



Hernando School District

School Board Regular Meeting

Agenda - Final Revised

Tuesday, June 14, 2022

6:00 PM

**District Office-Board Room
919 N. Broad Street
Brooksville, FL**

CALL TO ORDER

REFLECTION

by Linda Prescott, Board Member

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. [22-0710](#) Approval to adopt the agenda dated June 14, 2022.

ELECTED OFFICIALS

PRESENTATIONS

2. [22-0666](#) Update on the Half Cent Sales Tax Accountability Committee

APPROVAL OF THE MINUTES

3. [22-0709](#) Approval of the Minutes from the Special Meeting of May 17, 2022 and the Informal, Workshop and Regular School Board Meeting of May 24, 2022.

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

4. [22-0711](#) Citizen Input on agenda items for this meeting (Green Form)

ADOPTION OF CONSENT AGENDA

Personnel Recommendations

5. [22-0700](#) Approval of the Personnel Recommendations

All Other Teaching & Learning Agenda Items

6. [22-0665](#) Approve out of state field trip for Mr. Herman Scriven, sponsor of Hernando High School's FBLA club to Chicago, Illinois to attend the FBLA National Leadership Conference on June 28, 2022 through July 2, 2022.
7. [22-0684](#) Approve the MOA with the Dawn Center for referral and service provision processes.
8. [22-0691](#) Approve Contract with the Boys and Girls Club of Hernando County to Provide Before and After School and Summer Programs
9. [22-0692](#) Approve the Contract with the YMCA of the Suncoast to Provide Before and After School and Summer Programs.

All Other Business Services Agenda Items**Job Descriptions**

10. [22-0662](#) Approve the re-organization of Food and Nutrition Services including two new job descriptions, Assistant Director of Food and Nutrition Services and Food and Nutrition Operations Specialist.
11. [22-0663](#) Approve Job Descriptions for Teen Parent Nursery Assistant and Teen Parent Head of Nursery.
12. [22-0679](#) Approve the Job Description Revision for District Technology Network Security Specialist
- *13. [22-0686](#) Approve revised Job Description for Supervisor of Instructional Technology
14. [22-0695](#) Approval of the Superintendent's Reorganization Plan

All Other Purchase Order/Bid Agenda Items

15. [22-0645](#) Approve the renewal of the piggyback of School Board of Manatee County bid no. 22-0004-MR, Bleacher Repair Services, awarded to Lyle Bleachers for Bleacher Repair Services and authorize the purchase for an estimated annual amount of \$138,540.00.
16. [22-0646](#) Approve piggybacking of Lake County, Florida, RFP/Contract No. 22-908A and 22-908B, Pre-Cast Concrete Structures, for pre-cast concrete structures awarded to Leesburg Concrete Company, Inc. and Advanced Commercial Contractors, Inc., and authorize the purchase for an estimated annual amount of \$1,000,000.00 using various capitol funds.

