. There are no costs associated with shared fingerprinting. Violations of the previsions of this law are a third degree felony. Employees violating this law will result in the contractor's employee being trespassed off school grounds for a minimum of one year and the company involved being suspended as a vendor for one year from the date of occurrence.
Please direct all background checks, fingerprinting and vendor badge fee questions to:

Attn: Office of Safe Schools,
275 Oak Street, Brooksville, FL 34601
Telephone Number (352) 797-7233,

********BADGE PRICES SUBJECT TO CHANGE*********

We look forward to continuing our working relationship with your company in the future and compliance with Florida Statute.

4. INSURANCE CERTIFICATE:

Insurance is required of all vendors who perform work on School Board premises. If this bid requires that you work on our premises, a current Insurance Certificate, including Workers' Compensation Insurance for all the awarded vendors' employees connected with the work, and if sublet, the vendor(s) shall require the subcontractor to provide Workers' Compensation Insurance for such employees, unless previously covered by the vendor's insurance. All such insurance shall list all coverage's, limitations, etc., as required by Florida Statutes and comply fully with the Florida Workers' Compensation law. Insurance Certificates must be furnished to the district prior to the commencement of any/all work and shall list The Hernando County School Board both as an ***"Additional Insured"*** and as ***"Certificate Holder"*** on all insurance policies by the vendor(s) as the result of being awarded a contract; unless expressly prohibited by the insurance company. When and if this occurs, a written explanation of that insurance company's position must be submitted to the Purchasing Department, along with the Insurance Certificate, which will be attached to the document and kept on file. When an insurance certificate is requested, detailed requirements will be included with the bid and found under "Insurance Requirements" section.

5. ACCEPTANCE AND WITHDRAWAL OF BIDS:

A bid, or amendment thereto, will not be considered by the Purchasing Department after the time and date specified for the bid opening, nor shall a bid or amendment be withdrawn for a period of ***ninety (90) days*** after the bid opening date, unless otherwise specified in the bid. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

6. QUALIFICATIONS OF BIDDER:

Bids will be considered only from contractors, vendors, manufacturers, authorized distributors of dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The Purchasing Department expressly reserves the right to declare any bid proposal non-responsive or non-responsible, if it determines that the business and technical organization, equipment, financial, personnel and other resources, or experience of the bidder, compared to work proposed, justifies such a recommendation.

7. NONCOLLUSION:

The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same items(s), and in no way has ownership, is an officer, has partnership or authority in another firm, which would materially/monetarily gain from this award, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. All such associations shall be divulged prior to an award being made. Failure to divulge such information, vendor shall lose eligibility to transact business with the district for a period of not less than one (1) year. Thereafter, the bidder may request to be reinstated to the active bidders list(s).

GENERAL TERMS & CONDITIONS

8. CONFIDENTIALITY OF INFORMATION SUBMITTED:

The district reserves the right to retain all copies of bidders' solicitations and associated documentation submitted. Under Florida's public records laws, sealed bids or proposals received by the district pursuant to invitations to bid and request for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 10 days after the bid or proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that documents could be detrimental to its business, the vendor should notify the district and site the governing statute which exempts such material from public scrutiny. All such requests will be reviewed by the General Counsel for the school district for rendering a legal opinion.

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 vendor/contractor recognizes 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 vendor/contractor agrees 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 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.

9. STUDENT INFORMATION

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 thirdparties who are essential to Contractor's delivery of its services to the School Board and who arebound to maintain the confidentiality of student information/records. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPAregulations 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 theSchool Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

10. PUBLIC ENTITY CRIME/CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases 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 Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor List."

11. VARIANCE TO BID DOCUMENTS:

For purpose of bid evaluation, bidders must indicate any or all variances to the bid documents and/or specifications as stated, no matter how slight. If variations are not stated in the bid, it shall be construed that the bid submitted fully complies in every respect with our bid documents. Submission of alternate documents, other than as included and/or requested in the current solicitation will cause your submittal to be non-responsive.

12. ADDENDA TO CURRENT BIDS:

Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a *material effect* shall be communicated to bidders **only by written addenda.** Verbal responses to bidders' questions do not constitute an *official position* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the **Bid Proposal Form** or by returning the signed document along with your solicitation as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

13. FLORIDA STATE CONTRACTS, SPA AGREEMENTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:

If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this bid, the bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The district reserves the right to reject bids and purchase from State contracts, SPA Agreements or FDOE contracts if to do so represents the best interests of the district.

14. SAFETY DATA SHEETS:

The district requires that two (2) copies of all applicable *Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. One (1) copy shall accompany the product shipment and the other copy must be sent to *Hernando County Schools, Security & Safety Department, 8008 Mobley Road, Brooksville, FL 34601.*

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15. SAFETY REQUIREMENTS:
All bids must be in compliance with ALL applicable safety requirements as determined by Federal, State and local regulations, OSHA guidelines and any/all laws and regulations that govern the item(s)/commodity(s) and/or services requested in this bid. Unless otherwise stipulated, all electrically operated equipment shall be UL® rated or approved.

16. MANUFACTURER'S CERTIFICATION:
The Purchasing Department reserves the right to request from bidders a separate letter from the manufacturer of the products bid certifying that all statements and claims made in the bid proposal are true and that all products bid meet or exceed the specifications stated in the bid documents.

17. MANUFACTURER AND MODEL NUMBERS
If Manufacturer and Model Number is not designated, vendors must specify the make and model bid for each item. If a model shown is incorrect, incomplete, or has been revised, it is the responsibility of the bidder to correct and complete the number utilizing the most current information available. Failure to comply on both or either of these two (2) areas of the bid for an item may result in the being disqualified for award of the item.

18. BID QUANTITIES:
Quantities when given, are approximations, and provided for bidder information purposes only. No guarantee is given or implied as to the exact amount or number, which shall be required under the terms and conditions of this bid. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract.

19. DELIVERY LEAD TIME:
Each bidder shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Bid Proposal form**. The length of time to complete a project and/or deliver all of the items ordered could be a factor in awarding this bid. If a finite number of days has been specified for delivery or project completion, this deadline must be met. If a finite number of days has not been specified in the bid and the has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

20. TAXES:
Purchases are exempt from ALL Federal excise and State sales tax. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the vendor/contractor acknowledges that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

21. PAYMENT OBLIGATION:
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.

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.

22. BID SAMPLES:
The bidder shall provide product samples, without charge, when requested. If the sample is not consumed through testing, it will be returned to the bidder when said request is submitted with the bid. Unused samples will be returned at the bidder's risk and expense. The successful bidders' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the *Special Conditions* section of the bid in accordance with the instructions outlined therein. All samples shall be identified with the bidder's name, bid title and number, product name or as otherwise indicated in the *Special Conditions* section of the bid.

23. PROMPT PAYMENT DISCOUNTS:
Only prompt discounts offered for thirty (30) days or longer will be taken into consideration when determining low bid.

24. TIE BIDS:
Prompt payment discounts offered by bidders will be considered to break tie bids. If all other factors are equal and no prompt payment discounts are offered, preference will be given to a Florida vendor over an out-of-state vendor. If multiple Florida vendors are tied consideration may be given to the following: if the vendor has his/her principal place of business in Hernando County; if the vendor has a place of business in Hernando County; if the vendor has provided satisfactory service to the Hernando District School Board in the past; if the vendor certifies that it has implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response. If all bids or no bids include a certificate of compliance, the tie will be broken by a coin flip in the presence of witnesses.

25. ERRORS AND OMISSIONS:
In the event an error or obvious omission is discovered in a bidder's proposal, either by the Purchasing Department or the bidder, the bidder may have the opportunity of withdrawing their bid, provided they can produce sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Purchasing Department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a bidder to change any information contained in their bid proposal; however, in the event of a minor omission or oversight on the part of the bidder, the Purchasing Department

(or designee) may request written clarification from a bidder in order to confirm the evaluator's interpretation of the bidder's response and to preclude the rejection of their bid, either in part or in whole. The Purchasing Department will have the authority to weigh the severity of the infraction and determine its acceptability.

26. BASIS OF AWARD OR REJECTION OF BIDS:
The Superintendent will recommend the lowest bid meeting specifications from the most responsible and responsive bidder(s) to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest. The Superintendent (or designee) shall be solely responsible for determining the acceptability of a bid. The Board reserves the right to award or reject any or all bids, either in part or in whole, item by item, with rights being maintained to make multiple awards if in the best interest of the district. In addition to the unrestricted right to separately bid any work, products, or services as described herein when it is to the economic benefit and best interests of the district to do so.

27. NOTICE OF INTENT TO AWARD BIDS:
Once bids are evaluated and a recommendation for award made, a *Notice of Intent to Award* will be posted electronically on the Purchasing Department's Website: www.hernandoschools.org. Bidders are invited to visit the Hernando County School District's website to obtain this information. Due to excessive mailing costs, the Purchasing Department will not mail out notices of intent to award to bidders.

28. BID PROTEST:
If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in Florida Statutes 120.57(3). Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. Bids will be posted electronically on the district's electronic posting website.

29. BID AWARD NOTIFICATION:
After the Board awards the bid to the lowest and best bid from a responsive and responsible bidder, the Purchasing Department will issue a purchase order and/or an official award letter, which will authorize the bidder to commence delivering the materials and/or services. Unless otherwise specified the purchase order issued by the Hernando County School Board will serve as the contract document, with applicable bid terms, conditions and specifications referenced accordingly. ***Due to excessive mailing costs and tight budget constraints, the Purchasing Department will not mail out official award letters. Successful vendors will receive email notifications of award and electronic posting of award letter and tabulation will be on the Public Purchase website.***

30. AUTHORIZATION TO DELIVER MATERIALS OR SERVICES:
All purchases must be properly authorized in advance. Vendors must first obtain and are prohibited from shipping any merchandise or providing any services prior to receiving either an official award letter, a purchase order number, a hard copy purchase order or a purchasing card account number. The vendor assumes all liability for any costs or damages incurred. The district will be under no obligation to pay for merchandise delivered or services provided resulting from violation of this rule.

31. PRICE QUOTATION: If requested by a school or department within the District, the Vendor must provide a quotation that will include all associated costs for producing the item(s) being requested. All prices in the quotation shall be equal to or less then the prices given in the awarded proposal. It is at the discretion of the school or department to request samples before authorizing work.

32. VISA® CREDIT CARDS:
Some orders will be placed by individual schools or departments utilizing a district issued VISA® credit card as form of payment. These orders will be made via phone, fax, pick-up and/or for direct delivery and billing to the requesting site. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e.: within 48-72 hours) and eliminate the need to submit an invoice. Only actual items shipped/delivered can be charged to the credit card account (**i.e.: no backorders**). All purchase deliveries, regardless of method, must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card number must not appear on any/all packing slips/delivery tickets.

VISA® Transactions should always be treated like any other transaction; that is you may not impose any surcharge on a VISA® transaction. For merchants who offer an alternate payment channel for customers to pay for goods or services, a convenience fee may be added to the transaction amount. If a convenience fee is assessed, merchants must adhere to the following rules:

A. **The fee** is being charged for a bona fide convenience of using an alternative payment channel outside of the merchant's normal business practice;

B. T**he fee:**
   i. Must be disclosed as a charge for the convenience of using the alternate method to pay;
   ii. Is applied only to non-face-to-face transactions;
   iii. Must be a flat or fixed amount, regardless of the amount of the payment due;
   iv. Is applied to all forms of payment products accepted in the alternative payment channel;
   v. Is included as part of the total transaction amount;
   vi. Cannot be added to a recurring transaction;
   vii. Is assessed by the merchant that provides the goods or services to the cardholder and not a third party;

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C. Customer must be given the opportunity to cancel prior to the completion of the transaction.

33. BACKORDERS:
Items backordered should be clearly indicated on the packing slip/delivery ticket. Sites reserve the right to cancel backorders at any time and purchase from another vendor. It is the responsibility of the vendor to contact the originating location to verify/confirm if they still want the backordered items.
NO BACKORDERS ALLOWED ON CREDIT CARD PURCHASES.

34. ORDERING ITEMS/SERVICES/RECEIVING/BACKORDERS:
Whenever time constraints are involved in ordering and receiving of an item, or backorders are not being received in a timely manner, thus causing the district to experience costly delays or causing emergency situations to develop unnecessarily, the School Board reserves the right to go to the next lowest bidder and/or buy off contract, if the original bidder awarded a contract, does not stock the item or is temporarily out of stock of the required item and cannot furnish the parts or items in a timely manner.

35. POINT OF CONTACT:
The district will consider the selected bidder(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

36. ASSIGNMENT OF CONTRACT:
The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

37. LICENSES AND PERMITS:
The vendor shall obtain any pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

38. CONDITION OF ITEMS:
Unless otherwise specified in the special bid terms and conditions, all items requested must be ***new*** the latest model manufactured, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the bid... Bids on *"used, remanufactured or reconditioned* equipment or "*blems or seconds"* will not be considered unless specifically requested and authorized in the bid documents.

39. ALTERNATE/USED OR EQUAL EQUIPMENT:
Vendors should be prepared to furnish illustrations, specifications and catalogs when submitting bids on alternate/used brands or on "Or Equal" equipment. Such submittals shall include all requested accessories and complete specifications for the item being bid. When such information is required, it must be submitted no later than the closing date of the bid, unless otherwise stated. Only one alternate per item number will be allowed. If more than one (1) alternate is submitted, the bids for that entire item number will not be considered, unless otherwise stated. Alternates must be explicitly and clearly identified as an **"alternate bid(s)."** Alternates may be evaluated and may be accepted, if deemed to be in the District's best interest to do so. Any decision to review and evaluate alternate submittals is solely at the discretion of the District.

40. WARRANTY
All equipment and/or services rendered/purchased from this bid shall carry the manufacturers' or vendor's standard warranty, unless otherwise specified

41. INSPECTION:
The Board reserves the right to have inspectors on the premises of the bidders or manufacturers at any time during the manufacturing or assembly process in order to verify compliance with the bid documents.

42. PACKAGING:
The bidder shall adequately package the products or items which have been purchased by the Board. All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Bidders are requested to provide products with environmentally safe packaging if at all possible. Vendors must fully comply with all special packaging requirements, if and when specified in the bid document. When corrugated carton packaging is specified, polywrap or blanket wrap will not be acceptable.

The Board assumes no responsibility for damage of any kind incurred while the items are in transit. Bidders may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

43. LIMITATION OF LIABILITY:
The School Board does not indemnify or hold harmless any vendor/bidder. The vendor/bidder 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 and guarantees to save the School Board of Hernando County, its agents and employees harmless from liability of any nature or kind.

44. <u>FEES</u>
The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement/contract and any Addendums and in relation to any action to enforce the termsof either document.

45. PRICE ESCALATION CLAUSE:
A. No price escalations (increases) will be permitted during the initial (first year) term of this contract. Price de-escalation (decrease) is permissible at any time during the contract term. The School district will

not consider bids which contain an escalation clause for the initial (first year) contract period.

B. The School Board may consider pricing increases of the bid item(s), at the end of the first year and at time of renewals(s), if the following conditions occur: a) There is a verifiable price increase to the provider of the bid items(s); b) The vendor submits in writing, notification of price increases(s); c) The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices; d) price increases due to seasonal and/or unforeseen market conditions during the term of the initial contract period, and any/all subsequent renewal periods; e) The vendor shall submit the above information to the Purchasing Department no less than thirty (30) calendar days prior to the effective date of the requested price increase.

C. When the awarded vendor(s) complies with the above mentioned conditions, Purchasing will review the information to determine if it is in the best interest of the School District to adjust the pricing on the product(s) bid, in conjunction with the vendor's effective date of price increase.

D. The awarded vendor(s) must receive written notice from Purchasing that the School District is in acceptance of the new price(s) before processing any orders at the new cost.

Vendors are also expected to pass along any/all decreases on products/services OR to keep product pricing constant (remain the same) when market conditions warrant no such increases.

46. SUBSTITUTIONS, ADDITIONAL OR NEW/UPGRADED MODELS, PRODUCTS, SERVICES AND SUPPLIES AFTER AWARD:

Additional new/upgraded models, products, services, and supplies may be added to this contract after award if deemed to be in the district's best interest. Any new models, products, items or services added to this contract shall become part of and comply with ALL terms, conditions, requirements, specifications, of the original bid document. Vendor requests to substitute any products originally awarded on this bid, shall be submitted in writing to the Purchasing Department along with complete descriptions and corresponding pricing in order to have the substitute approved and added to the contract.

Any new models, which as a result of revisions, alternations, additions, or technical improvements, meet or exceed the requirements of this bid, must be offered for the district's consideration for replacement of the discontinued models/products. These models/products must not exceed the price of those being replaced.

47. ITEM SUBSTITUTIONS & DISCONTINUATIONS:

Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid, without prior written approval from the Purchasing Department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this bid, the vendor must provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Purchasing Department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

48. DEFAULT:

Failure to perform in accordance with the terms and conditions and/or specifications contained herein shall constitute cause for termination for default. If the bidder defaults after the Board awards a bid and bid performance security was required with the bid, the District will execute the performance security as liquidated damages. If the bidder defaults after the Board awards a bid and bid performance security was not required, the bidder shall pay to the District, as liquidated damages, an amount equal to 25% of the unit prices bid times the quantity for each item in question, or $50., whichever amount is larger. If the bid pricing was expressed as a lump sum amount, then the amount due will be 25% of the remaining value of the contract. A vendor found to be in default of their contract shall lose eligibility to transact business with the District for a period of not less than two (2) years. Thereafter, the bidder may request to be reinstated to the active bidder list(s) after they demonstrate their ability to perform responsibly to the satisfaction of the District. In case of default by the bidder, the District may procure the articles or services from the next lowest bidder(s). The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract. The default bidder shall be liable to the School Board for the difference between awarded bid price and the price the School Board pays to secure the merchandise from another source, in addition to attorney's fees and costs of collection.

49. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion do not comply with the bid specifications. All materials or products rejected by the purchaser and/or shipped in error by the successful vendor shall be promptly removed and replaced by the bidder at no cost within seven (7) calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be offloaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. Vendors are to call prior to scheduling deliveries to verify loading dock availability or not. The exception will be for materials obviously intended for outdoor use. All shipments must be made by door-to-door rail freight or motor truck line. There are no rail sidings at any locations. Normal delivery hours are between 8:00 AM and 2:30 PM, Monday through Friday, excluding holidays. All materials or products left unclaimed or picked up by the vendor past thirty (30) days shall

be deemed "abandoned" and become the sole property of the school district.

Exceptions to this schedule will be stated in the Special Conditions or on the purchase order. For shipments which may require assistance of district personnel to assist off-loading or when the purchase order specifies installation, the contact person whose name is printed in the body of the purchase order should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the location. Telephone numbers are also included on all purchase orders for the contact person.

50. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):

Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within thirty (30) days of notification.

51. RETURNED MERCHANDISE:

All merchandise returned for any reason other than vendor error, vendor misrepresentation of product capabilities, or product defects may be subject to no more than a 15% restocking fee and return freight charges, negotiable between the district and the vendor. It is understood that the merchandise should be returned in the original factory sealed carton whenever possible. It is also understood that this may not always be possible. The vendor shall provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. The vendor shall ship replacement merchandise prior to receipt of returned merchandise, if applicable.

52. SALES PROMOTIONS:

It is understood that sales promotions may occur during the period of the contract that will lower the prices of some products for the period of the sales promotion. Advance notice of such promotions should be directed through the Purchasing Department prior to offering to the district's schools and departments. In addition, any such reduction must appear on the vendor's invoices.

53. MAINTENANCE CONTRACTS:

Bidders may be requested to submit maintenance contract pricing on specific item(s). Such maintenance contracts would be purchased in lieu of performing in-house equipment repairs after the expiration of the standard manufacturers' warranties. If pricing is desired, space will be provided on the Bid Proposal Form for bidders to enter their cost figures. A copy of the maintenance agreement should be included for review of the terms and conditions of the contract. All maintenance contracts shall be **on-site** with all necessary parts and labor included. Award of maintenance contracts for specified items shall be at the discretion of the Board.

54. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our ten (10) digit purchase order, unless paying with a district purchasing credit card or otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

A. Received complete or substantially complete;
B. Inspected and found to comply with all specifications and be free of damage or defect;
C. Properly invoiced;
D. Itemized and submitted in **DUPLICATE.**

To ensure timely payment, all original invoices should be submitted to the SHIP TO location indicated on the purchase order. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. The same process above applies for mailing invoices. A minimum of thirty (30) days may be required for payments. The Finance Department currently processes checks twice a month.

Notwithstanding any provision requirements to the contrary in the agreement, all payments due from the School Board for non-construction services along with resolving disputes, hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

55. TRAVEL

If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the contractor/vendor agree that such reimbursements shall be subject to the reimbursementschedules contained in Section 112.061, Florida Statutes.

56. TAXPAYER IDENTIFICATION FORM W-9

A completed and signed *Request For Taxpayer Identification Number and Certification Form* should be submitted with your submittal. In addition, if any or more of the below listed items currently applies to your firm, you may fax a W9 to (352) 797-7160:

A. New vendor doing business with the school district for the first time
B. Existing vendor with:
   - Changed your Company Name
   - Changed your Company Address
   - Your FEIN (Federal Employer Identification Number) has changed
   - Other Information Pertinent To Your Firm

NOTE – Registrations online through our "Public Purchase" system, a W9 can be directly uploaded to your profile information for future use by the District

57. NOTICE OF USE OF SOCIAL SECURITY NUMBERS

Florida law provides that State agencies, including the Hernando County School Board (HCSB), must notify individuals of the circumstances that would require the collection of social security numbers. The following are the general scenarios under which the School Board must collect and use social security numbers:

A. For processing payroll and other human resource functions

B. For use in processing accounts payable and other purchasing functions
C. For use in the proper identification and background of screening employees, vendors and volunteers
D. For use in administering federal programs
E. For use in student enrollment and included as part of the student's demographic record

Please note that this is only a general listing of the uses of social security numbers by the School Board. If an individual has a specific question or concern regarding the disclosure of their social security number, they may contact Human Resources/Payroll, Purchasing or Student Services Departments @ (352) 797-7000.

All individuals are advised that social security numbers are confidential and may only be released under such circumstances as set forth in Florida's Public Records Act.

58. "VENDOR" ELECTRONIC REGISTRATION

The Purchasing Department recently went to an automated vendor/bidder notification process called "Public Purchase." All vendors are required to register and participate in this new electronic system in order to conduct business directly with the district for the purchase of supplies, materials, services and equipment. The vendor/bidder registration will entail entering company information, contact names, etc., and selecting commodity/class-item codes for those products and services your company represents. Solicitation notices for upcoming bid requirements will be sent to vendor's based upon the selected codes. It will be the vendor's responsibility to see company information is updated and kept current. Sign-on & register. The registration process itself should take approximately twenty (20) minutes to complete. The link is found below and is also available to access directly from Purchasing's website:

Register Electronically @ http://www.publicpurchase.com
THERE IS NO VENDOR FEE FOR THIS SERVICE.

NOTE – Please make sure you have entered a valid email address in your profile to properly receive any notifications from the Public Purchase system. Additionally, check the website and verify all your vendor information is correct, especially if you did not enter/update your information personally. Some vendor information was imported from our old Vendor Application process and vital information may not have crossed over during that implementation, (i.e.: Commodity/Class-Item Codes, which define the products and/or services your company represents). Code selection is vital to the electronic notification process and without them, your company will not receive bid notices.

59. REQUESTS FOR BID INFORMATION & RELATED DATA: Requests for information relating to bids in process will be addressed without delay when such information has a ***material*** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, ***lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications***, ***historical bid data or tabulations*** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the department in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ http://www.hernandoschools.org *Select Departments, Purchasing to obtain:*

A. Board Approved Bids;
B. Current Bid Opportunities;
C. Purchasing Department's Annual Contracts Bid/RFP Listing;
D. Department Personnel;
E. How To Do Business With The School District pamphlet;
F. A Copy of the Notice of Intent To Award.

Visit our Public Purchase Website @ http://www.publicpurchase.com to obtain:

i. A copy of a Bid/RFP packet for a contract, service or project currently out for bid;
ii. A copy of any addenda issued to the current solicitation in process*****;
   a. *****It is the bidder's responsibility to check our website frequently or call the Purchasing Department for verifications;
iii. Bid Opening Acknowledgement;
iv. Online Vendor Application Registration and ALL information to verify it is current;
v. Update NIGP Commodity Product & Service Codes;
vi. Complete an online W9 form and upload to your Public Purchase registration profile.

60. CONTRACT TERMINATION FOR CONVENIENCE: The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

61. CONTRACT TERMINATION FOR CAUSE:

The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of

the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

62. BANKRUPTCY

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.

63. FORCE MAJEURE

Neither party shall be liable to the other nor deemed in default under this Agreement if and 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 majeureincludes 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 countyand municipal governing bodies, which prevents performance of the contract for all or part of theterm of the Agreement.

64. RENEWAL OF BIDS:

Unless otherwise specified in the special conditions, bids may be renewed for a period equal to the original bid term or for three (3) successive one (1) year periods, whichever is greater, under the same terms, conditions, specifications and pricing structure. If renewal is requested, this contract may be extended up to ninety (90) days beyond the contract expiration date, if needed for Board approval. Prices and discounts shall remain firm for the entire contract period, including any applicable extensions, and shall include **ALL** freight and handling charges. Renewals must be approved by the Board.

65. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the Hernando County School Board shall require a "***first priority***" basis for goods and/or services. It is imperative that the community, district employees and students are protected from any emergency, which threatens the health, safety and welfare of the Hernando County School Board. The district expects to pay a fair and reasonable price for all, if and when needed.

66. FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. ***The prospective lower tier ($25,000) participant certifies, by submission and authorizing signature of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency***.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

67. CRIMINAL ACTS

Employment by any Trade Contractor awarded by the district of any employees, subcontractors, and/or temporary employment personnel with multiple felonies and/or crimes against children will not be tolerated. All Contractors must provide documented proof of efforts to comply with this requirement. The District may declare any non-compliance or lack of diligent effort to comply by the Contractor as a breach of contract and immediately terminate the services of the successful contractor(s).

68. DISCRIMINATION CLAUSE

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

69. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES DOE 6A-1.012(6)

It is hereby made a part of this solicitation that the submission of any bid response to this advertised request constitutes a bid/proposal under the same terms and conditions, at the same or below the specified prices, whereby purchases may be made by other governmental agencies when the proposer awarded a contract defined herein will permit purchases awarded in such a contract.

70. GOVERNING LAW, JURISDICTION AND VENUE; WAIVER OF JURY TRIAL

This agreement and each schedule shall be governed in all respects by, and construed in accordance with, the laws of the State of Florida. Vendor/bidder irrevocably submits to the jurisdiction of the county or circuit courts of the Fifth Judicial Circuit serving Hernando County, Florida, in all respects to enforce the terms of this agreement, notwithstanding any provisions in the agreement to the contrary, and further agrees 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, and waives to the fullest extent allowed by law any objection to

venue in such court, and further waives any right to a trial by jury. Parties are responsible for their own attorneys' fees and costs.

71. OTHER AGREEMENTS
By submitting a bid or proposal, vendor/bidder agrees that any additional contracts or written agreements between the parties shall conform to these specifications. Should there be any conflict between the contract or written agreement and these specifications, these specifications shall govern.

72. RECORDS RETENTION (34 CFR 80.36(i)(11))**:**
All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

73. SUBCONTRACTING: The bidder must identify all the subcontractors, if any, that the bidder anticipates using in their bid proposal. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractor's employees.

74. ENERGY EFFICIENCY (34 CFR 80.36(I)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871**.**

75. VARIANCE IN CONDITION: Any and all ***SPECIAL CONDITIONS*** and ***SPECIFICATIONS*** attached hereto which vary from these ***GENERAL TERMS and CONDITIONS*** shall have precedence. Any inconsistency in this bid shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms & Conditions and Instructions to Bidders.

76. NON-EXCLUSIVE AGREEMENT: This bid does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights: a.)The unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein when it is to the economic benefit of the district; and b.) the unrestricted right to separately bid any work, products, or services as described herein when it is to the economic benefit of the district.

77. USE OF OTHER CONTRACTS: The District reserves the right to utilize any other District contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement or to, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid, if it is in the Districts best interest to do so.

78. BID OPENING: Sealed bids will be received and publicly opened in accordance with **F.S. 119.071**. Only names of respondents will be read at bid openings. Pricing and other contents of bid responses will not be disclosed at bid openings. Pricing information is exempt from the Public Records Act until such time as the School Board provides notice of an intended decision, or thirty (30) days after the opening of the bids, proposals, or replies, whichever is earlier. If the School Board rejects all bids, proposals, or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals, or replies.

79. FLORIDA PREFERENCE: Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering bids or proposals from Proposers having a principal place of business outside the State of Florida. All Proposers must complete and submit the Attachment Bidder's Statement of Principal Place of Business with the response to this solicitation. If required, failure to comply shall render a bid or proposal non-responsive to the terms of this solicitation. Refer to: http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&search_String=&url=0200-0299/0287/Sections/0287.084.html for additional information regarding this Statute.

80. PUBLIC RECORDS: To the extent required by §119.0701, Florida Statute (2013), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of the law.

In addition to other contract requirements provided by School Board Policy or State law, the 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 toperform 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 chapter119, 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 contractordoes 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 requiredby 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 thatis compatible with the information technology systems of the School Board.

Failure of the Contractor to abide by the terms of this provision shall be deemed a materialbreach of this agreement and the School Board may enforce the terms of this provision in the formof a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonableattorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

81. ADDITIONAL TERMS AND CONDITIONS: Only the terms, conditions, and specifications appearing in this Invitation to Bid are applicable and in full force and effect. The District reserves the right to deem conditional bids (i.e. counter-bids on specific terms and conditions) non-responsive and may not be considered, in the sole opinion of the District. The Bidders authorized signature appearing in the Invitation to Bid attests to this.

82. SCRUTINIZED COMPANIES: By submitting a bid, A Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; has been placed on the Scrutinized Companies That Boycott Israel List or is engaged in a boycott of Israel; or has been engaged in business operations in Cuba, Syria, or any purchases of any goods or services with the government of Venezuela or has not been complicit in the genocidal campaign in Darfur. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification, any contract resulting from this bid may be immediately terminated in accordance with s.287.135 Florida Statute.

83. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and State term contracts available under s. 287.056 have been reviewed.

84. EPA REGULATION: EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

85. LOBBYING: Contractors are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract. Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection/disqualification of said bid.

86. PROHIBITION OF GRATUITIES: By submission of a bid, a vendor/contractor certifies that no employee of the district has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this bid may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

87. CONSUMER PRODUCT SAFETY ACT: The awarded bidder shall comply with the provision of the Consumer Product Safety Act.

88. HATCH ACT (5**U**.S.C. 1501-1508 AND 7324-7328: The awarded bidder will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

89. COMPLIANCE WITH LAWS & REGULATIONS
Vendor(s)/contractor(s) acknowledge that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

90. MINORITY-OWNED BUSINESS ENTERPRISE: Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible.

91. FEDERAL FUNDING:
Federal Funding Contract Provisions/Clauses (200.326) apply to all contracts using Federal Funds as a source for the purchase of goods and services. The contractor/vendor awarded must not take exception to any part of these regulations. These provisions are covered under the Federal Award Provisions section of this solicitation.

Any purchase made under this awarded contract, using Federal funds, may require additional certification forms completed and signed by the awarded vendor(s). Purchase Order(s) will not be issued until/unless all required forms are received by the District and all Federal provisions have been met (as applicable).