17. [22-0647](#) Approve the emergency purchase of 5 compartment scround trays from Citrus County School District and authorize the purchase order for the amount of \$47,040.00.
18. [22-0664](#) Approve Piggybacking School District of Polk County, Florida RFP #025-MDW-1122: Alternative Student Transportation Services, awarded to HopSkipDrive and approve the purchase of services for an estimated spending of \$225,000.00.
19. [22-0670](#) Approve the purchase of ELA Instructional Materials for Exceptional Student Education Pre Kindergarten (ESE Pre K) and one day of training from Teaching Strategies and authorize the purchase for \$32,590.00.
20. [22-0674](#) Approve the purchase of an annual license subscription, onsite training, web training and project management from Insights to Behavior and authorize the purchase for \$83,700.00.
21. [22-0675](#) Approve the amendment to Bid #19-485-03 RN: Toilet Paper/Paper Towels, awarded to Buckeye Cleaning Center and approve the purchases for an estimated \$250,000 annually.
22. [22-0676](#) Approve Piggybacking the School District of Palm Beach County, Florida, Solicitation #21C-49P, Wireless Classroom Sound Field Enhancement with Security Capabilities, awarded to Audio Enhancement and authorize the purchase for an amount of \$3,338,818.89.
23. [22-0677](#) Approve the agreement and authorize the purchase of pre-construction services for Fox Chapel Middle School HVAC Replacement, from The A. D. Morgan Corporation, for an estimated budget of \$3,500,000.00. At this time, we request approval of the purchase of \$35,000.00 (using ESSER 3 funds) in pre-construction services which is one percent of the estimated budget.
24. [22-0680](#) Approve the purchase and issue a purchase order in an estimated amount of \$1,237,400.00 for OKIN Process Inc.
25. [22-0685](#) Approve the MOA with Hernando County Sheriff's Office detailing the collaboration for the Criminal Justice Academy at Wilton Simpson Technical College with expenditures not to exceed \$15,000.00.
26. [22-0688](#) Award Bid No. 22-770-44, Roofing Repair & Installation, to Advanced Roofing, Precision Roofing Solutions, and Protech Roofing Services, for Roofing Repair and Installation Services and authorize the purchase for an estimated annual amount of \$800,000.00.
27. [22-0689](#) Approve renewing bid no. 18-031-48 RN: Water Treatment Services, to C R Water Treatment Services for water treatment and testing services and authorize the purchase for an estimated annual amount of \$35,000.00.

- 28. [22-0690](#) Approve renewing bid no. 20-910-02 RN Air Conditioning Duct Cleaning & Sanitizing Services, to Balanced Mechanical & Plumbing Services, Cleaning & Restoration Services, Climate Control Mechanical Services, and Simpson Environmental Services for air conditioning duct cleaning and sanitizing services for an estimated annual amount of \$400,000.00.
- 29. [22-0693](#) Approve the contract and issue a purchase order in an estimated annual amount of \$4,100.00 for the first year of the YMCA Pool Use Agreement.
- 30. [22-0704](#) Approve the Contract between PACE Center for Girls of Hernando County and the Hernando County School District for services to High Risk Females in Identified Schools with an estimated annual spending of \$290,000.00.

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

ADDENDUM ITEMS

- *31. [22-0682](#) Approve the Federal Programs Department Reorganization and Job Descriptions

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

- 32. [22-0712](#) Citizen Input on Hernando County School issues on which the School Board customarily takes action (Pink Form - non-agenda items)

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

- 33. [22-0715](#) Recess public meeting for shade session pursuant to F.S. §286.011(8) to discuss pending litigation regarding surtax ballot - HCSB v. Hernando County. Following shade session, follow up action if and to the extent necessary.

SCHOOL BOARD COMMENTS

ADJOURNMENT

The next School Board Meetings are scheduled for June 28, 2022:

1:00 PM - Informal

2:30 PM - Workshop

6:00 PM - Regular Meeting

Mission Statement

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



Hernando School District

School Board Regular Meeting

Agenda Item # 22-0710

6/14/2022

Title and Board Action Requested

Approval to adopt the agenda dated June 14, 2022.

Executive Summary

The Superintendent of Schools, hereby requests the Board adopt the agenda dated June 14, 2022.

My Contact

John Stratton

Superintendent of Schools

2018-23 Strategic Focus Area

Other

Financial Impact

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

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



Hernando School District

School Board Regular Meeting

Agenda Item # 22-0666

6/14/2022

Title and Board Action Requested

Update on the Half Cent Sales Tax Accountability Committee

Executive Summary

Update on the Half Cent Sales Tax Accountability Committee

My Contact

Lori Sowers

Bob Widmar

Gregg Laskoski

Half Cent Sales Tax Accountability Committee Members

2018-23 Strategic Focus Area

Pillar 4: Communication & Community Engagement

Financial Impact

The cost for this agenda item is \$ 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.