GENERAL TERMS & CONDITIONS

92. E-VERIFY

A. Effective January 1, 2021, pursuant to Fla. Stat. § 448.095, all Contractors 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.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) 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.

(iv) Contractor must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. 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. Contractor may be liable for all costs associated with School Board securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

D. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

E. By signing below, the 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 through the term of any Contract entered between the parties.

_____ _____

Signature **Date**

FEDERAL AWARD PROVISIONS

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (APPENDIX II TO 2 CFR PART 200)

All contracts made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

1. EQUAL EMPLOYMENT OPPORTUNITY
(34 CFR 80.36(i)(3))**:** All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled ''Equal Employment Opportunity,'' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). (Applies to all construction contracts awarded in excess of $10,000 by the district and their contractors or subgrantees).

2. DAVIS-BACON ACT (34 CFR 80.36(i)(5))**:**
All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4))**:** All vendors, contractors and subcontractors must comply with the Copeland ''Anti-Kickback'' Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6))**:** All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by awarding agency**.**

6. CLEAN AIR ACT (34 CFR 80.36(i)(12))**:**
All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).(Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

7. BYRD ANTI-LOBBYING AMENDMENT: Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. RECOVERED MATERIALS Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

9. DEBARMENT AND SUSPENSION:
Debarment and suspension are addressed under General Terms & Conditions paragraph 66.

10. ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDES: If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. TERMINATIONS FOR CAUSE AND CONVENIENCE:
Terminations for cause and for convenience are addressed under the General Terms & Conditions, paragraphs 60 & 61.

FEDERAL AWARD PROVISIONS

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (FEDERAL PROGRAM REQUIREMENTS - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the United States Department of Agriculture ("USDA") when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

12. RECORDS RETENTION (34 CFR 80.36(i)(11))**:** Provisions for records retention are addressed under the General Terms & Conditions, paragraph 72.

13. CIVIL RIGHTS: The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of l975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

14. BUY AMERICAN: (7 CFR Part 210.21 (d))--Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

15. ENERGY POLICY AND CONSERVATION ACT: Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16. DISCOUNTS, REBATES & CREDITS (7 CFR Part 210.21 (f)(i)): The awarded bidder shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the company received a discount, rebate, allowance, or incentive from any supplier, the company must disclose and return to the School District the full amount of the discount or applicable credit that is received based on the purchase made on behalf of the School District.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (FEDERAL PROGRAM REQUIREMENTS - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the Federal Emergency Management Agency ("FEMA") when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

17. ACCESS TO RECORDS: The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

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.

18. DHS SEAL, LOGO, AND FLAGS: The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

19. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

20. NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

BID SPECIFICATIONS

SCOPE

The purpose and intent of this invitation to bid is to select a vendor to provide and deliver Palo Alto Network Web Filtering Firewall Equipment (PA-3430), for managing and monitoring of the district's network traffic flows, provide security, threat prevention, URL filtering and management, including service, technical support, subscription renewals, etc., and to secure firm, net, delivered pricing per the bid terms and conditions as specified herein.

NOTE – *Some District Facilities Do Not Have Receiving Docks. Please Call The Ship To Location Located On The Purchase Order To Verify Prior To Any/All Deliveries. Delivery May Require A Lift-Gate Truck.*

CONTRACT PERIOD

The Contract Period shall commence ***upon contract award***, and end ***two (2) years from date of award.*** However, this bid shall be subject to a review at the end of each twelve (12) month period from the date of award and subject to cancellation**.** This contract will be extended ninety (90) days beyond the contract expiration date, if needed, to allow for the Board approval of any/all renewals. The awarded vendor(s) agree to this condition by signing their bid. The awardee(s) will be notified by the Purchasing Department when this recommendation has been acted upon.

RENEWAL OPTION

By mutual consent of the School Board of Hernando County, Florida, and the successful bidder, this contract may be renewed for **three (3) additional one (1) year periods.**

CONTRACT VALUE

It is anticipated that the total dollar amount the district could expend, as a result of any contract award, is estimated at approximately $150,000/total, per year, excluding renewal options. This is only an **estimate** and actual volume could vary up or down. The district will not be held responsible if actual purchases are less than this amount.

BID CONTENT & SUBMITTAL

Two (2) complete copies (1 original & 1 copy) of the bid proposal shall be submitted by respondents. Each bid proposal shall include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

BID CONTENT & SUBMITTAL

Two (2) complete copies (1 original & 1 copy) of the bid proposal shall be submitted by respondents. Each bid proposal shall include all information and submittals requested in this bid. Incomplete bid proposals may be declared non-responsive.

ADDITIONAL REQUIRED SUBMITTALS & REQUIREMENTS

- A minimum of four (4) references of projects that are similar in scope. Provide location, contact person and phone number. (See Customer Reference Form)
- Certification your company is registered to do business in the state of Florida (sunbiz.org print-out is acceptable)

EVENT TIMELINES

➢ Posting of Bid Documents	January 4, 2023
➢ Questions Deadline Date	January 18, 2023 – 4:00 PM ET
➢ Due Date of Responses	February 2, 2023 – no later than 2:00 PM ET
➢ Tentative Board Approval	March 2023 (subject to change)

Dates above are subject to change to meet the needs of the district.

BID SPECIFICATIONS

AWARD

This bid will be awarded **ALL OR NONE** to the lowest and best responsive and responsible bidder meeting all terms, conditions and specifications as outlined and deemed to be able to serve in the best interest of the district. The district reserves the right to eliminate any item or items, from the award, if the district so chooses. Awarded vendors shall be able to perform all requirements stated in the bid.

The district reserves the right to award or reject any or all bids, either in whole or in part, or by individual item and award the balance, with rights being maintained to make multiple awards if in the best interest of the district to do so.

QUALIFICATIONS OF BIDDERS

All bidders must be able to prove that they are currently and appropriately licensed, if applicable to perform the requirements and services as requested in this bid. Bids will be considered only from vendors normally engaged in the provision of the goods and services specified herein and who have a minimum ***five (5)*** years' experience with similar projects, possess adequate plant, equipment, labor and supervisory personnel and adequate financial security to perform the requirements of this bid. Bidders shall have adequate financial security to perform the requirements of this bid. Bidders shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Hernando County School District. The school district reserves the right, before recommending any award, to inspect the facilities and organization; or to take any other action necessary to determine the bidders' ability to perform satisfactorily (request references); and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the bidder to perform the requirements of this bid.

RECEIPT OF BIDS

Bids will be accepted on or until ***2:00 PM*** on the due date specified within the solicitation. Bids will be accepted if date/time stamped ***2:00 PM*** date/time stamps of ***2:01 PM*** or later will be rejected. Bids will be accepted and opened in accordance with **F.S. 119.071.** ***Please Note – The Time and Date Stamp a Solicitation Has Been Received Shall Only Apply As Indicated By The Official Solicitation Time Clock Located in the Purchasing Department, located at 8050 Mobley Road, Brooksville, FL 34601. No Other Time Clock Shall Apply.***

SERVICE REQUIREMENTS

1. Bids will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the School Board of Hernando County, Florida, and possess applicable in-state representation to assist in proper application and to resolve any/all technical problems during the term of the contract and subsequent renewal periods.
2. Replacement parts shall be made available in sufficient supply to keep equipment purchased from this bid in operational condition for a minimum of five (5) years after equipment delivery and acceptance. After expiration of any warranties and during this five (5) year period, all required parts shall be shipped within sixty (60) days after receipt of customer's purchase order.
3. If requested by the customer, the bidder must be prepared to provide a free demonstration of the equipment sold under this bid to acquaint the customer with its operation.
4. The successful bidder shall include the cost of installation when requested in the specifications. If the specification calls for assembly by the vendor, equipment shall be assembled either before or upon delivery. If equipment is assembled prior to delivery, the vendor must package merchandise appropriately and take all necessary precautions to avoid damage in transit. The recipient shall make every attempt to inspect merchandise upon delivery, if possible, and make note of any damage on the bill of lading. Damaged goods discovered after delivery personnel have left, shall be reported to the vendor within ten (10) calendar days of receipt for replacement or repair. When installation is complete, the vendor will be responsible to dispose of all packing materials, and to leave the site in a clean and orderly state.

INSURANCE

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2M per occurrence or claim, $2M aggregate.

BID SPECIFICATIONS

HOLIDAY BREAKS-SCHOOL YEAR 2022-2023

Each year, schools and administrative offices are closed for Thanksgiving, Winter and Spring break periods. Please review the below schedule for those applicable dates school sites and administration offices will be closed and reopening during these times:

	THANKSGIVING		WINTER HOLIDAYS		SPRING BREAK	
	CLOSED	**REOPEN**	**CLOSED**	**REOPEN**	**CLOSED**	**REOPEN**
SCHOOLS	11/21/22	11/28/22	12/19/22	01/03/23	03/10/23	03/20/23
ADMIN. OFFICES	11/21/22	11/28/22	12/19/22	01/02/23	03/13/23	03/20/23

Additional Dates/Holidays	First Day of School (Students)	08/10/22	Presidents Day	02/20/23
	Labor Day	09/05/22	Long Weekend **offices/schools closed**	04/07/23
	Veterans Day	11/11/22	Memorial Day	05/29/23
	Martin Luther King Day	01/16/23	Last Day of School (Students)	05/31/23

No deliveries will be accepted during the dates indicated above marked as closed. Please adjust your delivery schedules accordingly.

Purchase Orders will either contain notices or print special notification terms and condition codes referencing these important dates as holiday breaks approach. *PLEASE READ THEM CAREFULLY*.

REVIEW OF STATE CONTRACTS

Prior to the release of this Invitation to Bid, a review of the State of Florida purchasing agreements was conducted determine if their use would be economically advantageous to the District.

CONFLICT OF INTEREST

Bidder must execute either Section I or Section II hereunder, relative to Florida State Statute 112, failure to execute either section may result in rejection of your bid/proposal. All Proposers must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of the Hernando County School District. Further, all Proposers must disclose the name of any HCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

SECTION I

I hereby certify that no official or employee of Hernando County School Board, requiring the goods or services described in these specifications, has a material financial interest in this company.

Signature of Officer/Agent authorized	Company Name
Print Name	Business Address
	City, State, Zip Code

Approved as to form

Nancy McClain Alfonso
General Counsel, HCSB

I hereby certify that the following named Hernando County School Board official(s) and/or employee(s) having material financial interest(s) in this company. *(Please use separate sheet if needed)*

Name	Title or Position
Name	Title or Position
Signature of Officer/Agent authorized	Company Name
Print Name	Business Address
	City, State, Zip Code

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of bidder _____

Identify the state in which the bidder has its principal place of business _____

Bidder's signature _____

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: **Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.**

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

☐ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** _____%in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** _____% in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

_____

Signature of out-of-state bidder's attorney _____

Printed name of out-of-state bidder's attorney _____

Address of out-of-state bidder's attorney _____

Telephone number of out-of-state bidder's attorney (_____) _____ - _____

Email address of out-of-state bidder's attorney _____

Attorney's states of bar admission _____

CUSTOMER REFERENCE FORM

LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCES SIMILAR IN SCOPE TO THE HERNANDO SCHOOL DISTRICT:
(duplicate as needed)

Reference No.1

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

Date Last Supplied Products or Services: _____

Reference No.2

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

Date Last Supplied Products or Services: _____

Reference No.3

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

Date Last Supplied Products or Services: _____

Reference No.4

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

Date Last Supplied Products or Services: _____

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

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

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

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

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

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

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

_____

Vendor's Signature

INSURANCE REQUIREMENTS FOR VENDOR(S)

1. Vendor agrees to indemnify, defend and hold harmless the Hernando County School District, its current, former and future Board members, employees, volunteers and agents from and against any and all causes of actions, claims, personal injury claims, costs, fees and expenses of any kind arising out of or relating to the services/goods provided or work performed by the Vendor, its employees, agents, representatives, independent contractors, or assigns including, but not limited to, claims for personal injury, damage to property, including the loss of use thereof, and worker's compensation claims made by Vendor's employees, agents, representatives, or assigns.

2. Throughout the duration of this Agreement, and from the time that work first commences until completion of the work under this Agreement, Vendor, its agents and subcontractors shall purchase and maintain such insurance as will protect him from and the Owner (Hernando County School District, its current, former and future Board members, employees, volunteers and agents) from claims set forth below which may arise out of or result from the Vendor's execution of the Work, whether such execution of Work be by himself or by a Sub-Contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them are liable.

3. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or materially changed unless at least **thirty (30) days** written notice has been given to the Owner.

4. Vendor shall procure and maintain at his own expense, during the Contract Time, Insurance as hereinafter specified:
   a. Commercial General Liability – with limits of liability of not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate
   b. Commercial Automobile Liability - with limits of liability of not less than $1,000,000.00 combined single limit each accident.
   c. Worker's Compensation – Statutory limits, as required by Florida Statutes, Chapter 440, as well as Employer's Liability at $1,000,000.00 per occurrence.
   d. Professional Liability – with limits of liability of not less than $1,000,000.00 with a deductible not to exceed $25,000. The deductible shall be the responsibility of the insured.
   e. Cyber Liability Insurance - with limits not less than $2M per occurrence or claim, $2M aggregate.
   f. Technology Professional Liability Errors and Omissions Insurance - with limits not less than $2M per occurrence or claim, $2M aggregate.

5. The commercial automobile liability and commercial general liability coverage shall be written on an "occurrence" basis.

6. The commercial automobile liability coverage shall include coverage for owned, non-owned, and hired vehicles.

7. Coverage shall be placed with carriers who maintain an A.M. Best rating of at least A- or better with a financial rating of VII or better and who are authorized to do business in the state of Florida.

8. Professional Liability Insurance is to be maintained for the life of the contract/agreement, plus two years after completion.

9. Property Damage – with limits of liability of not less than $1,000,000.00 per person; and $2,000,000.00 per occurrence.

10. The Hernando County School District, its current, former and future Board members, employees, volunteers and agents shall be named as both an ***"Additional Insured"*** and ***"Certificate Holder"*** on all insurance policies by the vendor's, its agents' and subcontractors' policies. The additional insured coverage shall be primary and non-contributory, irrespective of any other insurance or self-insurance programs carried by the Hernando County School District.

11. If Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract/Agreement, the same shall be deemed a material breach of contract. The Hernando County School District, at its sole option, may terminate this contract/agreement and obtain damages from Vendor resulting from said breach.

Prior to the start of any work/services to be performed and upon request, Vendor, its agents and subcontractors shall provide the Hernando County School District with an insurance certificate evidencing their worker's compensation, commercial automobile liability, commercial general liability and professional liability coverage. In addition to the certificate of insurance required hereunder, the Vendor shall also provide copies of written endorsements that name the Hernando County School District, its current, former and future Board members, employees, volunteers and agents as additional insured.

BID PROPOSAL FORM

Method of Award: All or None

Item No.	Item Description	QTY	Unit Cost	Extended Cost
1.	Palo Alto Network PA-3430 *** NO SUBSTITUTES *** Mfg #PAN-PA-3430	2	$	$
2.	Premium Support PA-3430 Mfg #SVC-PREM-3430	Annual Renewal (2)	$	$
3.	Adv. Threat Prevention Subscription, Mfg #PAN-PA-3430-ATP-HA2	Annual Renewal (2)	$	$
4.	DNS Security Subscription PA-3430 for one device in HA pair MFG #PA-3430-DNS-HA2	Annual Renewal (2)	$	$
5.	Wildfire Subscription MFG #PA-3430-WF-HA2	Annual Renewal (2)	$	$
			TOTAL COST	$
Balance of Line Percentage (%) Discount off (-) Manufacturer's List Price of Items (if needed)				_____%
Shipping & Handling Charges				$

Questionnaire:

1. Have you read and do you understand the scope, requirements, and specifications within this solicitation? ☐Yes ☐ No
2. Is your company registered to do business within the State of Florida? ☐Yes ☐ No
3. Did you explain any exceptions to your pricing, discounts, shipping & handling charges, etc.? ☐Yes ☐ No
4. Does your company accept payments with a Visa Card? * ☐Yes ☐ No

   * Any/all processing, handling, bank fees, etc. must be taken into consideration. No additional charges can be added to vendor invoices.

5. Anticipated delivery after receipt of order (ARO) _____ Days
6. Manufacturer's Warranty Information _____ Years

Additional Information: Please indicate any additional information or exceptions to your submittal and/or pricing. This information will be taken into consideration when reviewing all submittals, prior to making a recommendation for award.

_____
_____
_____

Contact Information:

Name: _____
Phone: _____
Email: _____

ADDENDA ACKNOWLEDGEMENT

In some instances, an addendum to a posted solicitation may be necessary. If so, it will be posted to Public Purchase. Before submitted your bid, please check the Public Purchase website (www.publicpurchase.com) for any/all addendums posted.

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

ADDENDUM NO.	_____	DATED	_____	***ADDENDUM NO***.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____	***ADDENDUM NO***.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____	***ADDENDUM NO***.	_____	DATED	_____

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the items are completed and/or enclosed with your bid proposal packet.

Verified	Description of Submittal	Ref. Page No.
☐	Invitation to Bid Form – *Completed and Signed*	1
☐	Jessica Lunsford Act Compliance – *Initial and Date Bottom of Page*	3
☐	E-Verify – *Sign and Date Bottom of Page*	14
☐	Sunbiz Registration (State of Florida) – *Print out is acceptable*	17 & 25
☐	Conflict of Interest – *Complete Appropriate Section*	20
☐	Bidders Statement of Principal Place of Business – *Complete Appropriate Section*	21
☐	List of Customer References – *Complete all Four (4) Sections*	22
☐	Drug Free Workplace Certification Form (optional) – *Signature at Bottom of Page*	23
☐	Insurance Certificate – *Initial and Date Bottom of Page* COI to include evidence of workers compensation coverage (See Page 24) ***NOTE**-It is the contractor's responsibility to see the district has on file current certificates and is NOT operating on expired certificates. Purchase Orders will not be issued to contractor's unless current certificates of insurance are on file.*	24
☐	Visa Payments	25
☐	Bid Proposal Form – *Complete Page*	25
☐	Certificates of Warranty – *Provide Warranty Information*	25
☐	Addendum(s) Acknowledgement to Solicitation (if applicable)	26

*** IMPORTANT REMINDERS ***

Direct any and all questions pertaining to this solicitation using the Public Purchase website. Only the questions posted on Public Purchase will be addressed. Answers will posted to Public Purchase or an addendum issued if necessary. This will ensure all questions are documented and responses are available to all vendors.

Prior to submitting your bid, check the Public Purchase website for any addenda that may have been issued pertaining to this solicitation.
www.publicpurchase.com

Make sure your profile information including a valid email address is updated on Public Purchase to ensure receipt of email notifications from the Public Purchase system pertaining to bids, addendums and awards.

Include a completed Request for Taxpayer Identification Number and Certification Form W-9 *(New Vendors Doing Business With The School District For The First Time,* ***OR*** *If Your Company Has Had A Change of Address, Name, Etc.) Please Remember To* ***Upload A W9*** *To Your Public Purchase Profile After Completing Registration*

Remember To Submit *Two (2) Complete Copies* Of The Bid (1 Original & 1 Copy)

The items on the above checklist are required.

Any missing or incomplete pages may render your bid Non-Responsive

The Hernando County School District reserves the right to waive any informalities or irregularities, reject any and all submittals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all submittals in whole or in part with or without cause; to re-advertise, to award in whole or in part to one or more bidders and to accept the submittal(s) which serves in the best interest of the District.

WHEN SUBMITTING YOUR SEALED BID REMEMBER TO CLEARLY MARK THE OUTSIDE ENVELOPE WITH YOUR COMPANY NAME, BID TITLE AND BID NUMBER

LABEL

Please use the below label by cutting along the border and affixing to your sealed bid envelope to identify it as a "SEALED BID". Be sure to complete the "Submitted By:" line with your company name.

SEALED BID • DO NOT OPEN

SEALED BID NO.: 23-206-24

BID TITLE Palo Alto Network Web Filtering Firewall Equipment & Service

DUE DATE/TIME: February 2, 2023, 2:00 PM ET

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: HERNANDO COUNTY SCHOOLS
Purchasing Department
8050 Mobley Road
Brooksville, FL 34601



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: X
New for Current Year:

Prior Year Approved Budget: $ 46,846.00

Prior Year Actual Spent: $ 46,846.00

**** 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 # 25. 23-1267 2/28/2023

Title and Board Action Requested
Approve the amendment to the agreement with Skanska USA Building, Inc., for construction goods and services for the Suncoast Technical Educational Center and authorize the purchase of construction goods & services for $10,236,610.00.

Executive Summary
The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve the amendment to the agreement with Skanska USA Building, Inc., for construction goods and services for the Suncoast Technical Educational Center and authorize the purchase of construction goods & services for $10,236,610.00.

On January 11, 2022, Agenda Item 22-0287, approved the Construction Manager Agreement with Skanska USA Building, Inc. and authorized the purchase of pre-construction services in the amount of $78,500.00

Article 5.1.1 of the approved contract indicates compensation for pre-construction phase services shall not exceed $78,500.00. This amendment guarantees the contract sum for the construction phase services shall not exceed $10,236,610.00. Consequently, the total compensation to Skanska USA Building, Inc. for construction management services shall not exceed $10,315,110.00.

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 $10,236,610.00, see attached budget sheet. The cost for the previous fiscal year was $78,500.00.

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.

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Twenty-eight day of February in the year Two-thousand twenty-three , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Eleventh day of January in the year Two-thousand twenty-two (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and location or address)
Suncoast Technical Educational Center New Building
Joint Use-Spring Hill Dr. & Helicopter Dr. (Proposed TBD)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

THE OWNER:
(Name, legal status, and address)
School District of Hernando County, Florida
8016 Mobley Rd
Brooksville, FL 34601

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)
Skanska USA Building, Inc.
400 North Ashley Drive
Tampa FL 33602

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

Init.
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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed
Ten-million two-hundred thirty-six thousand six-hundred ten dollars and no cents
($ 10,236,610.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See GMP Proposal Dated Februray 8th, 2023

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Deductive Alternates as listed in GMP Proposal Dated 2/8/2023	$(261,375.00)

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Owner Direct Purchase	$85,450 (estimate)	Owner's option
Owner Provided Utilities	$90,967	Owner's option

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☑ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon issuance of a Notice to Proceed

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☑ By the following date: **07/30/2024**

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	GMP Proposal	2/08/2023	33

§ A.3.1.2 The following Specifications:

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(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Per Tab 4 of the GMP Amendment dated 2/08/2023

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Per Tab 4 of the GMP Amendment dated 2/08/2023

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
As listed on page 9 of GMP dated 2/08/2023	$139,166
excluding ODP tax savings	

Init.

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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

The GMP amount shall include the Construction Manager's contingency and Owner's contingency, in the amounts defined in the GMP proposal. The GMP amount includes sales taxes and utilities during construction as more further defined in the GMP proposal. The Owner may elect to use the Owner's Direct Purchase program to exclude sales taxes on certain items and the savings will be credited to the owner. The Owner may elect to pay for utilities during construction upon mutual agreement with the Construction Manager.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Per the GMP Proposal dated February 8th, 2023

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Daniel Abou-Jaoude, Vice President *(Printed name and title)*

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Agenda 23-1267
Suncoast Tech GMP

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: **PECO Funds New Vo-Tech School**

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	3423E/3424E	7400	6XXX	8500	13200	

Original Approved Budget	+ -	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
$ 10,236,610.00		$ 0.00		$ 0.00		$ 10,236,610.00		$ 10,236,610.00		$ 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: $ 78,500.00
Prior Year Actual Spent: $ 78,500.00

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

Agenda Item # 26. 23-1275 2/28/2023

Title and Board Action Requested

Approve piggybacking State of Florida, Florida board of Education bid no. ITB #202-02, Type A, Type C and Type D School Buses with Optional Equipment, awarded to Sun State International Truck, LLC and authorize the purchase for One (1) 77 Lift Passenger School Bus with Gatekeeper Back Cameras in the amount of $27,136.00. This purchase is contingent on the grant being approved in the amount $119,704.00 through the Driving Choice Grant Program.

Executive Summary

The Director of Transportation, on behalf of the Superintendent of Schools, hereby requests the Board Approve piggyback State of Florida, Florida board of Education bid no. ITB #2023-02, Type A, Type C and Type D School Buses with Optional Equipment, awarded to Sun State International Truck, LLC and authorize the purchase for One (1) 77 Lift Passenger School Bus with Gatekeeper Back Cameras in the amount of $27,136.00. This purchase is contingent on the grant being approved in the amount of $119.704.00 through the Driving Choice Grant Program.

HCSB Bid #23-071-33 PB has been assigned for internal tracking purposes

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 27,136.00, 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.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting: **February 28, 2023**

Bid No. 23-071-33 PB

Bid Title: Type A, C and D School Buses and Optional Equipment

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
☐Reversed Auction	☒ Piggyback Cooperative (FLDOE)		

Bid Contract Period: 01/01/2023 to 12/31/2025 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Unit Prices, 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: Piggyback the State of Florida, Florida Department of Education ITB #2023-02: *Type A, C and D School Buses and Optional Equipment*, awarded to Sun State International Truck, LLC. HCSB Bid #23-071-33 PB has been assigned for internal tracking purposes.

Bidders Electronically Downloaded From Public Purchase Website:	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	☒ **N/A – Bids Not Required:** Piggyback

Submitted By: Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Ralph Leath
Director of Transportation

Department(s): Transportation

Recommended award: Sun State International Truck, LLC

T/C CODE: 2333

Sun State International Trucks, LLC

Margaret Holland
Account Manager - South Florida
813-503-7418

6020 Adamo Drive
Tampa, FL 33619

FLDOE Bid # 2023-02

Customer #11039

Quoted To:	Hernando District School Board	Phone:	352-797-7003			Quote #:	77 Pass Lift 2023
Address:	3339 California Street	Fax:			0	Quote Date:	1/24/2023
	Brooksville Fl, 34604	Email:	leath_r@hcsb.k12.fl.us				
				0			

Quote For: 77 Passenger Lift w/IC AC

Item #	Description	Qty	Unit Price	Discount	Price
Bid Reference #	**77 Passenger Type C School Bus with LIFT (STD - Cummins ISB 250hp/660LbFt)**	1	$ 123,022.00	$ -	$ 123,022.00
All	[C1A]Front Tow Hooks	1	83.00	-	83.00
All	[C1B] Rear Tow Hooks	1	61.00	-	61.00
C65-77p - Diesel	[C4]100 Gallon Fuel Tank (Air-Ride not required)	1	672.00	-	672.00
Option	[C8] Adjustable Pedals (Includes Telescope steering)	1	825.00	-	825.00
C67-77L	[C10] Air Ride Rear Suspension	1	519.00	-	519.00
Option	[B5B] PA w/Radio	1	453.00	-	453.00
Non Track Seats	[B7D] BTI Intergraded Child Restraint Seat (2 per seat) check under add opt price	2	468.00	-	936.00
Option	[B8] Exterior Body Light Monitor	1	193.00	-	193.00
Option	[B18] Underseat Rear Heater- wall mount	1	490.00	-	490.00
Lift	Braun, NCL1000FIB3451, 1000#, 34" Wide	1	233.00	-	233.00
Additional Options	Tag and Title Processing County $200 - Non-Municipality $600	1	200.00	-	200.00
Additional Options	Telescoping Steering Wheel	1	251.00	-	251.00
Delivery	Delivery to Region 3	1	1,320.00	-	1,320.00
IC Air, System 3	Front & Rear In-wall evaps, skirt cond, 2-TM 21 comp, digital controls	1	11,582.00	-	11,582.00
Y35 HD-1HD, 1 TB	Y35 with 1 hi-def camera with 15' harness, driver alert, 1 TB hard drive	1	1,953.00	-	1,953.00
G4-GPS A	GPS Puck antenna	1	145.00	-	145.00
Wi-Fi Antenna	Dual Band WIFI Antenna and NMO with cable	1	211.00	-	211.00
Drop Mount	Camera Drop Mounts	1	193.00	-	193.00
AHD 720 Camera	HD Camera, 720p, includes 15', 30' or 60' cable	4	334.00	-	1,336.00
TXM11 Camera	HD Camera, 720p, includes 15', 30' or 60' cable	1	344.00	-	344.00
Adaper Cable	camera adapter cables	1	46.00	-	46.00
Video Display Mirro	1080p, with Lever-Lok	1	1,742.00	-	1,742.00
Remote Commissior	Connectivity to bring buses online once delivered, supported by Gatekeeper	1	30.00	-	30.00

2023-02 Standards included in the Base Bus

OCC Telematics & IC 360 w/ 5 yr service plan ~ ESC ~ Bendix Advanced Collision Mitigation ~ Bendix intellipark

7 yr. Allison Warranty ~ 325-amp Alt ~ Auto Headlight System ~ Pro lo hatch ~ Vandal box w/key ~ 76" Headroom
Stainless Steel Heated Exterior Mirrors ~ Cruise Control ~ Left Driver Glove Box with Cup Holder
Navi Flex Stepwell Coating ~ 12v Outlet ~ Rear & Forward Handrail ~ Exhaust Brake ~ Perforated Ceiling Panels

IC Integrated Independent Dash A/C

Quote Subtotal	$ 146,840.00
Tax Rate	0.00%
Sales Tax	-
Other	-
Less Deposit	0.00
TOTAL	$ 146,840.00

Make all Purchase Orders out to Sun State International Trucks, LLC.

Sun State International Trucks, LLC

Margaret Holland
Account Manager - South Florida
813-503-7418

6020 Adamo Drive
Tampa, FL 33619

FLDOE Bid # 2023-02

Customer #11039

Quoted To:	Hernando District School Board	Phone:	352-797-7003			Quote #:	77 Pass Lift 2023
Address:	3339 California Street	Fax:			0	Quote Date:	1/24/2023
	Brooksville Fl, 34604	Email:	leath_r@hcsb.k12.fl.us				
				0			

Quote For: 77 Passenger Lift w/IC AC

Item #	Description	Qty	Unit Price	Discount	Price
Bid Reference #	**77 Passenger Type C School Bus with LIFT (STD - Cummins ISB 250hp/660LbFt)**	1	$ 123,022.00	$ -	$ 123,022.00
All	[C1A]Front Tow Hooks	1	83.00	-	83.00
All	[C1B] Rear Tow Hooks	1	61.00	-	61.00
C65-77p - Diesel	[C4]100 Gallon Fuel Tank (Air-Ride not required)	1	672.00	-	672.00
Option	[C8] Adjustable Pedals (Includes Telescope steering)	1	825.00	-	825.00
C67-77L	[C10] Air Ride Rear Suspension	1	519.00	-	519.00
Option	[B5B] PA w/Radio	1	453.00	-	453.00
Non Track Seats	[B7D] BTI Intergraded Child Restraint Seat (2 per seat) check under add opt price	2	468.00	-	936.00
Option	[B8] Exterior Body Light Monitor	1	193.00	-	193.00
Option	[B18] Underseat Rear Heater- wall mount	1	490.00	-	490.00
Lift	Braun, NCL1000FIB3451, 1000#, 34" Wide	1	233.00	-	233.00
Additional Options	Tag and Title Processing County $200 - Non-Municipality $600	1	200.00	-	200.00
Additional Options	Telescoping Steering Wheel	1	251.00	-	251.00
Delivery	Delivery to Region 3	1	1,320.00	-	1,320.00
IC Air, System 3	Front & Rear In-wall evaps, skirt cond, 2-TM 21 comp, digital controls	1	11,582.00	-	11,582.00
Y35 HD-1HD, 1 TB	Y35 with 1 hi-def camera with 15' harness, driver alert, 1 TB hard drive	1	1,953.00	-	1,953.00
G4-GPS A	GPS Puck antenna	1	145.00	-	145.00
Wi-Fi Antenna	Dual Band WIFI Antenna and NMO with cable	1	211.00	-	211.00
Drop Mount	Camera Drop Mounts	1	193.00	-	193.00
AHD 720 Camera	HD Camera, 720p, includes 15', 30' or 60' cable	4	334.00	-	1,336.00
TXM11 Camera	HD Camera, 720p, includes 15', 30' or 60' cable	1	344.00	-	344.00
Adaper Cable	camera adapter cables	1	46.00	-	46.00
Video Display Mirro	1080p, with Lever-Lok	1	1,742.00	-	1,742.00
Remote Commissior	Connectivity to bring buses online once delivered, supported by Gatekeeper	1	30.00	-	30.00

2023-02 Standards included in the Base Bus

OCC Telematics & IC 360 w/ 5 yr service plan ~ ESC ~ Bendix Advanced Collision Mitigation ~ Bendix intellipark

7 yr. Allison Warranty ~ 325-amp Alt ~ Auto Headlight System ~ Pro lo hatch ~ Vandal box w/key ~ 76" Headroom
Stainless Steel Heated Exterior Mirrors ~ Cruise Control ~ Left Driver Glove Box with Cup Holder
Navi Flex Stepwell Coating ~ 12v Outlet ~ Rear & Forward Handrail ~ Exhaust Brake ~ Perforated Ceiling Panels

IC Integrated Independent Dash A/C

Quote Subtotal	$ 146,840.00
Tax Rate	0.00%
Sales Tax	-
Other	-
Less Deposit	0.00
TOTAL	$ 146,840.00

Make all Purchase Orders out to Sun State International Trucks, LLC.

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/Transportation

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	7800	6510	9602	00100	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$ 27,136.00	$ .00	$ .00	$ 27,136.00	$ 27,136.00	$ .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: Driving Choice Grant Program

Account Name: General Fund/Facilities Acq. & Constr./Buses/Transportation/Driving Choice Grant Program

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	1100	7400	6510	9602	88400	

Amount $ 119,704.00

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: $ .00
Prior Year Actual Spent: $ .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 # 27. 23-1281 2/28/2023

Title and Board Action Requested

Approve renewing bid no. 21-936-39 RN, Generator Equipment On-Site Repairs & Preventative Maintenance Services, to Paramount Power, Inc., for Generator Equipment On-Site Repairs & Preventative Maintenance Services and authorize the purchase for estimated annual amount of $43,620.00.

Executive Summary

The Fire Official/Plans Examiner, on behalf of the Superintendent of Schools, hereby requests the Board approve renewing bid no. 21-936-39 RN, Generator Equipment On-Site Repairs & Preventative Maintenance Services, to Paramount Power, Inc., for Generator Equipment On-Site Repairs & Preventative Maintenance Services and authorize the purchase for an estimated annual amount of $43,620.00.

My Contact

William L Hall
Fire Official/Plans Examiner
hall_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 $43,620.00, see attached budget sheet. The cost for the previous fiscal year was $48,020.09.

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: **February 28, 2023**

Bid No. 21-936-39 RN

Bid Title: Generator Equipment On-Site Repairs & Preventative Maintenance Services

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: 03/09/2023 through 03/08/2024 ☐ N/A – One Time Purchase

Contract Type: ☐ Estimated Dollar Amount ☐ Firm, Fixed Dollar Amount ☐ Firm, Fixed Unit Prices ☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:	No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
	2		1	

Rationale/Reason:

Bidders Electronically Downloaded From Public Purchase Website: 33	**Bids Received:**	**No Bids:**	**Late Bids:**	**Rejected Bids:**	**N/A – Bids Not Required:** Renewal
	- 0 -	- 0 -	- 0 -	- 0 -	

Submitted By: Neilson McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Bill Hall
Fire Official/Plans Examiner

Department(s): Facilities Department

Recommended award, description of items and prices: (See attached)

T/C CODE: 2139

Paramount Power, Inc. (V-50180)

1. Major and Minor Preventative Maintenance (PM) Programs must performed in strict accordance with the manufacturer's guidelines for the applicable equipment.

Item No.	Description	Unit Price	Quantity	PM Performed Times/Year
A.	Full Annual **Major** Preventative Maintenance Program	$495.00	28	One (1) Time per Year
B.	**Minor** Preventative Program	$85.00	28	Two (2) Times per Year

2. Straight Labor Rate during normal business hours, Monday-Friday, 7:00 am to 5:00 pm
   Technician: $95.00 / hour
   Helper: $95.00 / hour

3. Overtime rate after 5:00 pm or before 7:00 am
   Technician: $130.00 / hour
   Helper: $130.00 / hour

4. Weekend & holiday rates, when schools are not in session
   Technician: $130.00 / hour
   Helper: $130.00 / hour

5. Flat service charge, including mileage (if applicable) $450.00 / hour

6. If your company utilizes the services of **subcontractor's**, as authorized in this bid, for a particular project or portion thereof, indicate a percentage mark-up which would be added to their costs and included in your request for payment from the District. District personnel may request applicable documentation, (copy of subcontractor's invoice, etc.), for verification purposes at any time, when requests for contractor payments are deemed excessive. 15%

7. Percentage mark-up manufacturer(s) list price for parts, supplies & materials, regardless of manufacturer shall apply. 15%

8. State labor (workmanship) warranty: 30 Days

9. Manufacturers standard one (1) warranty applies for parts: 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

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: 2023-2024 Fiscal Year Budget- General Funds

Account Name: On-Site Preventive Maintenance To Emergency Generators District- Wide

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100E	8100	3510	9550	4950	

Amount $ 18,620.00

Funding Source: 2023-2024 Fiscal Year Budget- General funds

Account Name: On-Site Repairs to Emergency Generators District-Wide

Account Number

Fund	Function	Object	Cost Center	Project	Sub Project
1100E	8100	3500	9550	4950	

Amount $ 25,000.00

C. History

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

Prior Year Approved Budget: 48,020.09

Prior Year Actual Spent: 48,020.09

**** 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 # 28. 23-1282 2/28/2023

Title and Board Action Requested

Award Bid No. 23-420/425-26, Furniture-All Types, to Multiple Vendors and Authorize Purchases on an As-Needed Basis District-Wide, for an Estimated Annual Spending of $500,000.00

Executive Summary

The Director of Purchasing, on behalf of the Superintendent of Schools, hereby requests the Board approve the award of Bid No. 23-420/425-26, Furniture-All Types to multiple vendors as outlined on the attached tabulation sheet. This bid offers schools and departments firm fixed percentage and/or educational discounted pricing for a variety of furniture, including classroom, office, cafeteria, food court, etc. Purchases will be made as needed, and the estimated expenditure will be charged to various schools and sites already approved budgets.

My Contact

Neil D. McDonald
Director of Purchasing & Warehousing
8050 Mobley Road
Brooksville, FL 34601
(352) 797-7060

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is $500,000, see attached budget sheet. The cost for the previous fiscal year was $ 292,211.32

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: February 28, 2023

Bid No. 23-420/425-26 **Bid Title:** Furniture – All Types

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
☐Reversed Auction	☐ Piggyback Cooperative		

Bid Contract Period: 02/28/2023 through 02/27/2026 ☐ N/A – One Time Purchase

Contract Type:

☐ Estimated Dollar Amount	☐ Firm, Fixed Dollar Amount	☐ Firm, Fixed Unit Prices	☒ Firm, Fixed Unit Prices, Hourly Rates, Fees and/or Percentages

Renewal Options:

No. of Terms Remaining	☐ Length of Each Term (month)	☒ Length of Each Term (year)	☐ None
1		3	

Rationale/Reason:

Bidders Electronically Downloaded From Public Purchase Website: 73	Bids Received:	No Bids:	Late Bids:	Rejected Bids:	☐ N/A – Bids Not Required:
	- 8 -	- 2 -	- 0 -	- 0 -	

Submitted By: Neil D. McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By: Purchasing Department

Department(s): District Wide

Recommended award, description of items and prices: (See attached)

T/C CODE: 2326

Bid # 23-420/425-26 – Furniture, All Types

VENDOR	FURNITURE MANUFACTURER REPRESENTED	DISCOUNT		EXCEPTIONS/ SPECIAL CONDITIONS	DELIVERY ARO (DAYS)	SAMPLING OF PRODUCTS OFFERED	CONTACT INFORMATION
		Inside Delivery	Inside Delivery & Installed				
BSN Sports, LLC (Furniture Only)	BSN Sports, LLC	10.00%	0.00%	See Exception List with the Purchasing Department.	2 – 4 weeks	Bleachers, Benches, Chairs, Picnic Tables	Chris Bloomfield bsnbid@bsnsports.com 800-527-7510 ext 7324 Iyron Hamel ihamel@bsnsports.com 972-884-7317

Bid # 23-420/425-26 – Furniture, All Types

VENDOR	FURNITURE MANUFACTURER REPRESENTED	DISCOUNT		EXCEPTIONS/ SPECIAL CONDITIONS	DELIVERY ARO (DAYS)	SAMPLING OF PRODUCTS OFFERED	CONTACT INFORMATION
		Inside Delivery	Inside Delivery & Installed				
Ernie Morris Enterprises, Inc. (V-2172)	All Seating	60.00%	55.20%		2 to 22 weeks depending on manufacturer	Administrative, Classroom, LT, Maker Space, Food Service, Media Center, Industrial arts, Outdoor, Lobby, Signage, Panel Systems, Shelving	Cole Durgan: 352-793-2745 cdurgan@erniemorris.com Nicole Bates 352-793-2745 nbates@erniemorris.com www.erniemorris.com
	AmTab	42.40%	41.40%				
	Artco Bell	60.80%	55.80%				
	Balt/ Best Right	44.50%	39.50%				
	Broadart	52.50%	36.50%				
	Bush Industries	49.20%	43.10%				
	Carpet for Kids	15.20%	6.80%				
	CEF, Inc.	35.50%	27.90%				
	Columbia Manufacturing	52.00%	46.20%				
	Cramer	20.90%	16.80%				
	Datum Filing Systems	42.30%	35.30%				
	ESI	58.00%	52.00%				
	Fireking	45.20%	37.00%				
	Flagship Carpets	12.10%	6.90%				
	Fleetwood Group	35.30%	30.10%				
	Group LaCassee	46.80%	42.10%				
	Hann	38.00%	32.00%				
	Highpoint	54.90%	49.40%				
	Hirsh	43.90%	39.80%				
	HON	61.00%	60.10%				

VENDOR	FURNITURE MANUFACTURER REPRESENTED	DISCOUNT		EXCEPTIONS/ SPECIAL CONDITIONS	DELIVERY ARO (DAYS)	SAMPLING OF PRODUCTS OFFERED	CONTACT INFORMATION
		Inside Delivery	Inside Delivery & Installed				
Ernie Morris Enterprises *Continued*	HON Company	61.00%	60.10%				
	Indiana Desk	48.80%	42.60%				
	JSI	61.60%	56.70%				
	KI	49.10%	47.10%				
	Kimball Office Furniture	60.00%	55.20%				
	Luxor	25.90%	17.10%				
	MooreCo	44.50%	39.50%				
	MyTCoat	6.00%	0.00%				
	National Office Furniture	58.20%	53.10%				
	National Public Seating	48.20%	44.20%				
	Office Star	53.40%	46.80%				
	Palmeri	22.10%	16.90%				
	Russwood	52.30%	49.60%				
	Safco	59.10%	50.70%				
	Workrite	32.60%	26.80%				

Bid # 23-420/425-26 – Furniture, All Types

VENDOR	FURNITURE MANUFACTURER REPRESENTED	DISCOUNT		EXCEPTIONS/ SPECIAL CONDITIONS	DELIVERY ARO (DAYS)	SAMPLING OF PRODUCTS OFFERED	CONTACT INFORMATION
		Inside Delivery	Inside Delivery & Installed				
Lakshore Learning Materials, LLC	Lakeshore Learning Educational Furniture	5.00%	0.00%		7 – 21 Business Days		Penny Stone- 800-778-4456 orderdept@lakeshorelearning.com Clara Sykes- 800-428-4414 lakesohore@lakeshorelearning.com www.lakeshorelearning.com
OEC Business Interiors, Inc	9 to 5 Seating SteelCase	60.70% 69.00%	19.00% 19.00%	If order is over $2,000, a PO must be put in place. Freight charges & surcharges will apply to applicable vendors. Inside deliver services will incur an additional fee.	Vary and subject to change at time of order.	Casegoods, Classroom, Storage, Whiteboards, Conference Tables, Seating, Systems Furniture	Brenda Wawers 352-332-1192 bwawers@oec-fl.com Deanna Griffis 352-332-1192 dgriffis@oec-fl.com

Bid # 23-420/425-26 – Furniture, All Types

VENDOR	FURNITURE MANUFACTURER REPRESENTED	DISCOUNT		EXCEPTIONS/ SPECIAL CONDITIONS	DELIVERY ARO (DAYS)	SAMPLING OF PRODUCTS OFFERED	CONTACT INFORMATION
		Inside Delivery	Inside Delivery & Installed				
Schoolhouse Products, Inc.	Allied Plastics	50%	43%	Additional discounts will be applied to larger orders/ quantities Additional fees may apply for orders less than $5,000	6 – 10 weeks	Classroom, Cafeteria, Media, Admin/ Office, Science, Outdoor Furniture, Early Childhood, Technology/ Lab, STEM/ STEAM, Music Rooms, Computer Labs	Andrea Posusta 813-855-1414 727-452-2442 (cell) andrea@schoolhouseproducts.com Alana Melling 813-855-1414 Alana@schoolhouseproducts.com www.schoolhouseproducts.com
	Corilam	40%	33%				
	Diversified Woodcraft	54%	47%				
	FomCore	47%	40%				
	Global Industries	51%	45%				
	Jonti-Craft	20%	13%				
	Midwest Folding Products	42%	35%				
	Mien	43%	36%				
	Office To Go Furniture	55%	48%				
	Oklahoma Sound Company	48%	41%				
	Palmer Hamilton	45%	38%				
	Pargon Furniture	38%	31%				
	Scholarcraft Products, Inc.	50%	43%				
	Smith Systems	38%	31%				
	Tennsco Corp	34%	27%				
	Tesco	34%	27%				
	Ultra Play	6%	1%				
	WB Manufacturing	62%	55%				

Bid # 23-420/425-26 – Furniture, All Types

VENDOR	FURNITURE MANUFACTURER REPRESENTED	DISCOUNT		EXCEPTIONS/ SPECIAL CONDITIONS	DELIVERY ARO (DAYS)	SAMPLING OF PRODUCTS OFFERED	CONTACT INFORMATION
		Inside Delivery	Inside Delivery & Installed				
School Specialty	ChildCraft Education Class Room Select Eurotech Seating J2 KFI Sico America	25% 25% 47% 25% 54% 37%	15% 15% 40% 25% 47% 32%	Reference Q-287689 when ordering	2 – 4 weeks	Early Childhood, Classroom Chairs/ Tables, Task Chairs, Soft Seating, Classroom Desks, Office, Cafeteria Tables, Storage, Makerspace, Science, Carpets, Music	Benjamin Bortz 843-480-1745 benjaminbortz@schoolspecialty.com www.schoolspecialty.com
Signature Products	Frog Furnishings Ghent Norva Nivel Phoenix Safe USA Special T USA Capital Waddell Display Cases	10.1% 32.7% 40.7% 46.4% 43.6% 34.4% 28.97%	2.6% 24% 35% 40% 35.1% 26.7% 20.8%	Additional discounts on volume orders/ quotes	6 – 16 weeks	Student desks & chairs, Teacher desks, Administrative desks, Workstations/ cubicles, Activity tables, Shelving, Soft Seating, Steel Filing & Storage, Lounge furniture, Cafeteria tables & seating, Conference tables, Classroom storage/ cubbies	Emilyann Tobias 407-299-0896 emily@signatureschoolproducts.com Sharon O'Dea sharon@signatureschoolproducts.com www.signatureschoolproducts.com

Bid # 23-420/425-26 – Furniture, All Types

VENDOR	FURNITURE MANUFACTURER REPRESENTED	DISCOUNT		EXCEPTIONS/ SPECIAL CONDITIONS	DELIVERY ARO (DAYS)	SAMPLING OF PRODUCTS OFFERED	CONTACT INFORMATION
		Inside Delivery	Inside Delivery & Installed				
Virco, Inc.	Virco Manufacturing	72.3%	68.4%	Price list updated annually	2 – 8 weeks	Classroom, Science, Office, Library, Music, Computer, Cafeteria, Storage Cabinets, STEM/ STEAM, Art Drafting, Early Childhood, Other	Sylvia Joyer 800-448-4726 orders@virco.com Amber Blakely 800-448-4726 Amberblakely@virco.com www.virco.com

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 Funds/Federal Funds

Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
	110/4XX	Various	64X	Various	237/401/XXX	

Original Approved Budget	+ - Budget Amendments	- Expenditures / Encumbrances To Date	= Current Available Budget	- Present Request	= Remaining Balance Available
$	$	$	$	$ 500,000	$

Purchases will be charged to various schools/departments using already approved budgets.

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: $ 292,211.32
Prior Year Actual Spent: $ 292,211.32

**** 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 # 29. 23-1272 2/28/2023

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
(352) 797-7253

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: _____

Hernando School District

School Board Regular Meeting

Agenda Item # 30. 23-1250 2/28/2023

Title and Board Action Requested
Informational Item on the Updated Agreement with Equal Opportunity Schools (EOS)

Executive Summary
The Director of Secondary Programs, on behalf of the Superintendent of Schools, hereby requests the Board to review the updated agreement with Equal Opportunity Schools (EOS).

Previously, Equal Opportunity Schools (EOS) was presented and approved by the Board on July 26, 2022 (item #23-0789). When the Title IV program office reviewed the Hernando County Grant application, which included the original EOS Agreement, they requested an updated agreement with a specification of planned professional development visits in place of proposed costs should a visit be requested. With the updated agreement, we also provided program data and research. The Title IV grant was approved with the amended agreement, which is $500.00 less than the original proposed cost. We are presenting the updated agreement for your information as we proceed with payment for services rendered.

My Contact
John Morris
Director of Secondary Programs
352-797-7000 ext. 443
morris_j@hcsb.k12.fl.us

Magen Schlechter
Supervisor of Federal Programs
352-797-7000 ext. 295
schlechter_m@hcsb.k12.fl.us

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.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT

Between

Hernando County School District

And

EQUAL OPPORTUNITY SCHOOLS

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

1. PARTIES

This Collaboration Agreement (this "Agreement"), effective as of September 1st, 2022 (the "Effective Date"), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 5601 6th Ave S #258, Seattle, WA 98108 ("EOS"), and Hernando County School District, with an address at 919 North Broad St, Brooksville, FL, 34601 (the "District"). EOS and the District may be referred together collectively herein as the "Collaborators".

2. COLLABORATION PURPOSE AND OBJECTIVES

The mission of EOS is to ensure that students of color and low-income students have equitable access to America's most academically intense high school programs and succeed at the highest levels. We focus on challenging high school courses, with a focus on Advanced Placement ("AP"), International Baccalaureate ("IB") courses, and Advanced International Certificate of Education ("AICE) courses (sometimes referred to as "college-ready courses"), because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement, International Baccalaureate, or Advanced International Certificate of Education courses ("AP/IB/AICE") but are not yet enrolled in AP/IB/AICE for systemic reasons related to race or socioeconomics.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previous commitments to Equal Opportunity Schools.

Building on the District's progress and experience and EOS' expertise in establishing equity in AP/IB/AICE, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these objectives (the "Collaboration Objectives"):

a. **Maintain closure of race and income participation gaps and/or increase participation rates in AP/IB/AICE by fall 2023,** as measured by equally high AP/IB/AICE participation rates for students of all races and income levels.

b. **Support students' successful AP/IB/AICE performance,** as measured by AP/IB/AICE grades, exam-taking rates and exam passing.

c. **Cultivate positive experiences of belonging and support in AP/IB/AICE** for historically underrepresented students of color and low-income students through improved District systems and structures, contributing to sustained results in future years and further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2022-2023 school year(s) (the "Collaboration"). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a

generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

3. COSTS & PAYMENTS

a. The District shall pay EOS as follows:

Action For Equity Partner Schools and Program	**School Year**	**Discount per school**	**Cost per school**	**District cost**
Extend Equity (no labs) *$22,500/school/year*				
Hernando High School Central High School Weeki Wachee High School Frank Springstead High School Nature Coast Technical High School	2022-2023	$1,125	$21,375	$106,875
Professional Development				
Professional Development including Travel	2022-2023		$3,000	$3,000
Total Due to Equal Opportunity Schools for School Year			2022-2023	$109,875

b. EOS will invoice District the week of December 12th for the full amount of program costs. The District shall promptly pay such invoiced costs in accordance with the instructions on the applicable invoice.

c. **QUESTIONS REGARDING COSTS:** Contact EOS District Finance Team, district.finance@eoschools.org, with any accounting and expense questions.

d. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

e. In the instance that Title IV grant funds are not awarded, the District will use alternative funding source for cost.

4. EACH PARTY'S OBLIGATIONS.

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborator in order for this Collaboration to be meaningful and productive.

a. The District requires:
   1. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
   2. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
   3. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
   4. EOS help in building internal capacity and sustainability among the District office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.

b. EOS requires:
   1. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
   2. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding and enrolling historically underrepresented students of color and low-income students and supporting students' successful AP/IB/AICE performance.
   3. Participation as needed by the District's data liaison for joint inquiry and analysis.
   4. The District's willing participation in joint research and evaluation efforts for the Collaboration for the duration of this Agreement, including, but not limited to, maintaining a subscription to or authorizing EOS access to the District's National Student Clearinghouse data, which provides each school's college completion information to the District.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

6. CONFIDENTIALITY OBLIGATIONS.

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS shall comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT

a. For a period commencing on the Effective Date and lasting through the 2026-27 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in Exhibit C for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the "Data Sets"). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties. Subject to applicable law, including FERPA, content of the Data Sets may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.

b. EOS shall use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.

c. EOS may publish de-identified, aggregated data. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.

d. EOS may also share certain information, including personally identifiable information, with third party service providers and partners in order to fulfill its obligations under this Agreement.

e. With appropriate consent, EOS may share certain Confidential Information with a partner for educational purposes, such as a professor at a US university conducting research and subject to such professor being bound by confidentiality obligations to EOS no less strict than those set forth herein.

f. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. Such collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party's respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.

8. INSURANCE.

During the Term of this Agreement, EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.

9. TERM; TERMINATION.

a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until August 31, 2023 or until the Agreement is terminated as set forth below (the "**Term**").

b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party. Refer to Section 13 of "Provisions for Non-Federal Entity Contracts Under Federal Awards" for termination guidelines.

c. **Termination Fee Schedule.** Due to cost of programing delivery in stages and milestones, termination is subject to a fee schedule. Exhibit A includes the costs as associated with delivered programing specific to the signed phase of Action For Equity. Discounts will be taken into consideration across the Termination Schedule.

d. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.

e. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(d) and 10 through 15, inclusive.

10. ENTIRE AGREEMENT.

This Agreement (and its Exhibits) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

11. NO PARTNERSHIP OR JOINT VENTURE.

Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section 11 and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

12. MODIFICATIONS; NO WAIVER.

No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. No waiver shall be effective unless in writing and signed by the party waiving compliance.

13. SEVERABILITY; ENFORCEABILITY.

If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. GOVERNING LAW; JURISDICTION.

This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Florida; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Florida.

15. NOTICES.

All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

If to EOS: Attention: Dennis Melton
Address: 5601 Sixth Avenue South, Suite 258, Seattle, WA 98108
Email address: dennis.melton@eoschools.org

If to District: Attention: John Morris
Address: 919 North Broad St, Brooksville, FL 34601
Email address: morris_j@hcsb.k12.fl.us

16. COUNTERPARTS.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

[Signature Page Follows]

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

SIGNATURES

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

For Hernando County School District	For Equal Opportunity Schools
	Dennis Melton
Signature	Signature
Gus Guadagnino	Dennis Melton
Name	Name
Board Chair	CFO
Title	Title
	2/1/2023
Date	Date

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

District Program Lead Contact Information

John Morris	morris_j@hcsb.k12.fl.us	(352)797-7000
Full Name	Email	Phone

District Data Personnel Contact Information

John Morris	morris_j@hcsb.k12.fl.us	(352)797-7000
Full Name	Email	Phone

District Accounts Payable Contact Information

Lauren Blackwell	blackwell_l@hcsb.k12.fl.us	(352)797-7070 X432
Full Name	Email	Phone
919 North Broad St	Brooksville, FL	34601
Street Address	City, State	Zip Code

Purchase Order required for invoicing? (select one) Yes No

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Exhibit A

COLLABORATION OVERVIEW

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District's unique needs as it works to meet and/or sustain the Collaboration Objectives. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

ACTION FOR EQUITY PHASE 3: EXTEND EQUITY

In this pathway, partners develop and enshrine the policies, practices and mindsets to sustain equitable opportunities and begin to drive the core work on their own. During the Extend Equity phase, partners continue to use the EOS Portal and suite of tools (including all tools listed in the table below) to find students. District will plan with Partnership Director two to three visits in lieu of the four-part Equity Leader Lab (ELLab).

Tools & Supports: The following are the set of tools and analyses that the District and its schools can access through the Extend Equity partnership.

Student Survey, Staff Survey & Staff Recommendations	The fall student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems.
AP/IB/AICE Student Experience Survey and Report	The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB/AICE classes in a school. As AP/IB/AICE students complete their coursework, understanding their experience can help with sustainability planning for next school year's equity goal. The analysis provides strength areas and recommendations to improve the AP/IB/AICE experience. EOS will remotely manage the surveys, and provide analysis and recommendations based on the results.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB/AICE coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB/AICE courses.
Support & Belonging Report	The Support & Belonging Report will provide schools concrete recommendations for building belonging-rich policies and practices that lead to students' success in AP/IB/AICE. The report draws on analysis of school-, student- and staff-level data surfaced through the fall surveys. It offers a deeper set of perspectives on how historically underrepresented students of color and low-income students are experiencing belonging in their classrooms, both in relationship to peers and to teachers. Available AP/IB/AICE supports are evaluated on their availability and usage by students, and students' top suggested reports are shared back, in service of creating stronger transitions into AP/IB/AICE for first-time takers and for current AP/IB/AICE students to thrive in their course experience.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10th and 11th grade students on the Outreach Lists. Student Insight Cards are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and trusted adults.
Outreach Lists	The Outreach List contains 10th and 11th grade students identified through EOS' proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB/AICE coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS will provide enrollment updates during course registration that facilitate further strategy and action around outreach to students.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB/AICE access reality compared to access for the previous school year, (b) Opportunity Charts showing

	enrollment for 11th/12th graders by race & segment, and (c) Enrollment Capacity Analyses showing course-level enrollment information.
Semester AP/IB/AICE Grade Analysis	EOS will analyze and present corresponding data visuals that compare semester grade performance to prior year semester grade performance in AP/IB/AICE courses.
AP/IB/AICE Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB/AICE exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

Supports: The following are the set of EOS supports that will accompany the above described tools:

EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live and On-Demand Webinar Training	EOS hosts live and on-demand webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

Extend Equity - Termination Fee Schedule	
Milestone of program delivery	**Amount due/school**
Partnership Planning & Data Collection, Portal Access	$4,770.00
Survey	$8,890.00
Visit 1	$10,913.00
Visit 2	$12,936.00
Study (reports/SIC's)	$15,078.00
Visit 3	$17,100.00
PD/PM Support	$22,500.00

- **Amount Due** will be adjusted to align grant, subsidies, or discounts reflected in Section 3 Costs & Payments *Action For Equity* School and Program chart.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Exhibit B

CONFIDENTIALITY OBLIGATIONS

DEFINITION

For purposes of this Agreement, the term "Confidential Information" shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

ACKNOWLEDGMENT OF APPLICABLE LAW

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 ("FERPA"), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

The Collaborators acknowledge that it is not the intent of the survey designers for any of the questions contained in the EOS Student and Staff Surveys to relate to any of the eight categories of protected information contained in the federal Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h and the survey has been reasonably designed to avoid the question types/categories governed by the PPRA.

EOS PERMITTED USAGE OF CONFIDENTIAL INFORMATION

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

RESTRICTIONS UPON EOS' DISCLOSURE OF CONFIDENTIAL INFORMATION

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS' non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District's Confidential Information to any third party.

MAINTENANCE OF CONFIDENTIALITY

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

The District shall send all Confidential Information via the Portal, unless otherwise agreed to by the parties or expressly permitted by EOS in writing. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

DESTRUCTION OF CONFIDENTIAL INFORMATION

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Exhibit C

DATA TO BE SHARED
FOR THE PURPOSE OF ONGOING STUDY AND INSTRUCTIONAL IMPROVEMENT

EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements:

Data Elements	Data Level	Example Data Elements Collected	Purpose of Data Use
Demographics (Race, Gender, FRL, ELL)	Student	Student ID, first name, last name, school name, grade, gender, counselor email, counselor last name, Hispanic indicator, race, income indicator, GPA, other fields may be included as optional	EOS will use this information to identify the school-wide participation trends in AP and IB classes, and to achieve Collaboration Objectives.
Fall Course Enrollment	Student / Staff	School name, student ID, staff email, staff ID, staff first and last name, course ID, course name, course selection, course period, term	
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, sub-term, grade	
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	
Course Request	Student	Student ID, school name, course ID, course name	
Student Photos	Student		

Staff File	Staff	First name, last name, email address, staff ID, position and department	
Graduation Status	Student		
GPA	Student		
SAT / Test Scores	Student	Student ID, test name, test subject, test score, test year	
National Student Clearinghouse	Student		

COLLABORATION AGREEMENT

Hernando County School District and Equal Opportunity Schools

Exhibit D – INSURANCE

OP ID: SR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2020

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:
Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Equal Opportunity Schools 5601 Sixth Avenue S, Ste 258 Seattle, WA 98108	INSURER A : Philadelphia Indemnity Inc.	18058
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PHPK2107734	03/22/2020	03/22/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK2107734	03/22/2020	03/22/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			PHUB714514	03/22/2020	03/22/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PHPK2107734 WA STOP GAP	03/22/2020	03/22/2021	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	SEXUAL ABUSE			PHPK2107734	03/22/2020	03/22/2021	Per Occ Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE ONLY

CERTIFICATE HOLDER	CANCELLATION
CERTIFICATE HOLDER	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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Exhibit E – EOS W-9

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT

Hernando County School District and Equal Opportunity Schools

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EQUAL OPPORTUNITY SCHOOLS

2 Business name/disregarded entity name, if different from above

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5601 6th. Ave. S #258

Requester's name and address (optional)

6 City, state, and ZIP code
SEATTLE, WA 98108

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
3 7 – 1 6 0 9 6 5 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ► 10/1/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

EQUAL
OPPORTUNITY
SCHOOLS

COLLABORATION AGREEMENT

Between

Hernando County School District

And

EQUAL
OPPORTUNITY
SCHOOLS

Equal Opportunity Schools | 5601 Sixth Avenue South, Suite 258, Seattle, WA 98108 | 206.547.1167

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

1. PARTIES

This Collaboration Agreement (this "Agreement"), effective as of September 1st, 2022 (the "Effective Date"), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 5601 6th Ave S #258, Seattle, WA 98108 ("EOS"), and Hernando County School District, with an address at 919 North Broad St, Brooksville, FL, 34601 (the "District"). EOS and the District may be referred together collectively herein as the "Collaborators".

2. COLLABORATION PURPOSE AND OBJECTIVES

The mission of EOS is to ensure that students of color and low-income students have equitable access to America's most academically intense high school programs and succeed at the highest levels. We focus on challenging high school courses, with a focus on Advanced Placement ("AP"), International Baccalaureate ("IB") courses, and Advanced International Certificate of Education ("AICE) courses (sometimes referred to as "college-ready courses"), because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement, International Baccalaureate, or Advanced International Certificate of Education courses ("AP/IB/AICE") but are not yet enrolled in AP/IB/AICE for systemic reasons related to race or socioeconomics.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previous commitments to Equal Opportunity Schools.

Building on the District's progress and experience and EOS' expertise in establishing equity in AP/IB/AICE, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these objectives (the "Collaboration Objectives"):

a. **Maintain closure of race and income participation gaps and/or increase participation rates in AP/IB/AICE by fall 2023**, as measured by equally high AP/IB/AICE participation rates for students of all races and income levels.

b. **Support students' successful AP/IB/AICE performance**, as measured by AP/IB/AICE grades, exam-taking rates and exam passing.

c. **Cultivate positive experiences of belonging and support in AP/IB/AICE** for historically underrepresented students of color and low-income students through improved District systems and structures, contributing to sustained results in future years and further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2022-2023 school year(s) (the "Collaboration"). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a

EQUAL OPPORTUNITY SCHOOLS

generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

3. COSTS & PAYMENTS

a. The District shall pay EOS as follows:

Action For Equity Partner Schools and Program	School Year	Discount per school	Cost per school	District cost
Extend Equity (no labs) *$22,500/school/year*				
Hernando High School Central High School Weeki Wachee High School Frank Springstead High School Nature Coast Technical High School	2022-2023	$1,125	$21,375	$106,875
Total Due to Equal Opportunity Schools for School Year 2022-2023				$106,875

b. **ADDITIONAL VISITS (Optional):** The District can purchase additional visits to what is provided by program phase (see Exhibit A). A formal request submitted to Partnership Director's Managing Director is required.

The pricing is as follows:

Type of visit	Time	Details	Cost
School Visit – per day	9am – 4pm	Up to three school visits per day; Includes two EOS Staff	$3,500/visit
District Visit – per day	9am – 4pm	Two or more schools per meeting/training; Includes two EOS Staff	$7,000/visit

For Additional Visits only: the above Additional Visit cost is 50% for virtual delivery.

These costs apply to all four phases of *Action For Equity* programing: Access Opportunity, Experience Success, Extend Equity, and Sustain Equity. The price is all inclusive, from planning to travel costs. The assigned Partnership Director or Partnership Manager will run the additional visits.

c. EOS will invoice District the week of December 12th for the full amount of program costs. The District shall promptly pay such invoiced costs in accordance with the instructions on the applicable invoice.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

d. **TRAVEL COSTS:** EOS will bill the District for the portion of travel costs attributable to the Collaboration. The frequency of EOS visits to the District is detailed in Exhibit A. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region. Travel is dependent on EOS and District COVID travel policies. EOS will take CDC guidelines into account to revisit and revise its Travel Policy as needed for public safety. **A $3,000 travel cap applies to this agreement.**

e. **QUESTIONS REGARDING COSTS:** EOS' District Finance Contact, Catherine Weisweaver, (catherine@eoschools.org) will coordinate all accounting matters and expense reimbursements.

f. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

g. In the instance that Title IV grant funds are not awarded, the District will use alternative funding source for cost.

4. EACH PARTY'S OBLIGATIONS.

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborator in order for this Collaboration to be meaningful and productive.

a. The District requires:
   1. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
   2. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
   3. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
   4. EOS help in building internal capacity and sustainability among the District office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.

b. EOS requires:
   1. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
   2. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding and enrolling historically underrepresented students of color and low-income students and supporting students' successful AP/IB/AICE performance.

EQUAL OPPORTUNITY SCHOOLS

3. Participation as needed by the District's data liaison for joint inquiry and analysis.
4. The District's willing participation in joint research and evaluation efforts for the Collaboration for the duration of this Agreement, including, but not limited to, maintaining a subscription to or authorizing EOS access to the District's National Student Clearinghouse data, which provides each school's college completion information to the District.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

6. CONFIDENTIALITY OBLIGATIONS.

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS shall comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT

a. For a period commencing on the Effective Date and lasting through the 2026-27 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in Exhibit C for all students who are in any high school listed in the Costs & Payments section of this and any other active Agreement between the Collaborators (the "Data Sets"). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties. Subject to applicable law, including FERPA, content of the Data Sets may also include other specified education records mutually agreed upon by the parties to be necessary and

EQUAL OPPORTUNITY SCHOOLS

appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.

b. EOS shall use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.

c. EOS may publish de-identified, aggregated data. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.

d. EOS may also share certain information, including personally identifiable information, with third party service providers and partners in order to fulfill its obligations under this Agreement.

e. With appropriate consent, EOS may share certain Confidential Information with a partner for educational purposes, such as a professor at a US university conducting research and subject to such professor being bound by confidentiality obligations to EOS no less strict than those set forth herein.

f. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. Such collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party's respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.

8. INSURANCE.

During the Term of this Agreement, EOS shall maintain insurance according to the District's contracting regulations, as shown in Exhibit D.

9. TERM; TERMINATION.

a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until August 31, 2023 or until the Agreement is terminated as set forth below (the "**Term**").

b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days' prior written notice to the other party. Refer to Section 13 of "Provisions for Non-Federal Entity Contracts Under Federal Awards" for termination guidelines.

EQUAL OPPORTUNITY SCHOOLS

c. **Termination Fee Schedule.** Due to cost of programing delivery in stages and milestones, termination is subject to a fee schedule. Exhibit A includes the costs as associated with delivered programing specific to the signed phase of Action For Equity. Discounts will be taken into consideration across the Termination Schedule.

d. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.

e. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(d) and 10 through 15, inclusive.

10. ENTIRE AGREEMENT.

This Agreement (and its Exhibits) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

11. NO PARTNERSHIP OR JOINT VENTURE.

Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section 11 and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

12. MODIFICATIONS; NO WAIVER.

No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. No waiver shall be effective unless in writing and signed by the party waiving compliance.

13. SEVERABILITY; ENFORCEABILITY.

If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity

EQUAL OPPORTUNITY SCHOOLS

without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14. GOVERNING LAW; JURISDICTION.

This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Florida; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Florida.

15. NOTICES.

All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

If to EOS: Attention: Dolores Caamano
Address: 5601 Sixth Avenue South, Suite 258, Seattle, WA 98108
Email address: dolores@eoschools.org

If to District: Attention: John Morris
Address: 919 North Broad St, Brooksville, FL 34601
Email address: morris_j@hcsb.k12.fl.us

16. COUNTERPARTS.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

[Signature Page Follows]

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

SIGNATURES

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

	For Hernando County School District	For Equal Opportunity Schools
	Signature	Signature
Approved as to Form	Gus Guadagnino	Eddie Lincoln
	Name	Name
Nancy McClam Alfonso	Board Chair	CEO
General Counsel, HCSB	Title	Title
	7/26/22	Jun 17, 2022
	Date	Date

District Program Lead Contact Information

John Morris	morris_j@hcsb.k12.fl.us	(352)797-7000
Full Name	Email	Phone

District Data Personnel Contact Information

John Morris	morris_j@hcsb.k12.fl.us	(352)797-7000
Full Name	Email	Phone

District Accounts Payable Contact Information

Lauren Blackwell	blackwell_l@hcsb.k12.fl.us	(352)797-7070 X432
Full Name	Email	Phone
919 North Broad St	Brooksville, FL	34601
Street Address	City, State	Zip Code

Purchase Order required for invoicing? (select one) Yes No

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Exhibit A

COLLABORATION OVERVIEW

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District's unique needs as it works to meet and/or sustain the Collaboration Objectives. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

ACTION FOR EQUITY PHASE 3: EXTEND EQUITY

In this pathway, partners develop and enshrine the policies, practices and mindsets to sustain equitable opportunities and begin to drive the core work on their own. During the Extend Equity phase, partners continue to use the EOS Portal and suite of tools (including all tools listed in the table below) to find students. District will plan with Partnership Director two to three visits in lieu of the four-part Equity Leader Lab (ELLab).

Tools & Supports: The following are the set of tools and analyses that the District and its schools can access through the Extend Equity partnership.

Student Survey, Staff Survey & Staff Recommendations	The fall student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems.
AP/IB/AICE Student Experience Survey and Report	The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB/AICE classes in a school. As AP/IB/AICE students complete their coursework, understanding their experience can help with sustainability planning for next school year's equity goal. The analysis provides strength areas and recommendations to improve the AP/IB/AICE experience. EOS will remotely manage the surveys, and provide analysis and recommendations based on the results.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB/AICE coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB/AICE courses.
Support & Belonging Report	The Support & Belonging Report will provide schools concrete recommendations for building belonging-rich policies and practices that lead to students' success in AP/IB/AICE. The report draws on analysis of school-, student- and staff-level data surfaced through the fall surveys. It offers a deeper set of perspectives on how historically underrepresented students of color and low-income students are experiencing belonging in their classrooms, both in relationship to peers and to teachers. Available AP/IB/AICE supports are evaluated on their availability and usage by students, and students' top suggested reports are shared back, in service of creating stronger transitions into AP/IB/AICE for first-time takers and for current AP/IB/AICE students to thrive in their course experience.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10th and 11th grade students on the Outreach Lists. Student Insight Cards are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and trusted adults.
Outreach Lists	The Outreach List contains 10th and 11th grade students identified through EOS' proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB/AICE coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS will provide enrollment updates during course registration that facilitate further strategy and action around outreach to students.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB/AICE access reality compared to access for

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

	the previous school year, (b) Opportunity Charts showing enrollment for 11th/12th graders by race & segment, and (c) Enrollment Capacity Analyses showing course-level enrollment information.
Semester AP/IB/AICE Grade Analysis	EOS will analyze and present corresponding data visuals that compare semester grade performance to prior year semester grade performance in AP/IB/AICE courses.
AP/IB/AICE Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB/AICE exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

Supports: The following are the set of EOS supports that will accompany the above described tools:

EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live and On-Demand Webinar Training	EOS hosts live and on-demand webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

Extend Equity - Termination Fee Schedule	
Milestone of program delivery	**Amount due/school**
Partnership Planning & Data Collection, Portal Access	$4,770.00
Survey	$8,890.00
Visit 1	$10,913.00
Visit 2	$12,936.00
Study (reports/SIC's)	$15,078.00
Visit 3	$17,100.00
PD/PM Support	$22,500.00

- **Amount Due** will be adjusted to align grant, subsidies, or discounts reflected in Section 3 Costs & Payments *Action For Equity* School and Program chart.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Exhibit B

CONFIDENTIALITY OBLIGATIONS

DEFINITION

For purposes of this Agreement, the term "Confidential Information" shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

ACKNOWLEDGMENT OF APPLICABLE LAW

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 ("FERPA"), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

The Collaborators acknowledge that it is not the intent of the survey designers for any of the questions contained in the EOS Student and Staff Surveys to relate to any of the eight categories of protected information contained in the federal Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h and the survey has been reasonably designed to avoid the question types/categories governed by the PPRA.

EOS PERMITTED USAGE OF CONFIDENTIAL INFORMATION

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

RESTRICTIONS UPON EOS' DISCLOSURE OF CONFIDENTIAL INFORMATION

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS' non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District's Confidential Information to any third party.

MAINTENANCE OF CONFIDENTIALITY

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

The District shall send all Confidential Information via the Portal, unless otherwise agreed to by the parties or expressly permitted by EOS in writing. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

DESTRUCTION OF CONFIDENTIAL INFORMATION

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Exhibit C

DATA TO BE SHARED
FOR THE PURPOSE OF ONGOING STUDY AND INSTRUCTIONAL IMPROVEMENT

EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements:

Data Elements	Data Level	Example Data Elements Collected	Purpose of Data Use
Demographics (Race, Gender, FRL, ELL)	Student	Student ID, first name, last name, school name, grade, gender, counselor email, counselor last name, Hispanic indicator, race, income indicator, GPA, other fields may be included as optional	EOS will use this information to identify the school-wide participation trends in AP and IB classes, and to achieve Collaboration Objectives.
Fall Course Enrollment	Student / Staff	School name, student ID, staff email, staff ID, staff first and last name, course ID, course name, course selection, course period, term	
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, sub-term, grade	
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	
Course Request	Student	Student ID, school name, course ID, course name	
Student Photos	Student		

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Staff File	Staff	First name, last name, email address, staff ID, position and department	
Graduation Status	Student		
GPA	Student		
SAT / Test Scores	Student	Student ID, test name, test subject, test score, test year	
National Student Clearinghouse	Student		

EQUAL OPPORTUNITY SCHOOLS

COLLABORATION AGREEMENT
Hernando County School District and Equal Opportunity Schools

Exhibit D – INSURANCE

OP ID: SR

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY): 08/20/2020

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 Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1	FAX (A/C, No):
INSURED Equal Opportunity Schools 5601 Sixth Avenue S, Ste 258 Seattle, WA 98108	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins.	18058
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PHPK2107734	03/22/2020	03/22/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK2107734	03/22/2020	03/22/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			PHUB714514	03/22/2020	03/22/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PHPK2107734 WA STOP GAP	03/22/2020	03/22/2021	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	SEXUAL ABUSE			PHPK2107734	03/22/2020	03/22/2021	Per Occ Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE ONLY

CERTIFICATE HOLDER	CANCELLATION
CERTIFICATE HOLDER	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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HERNANDO
SCHOOL DISTRICT

John Morris
Director of Secondary Curriculum
Dr. Tracey Conrad
Equal Opportunity Schools

AP Data Hernando County

7/26/2022

2018 AP Data Hernando County School District

Total AP Students in Your District: 865

District Totals for this View (?)	1	2	3	4	5	Total Exams
Number of Exams	236	310	298	270	149	1,263
Percentage of Total Exams	19%	25%	24%	21%	12%	100%
Number of AP Students	226	285	260	218	116	

594 students passed with a 3 or higher on their AP exams.

HERNANDO SCHOOL DISTRICT
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2021 AP Data Hernando County School District

Total AP Students in Your District: 1,313

District Totals for this View (?)	1	2	3	4	5	Total Exams
Number of Exams	700	668	477	235	97	2,177
Percentage of Total Exams	32%	31%	22%	11%	4%	100%
Number of AP Students	565	529	366	188	78	

809 students passed with a 3 or higher on their AP exams.

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2022 AP Data Hernando County School District

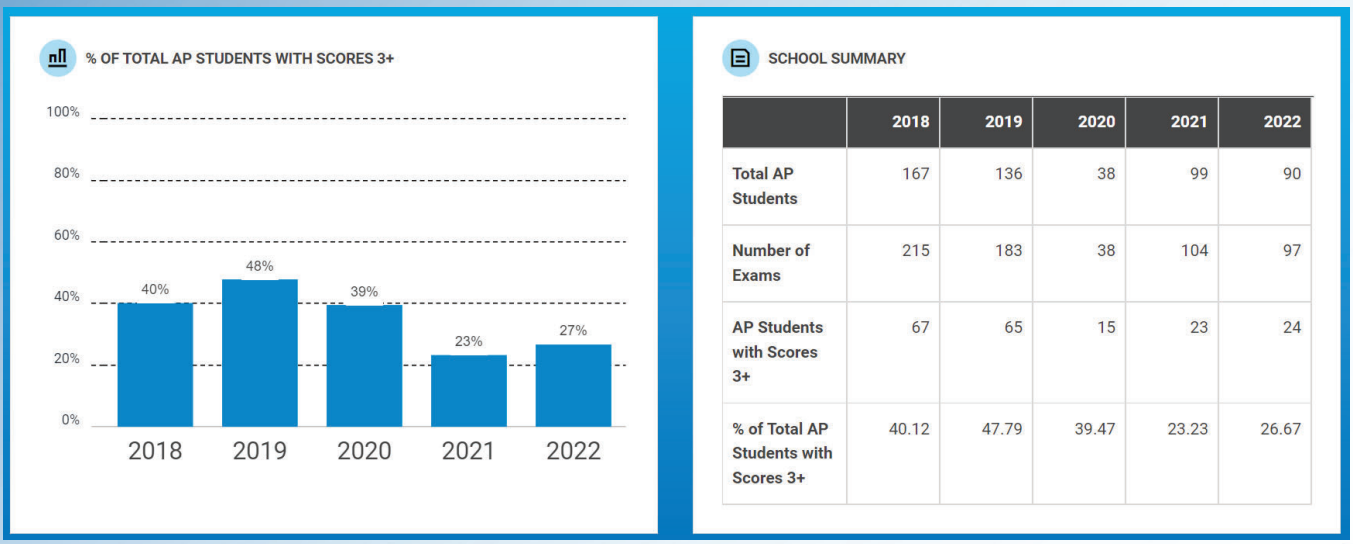
Total AP Students in Your District: 1,324

District Totals for this View (?)	1	2	3	4	5	Total Exams
Number of Exams	712	572	512	266	89	2,151
Percentage of Total Exams	33%	27%	24%	12%	4%	100%
Number of AP Students	583	468	413	205	66	

867 students passed with a 3 or higher on their AP exams.

HERNANDO SCHOOL DISTRICT
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2017-2022 AP Data Central High School



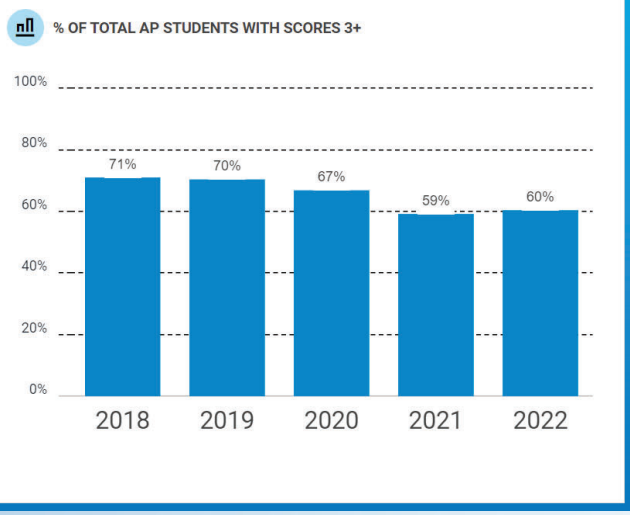
SCHOOL SUMMARY

	2018	2019	2020	2021	2022
Total AP Students	167	136	38	99	90
Number of Exams	215	183	38	104	97
AP Students with Scores 3+	67	65	15	23	24
% of Total AP Students with Scores 3+	40.12	47.79	39.47	23.23	26.67

***CHS has increased AICE participation over the last several years by a large number. CHS will be adding the AP Capstone Diploma option in 2022-23 school year.**

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

2017-2022 AP Data Springstead High School

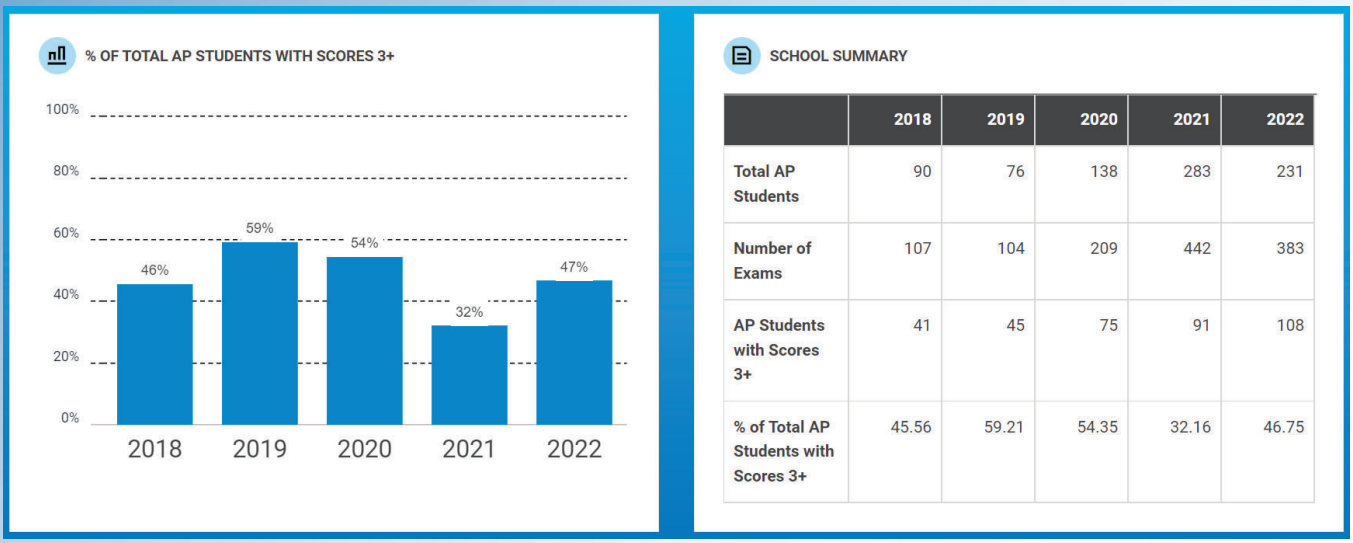


SCHOOL SUMMARY

	2018	2019	2020	2021	2022
Total AP Students	358	428	512	538	509
Number of Exams	634	721	1,008	988	895
AP Students with Scores 3+	254	301	342	318	307
% of Total AP Students with Scores 3+	70.95	70.33	66.80	59.11	60.31

HERNANDO SCHOOL DISTRICT
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2017-2022 AP Data Nature Coast Technical High School

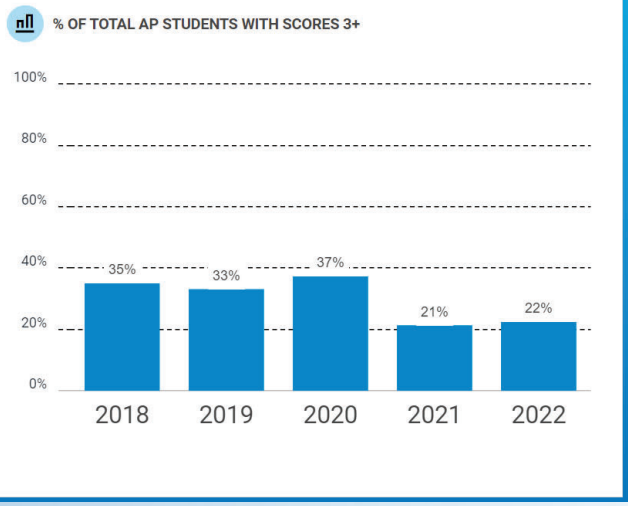


SCHOOL SUMMARY

	2018	2019	2020	2021	2022
Total AP Students	90	76	138	283	231
Number of Exams	107	104	209	442	383
AP Students with Scores 3+	41	45	75	91	108
% of Total AP Students with Scores 3+	45.56	59.21	54.35	32.16	46.75

HERNANDO SCHOOL DISTRICT
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2017-2022 AP Data Hernando High School

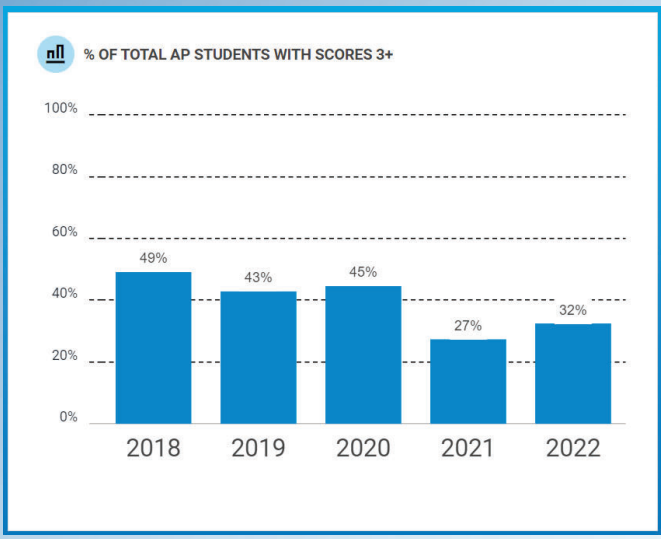


SCHOOL SUMMARY

	2018	2019	2020	2021	2022
Total AP Students	140	145	145	155	201
Number of Exams	168	188	169	193	256
AP Students with Scores 3+	49	48	54	33	45
% of Total AP Students with Scores 3+	35.00	33.10	37.24	21.29	22.39

HERNANDO SCHOOL DISTRICT
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2017-2022 AP Data Weeki Wachee High School



SCHOOL SUMMARY

	2018	2019	2020	2021	2022
Total AP Students	110	77	137	238	293
Number of Exams	139	91	201	450	520
AP Students with Scores 3+	54	33	61	65	95
% of Total AP Students with Scores 3+	49.09	42.86	44.53	27.31	32.42

HERNANDO SCHOOL DISTRICT
Learn it. Love it. Live it.

In 2020, College Board completed a study comparing AP participation with underrepresented students completing a four year degree on time.

The students who completed one AP course and the accompanying exam were three percentage points more likely to graduate from college within four years, while students who took an AP Exam and scored 3 or higher were six percentage points more likely to graduate from college within four years than similar students who took no AP Exams at all.

Those improvements were observed across under-represented minority, first-generation, and lower-achieving student groups.

College Board, 2020


HERNANDO
SCHOOL DISTRICT
Learn it. Love it. Live it.

EQUAL
OPPORTUNITY
SCHOOLS

SOLE SOURCE LETTER

Hernando County School District
919 N Broad St
Brooksville, FL 34601

Equal Opportunity Schools is pleased to have Hernando County School District continue its partnership in the 2022-2023 school year.

This letter is to provide notification that Equal Opportunity Schools is the sole source provider of services for Hernando County School District.

No other organization in the United States provides the type of the support that EOS does, meaning that no other organization is capable of bidding for the services that we provide. EOS has developed proprietary research and practice methods, and data analytics capabilities that are unique and have not been replicated by other organizations. EOS is the only organization that has successfully worked with high schools to fully close race and income gaps in AP/IB/AICE in the United States.

EOS's unique comprehensive service enables schools to evaluate student interest and academic potential for succeeding in AP/IB/AICE courses by considering a range of highly personalized and student-differentiated measures that are developed through scalable data collection methods enabling each student's educational assets to be more fully examined. In addition, EOS is able to uncover the school-specific factors that influence disparate rates of participation in AP/IB/AICE courses by looking at highly sophisticated trend-level analyses across the school, disaggregated by race, income, grade-level, and AP/IB/AICE participation status. EOS provides a number of services and tools that are proprietary, including but not limited to EOS Student and Staff Surveys, Student Insight Cards, Equity Pathways report, Support and Belonging Report, Fall and Spring Enrollment Capacity Analysis and EOS Client Portal.

The combination of school-wide trends and student-level analyses alongside EOS' specialized coaching and consulting methodologies equip school leaders to develop, with hands-on, in-person support from EOS, a set of customized strategies for increasing AP/IB/AICE participation and success that are unique to each school and each school's students. Further, partnerships with organizations such as Stanford University, Google, and Tableau, Inc. enable EOS to increase its effectiveness by leveraging the experience, funding, and research of these other organizations.

For Equal Opportunity Schools

Eddie Lincoln

Eddie Lincoln, CEO

7/11/2022

Date

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: Eddie Lincoln
boxSIGN 1JL99Z81-1853KWP4

Printed Name: Eddie Lincoln
Title: CEO
Date: Jul 13, 2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

HERNANDO SCHOOL DISTRICT
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Federal Terms & Conditions

Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

All purchases made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases by the Hernando County School District.

1. **EQUAL EMPLOYMENT OPPORTUNITY:**
   Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.

2. **DAVIS-BACON ACT:**
   (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2,000 awarded by the district and subgrantees when required by Federal grant program legislation).

3. **COPELAND "ANTI-KICKBACK" ACT:**
   (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT:**
   (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of $2000, and in excess of $2500 for other contracts, which involve the employment of mechanics or laborers).

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**
   If the Federal award meets the definition of "funding agreement", the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401 "Right to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by awarding agency.

6. **CLEAN AIR ACT**
   (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), section 508 of the Clean Water Act (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).(Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000).

7. **BYRD ANTI-LOBBYING AMENDMENT:**
   Contractors that apply or solicitation for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. **RECOVERED MATERIALS:**
Section 6002 (EPA) 40 CFR Part 247: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

9. **FEDERAL DEBARMENT CERTIFICATION:**
Certification regarding debarment, suspension, ineligibility and voluntary exclusion, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, 85, defined at 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

A. *The prospective lower tier ($25,000) participant certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*

B. *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation.*

10. **ADMINISTRATIVE, CONTRACTURAL OR LEGAL REMEDES:**
If the vendor/contractor fails to perform to the district's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the district shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined. Nonperformance by a vendor /contractor is any failure to follow the terms, conditions, and/or specifications as outlined in the contract.

11. **HATCH ACT:**
(5U.S.C. 1501-1508 AND 7324-7328: The vendor/contractor will comply with the provisions of the Hatch Act, which limits the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

12. **CONTRACT TERMINATION FOR CONVENIENCE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract in whole or in part when it is determined in its sole discretion that it is in the district's best interest to do so. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor shall not be entitled to recover any cancellation charges or lost profits.

13. **CONTRACT TERMINATION FOR CAUSE:**
The Superintendent (or designee) reserves the right to terminate a vendor's contract for just cause, without penalty. The Superintendent (or designee) will notify the vendor of the intent to terminate, in writing, at least (30) days prior to the effective date of the termination, and the contract will officially terminate at the end of the (30) day grace period. The vendor may request reconsideration of this decision in writing at any time during the 30 day grace period. The request must be addressed to the Director of Finance & Purchasing who will initiate an internal review of the matter. If the vendor's input is required as part of the reconsideration process, the vendor will be notified when and where to appear. Requests for reconsideration received after the (30) day grace period will be denied. Upon termination of a contract, the Board reserves the right to rescind and re-award a contract to the next low bidder, if determined to be in the best interest of the district to do so.

HERNANDO SCHOOL DISTRICT
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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - USDA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

14. **RECORDS RETENTION:**
(34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

15. **CIVIL RIGHTS:**
The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of l975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

16. **BUY AMERICAN:**
(7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

17. **ENERGY POLICY AND CONSERVATION ACT:**
Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. **DISCOUNTS, REBATES, AND CREDITS:**
The vendor shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

HERNANDO SCHOOL DISTRICT
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Provisions for Non-Federal Entity Contracts Under Federal Awards
(Federal Program Requirements - FEMA)

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA"), as applicable, when federal funds are expended to make purchases by the Hernando County School District.

19. ACCESS TO RECORDS:
The following access to records requirements apply to this contract:

a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

20. DHS SEAL, LOGO, AND FLAGS:
The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

21. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:
This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

22. NO OBLIGATION BY FEDERAL GOVERNMENT:
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:
The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

By signing of this document, the vendor/contractor understands and certifies that they are in compliance with and/or will comply with, all the terms and conditions as specifically stated, where applicable. The vendor/contractor understands that Federal Funding Provisions apply to all contracts where Federal funds are used as a source for the purchase of goods and services. The contract/vendor awarded must not take exception to any part of these regulations.

Company Name (Print): Equal Opportunity Schools Date: Jun 17, 2022

Authorized Signature: Eddie Lincoln

Printed Name: Eddie Lincoln

Title: CEO

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: 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****