A. Item Currently Budgeted -

Account Name		<u>No Financial Impact</u>										
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 # 22-0709

6/14/2022

Title and Board Action Requested

Approval of the Minutes from the Special Meeting of May 17, 2022 and the Informal, Workshop and Regular School Board Meeting of May 24, 2022.

Executive Summary

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

My Contact

Kelly A. Pogue

Secretary to the School Board and General Counsel

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. 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

Special School Board Meeting

Minutes - Draft

Tuesday, May 17, 2022

10:00 AM

District Office - Board Room

CALL TO ORDER

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

The meeting was called to order at 10:02 A.M. Also present were John Stratton, Superintendent and Nancy Alfonso, School Board Attorney/

REFLECTION

by Board Member, Kay Hatch.

PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

1. [22-0651](#) Approval to adopt the agenda dated May 17, 2022.

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Linda Prescott

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Hatch,
Board Member Lodato, and Board Member Prescott

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

2. [22-0652](#) Citizen Input on agenda items for this meeting (Green Form)

Attachments: [Citizen Input Speaker Green Form 110917 ACC](#)

Mrs. Alfonso, School Board Attorney, read the instructions for this item. The following citizens came forward to speak on agenda item #3. 22-0649: Board discussion on the representation associated with initiating a lawsuit against the Hernando Board of County Commission in regard to the Referendum for the Surtax Ballot at the general election, November 8, 2022 and any related action:

Vince LaBorante, Ken Mayon and April Johnson-Spence.

ACTION ITEMS**All Other School Board Agenda Items**

3. [22-0649](#) Board discussion on the representation associated with initiating a lawsuit against the Hernando Board of County Commission in regard to the Referendum for the Surtax Ballot at the general election, November 8, 2022 and any related action.

Attachments: [R22-005 Half Cent Reso 041222 ACC](#)

RESULT: **ADOPTED**

MOVER: Susan Duval

SECONDER: Kay Hatch

AYES: Board Chair Guadagnino, Vice Chair Duval, Board Member Hatch, Board Member Lodato, and Board Member Prescott

Ms. Duval made a motion to authorize the Superintendent to work with Mr. Alfonso to seek local counsel for litigation of the school board versus the board of county commissioners. She stated that co-counsel and consultation may be proffered on an as needed basis. Mrs. Hatch seconded the motion. Mr. Lodato made a brief statement. The motion was adopted 5-0.

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION**ADDENDUM ITEMS****GENERAL COUNSEL****SCHOOL BOARD COMMENTS****ADJOURNMENT**

The meeting adjourned at 10:18 A.M.

Superintendent

Board Chair**Mission Statement**

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



Hernando School District

School Board Informal Meeting

Minutes - Draft

Tuesday, May 24, 2022

1:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

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

The Informal Meeting was called to order at 1:00 .PM. Also present were John Stratton, Superintendent and Nancy Alfonso, School Board Attorney.

GENERAL DISCUSSION

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

Topics of Discussion:

- 1. Jimmy Lodato - Citizen input section for teachers; citizens to announce what stake they have in our schools; Mrs. Alfonso will look into this*
- 2. Linda Prescott - Elected Officials section of agenda - consensus is to add it back to the agenda outline*
- 3. Linda Prescott - FSBA June Meeting*
- 4. Linda Prescott - Community growth and double sessions*
- 5. Kay Hatch - Cambridge graduation*
- 6. Jimmy Lodato - Capacity worksheet - He would like to know how many portables are being used, what are the conditions of them, are improvements needed, and what is the life expectancy if each.*
- 7. Gus Guadagnino - NCTHS graduation*
- 8. Jimmy Lodato - SHS graduation split ceremony due to weather and size*
- 9. John Stratton - Accreditation process will start over the summer*

ADJOURNMENT

The meeting adjourned at 1:30 P.M.

Superintendent

Board Chair

Mission Statement

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



Hernando School District

School Board Workshop

Minutes - Draft

Tuesday, May 24, 2022

2:30 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

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

The Workshop was called to order at 2:32 P.M. Also present were John Stratton, Superintendent and Nancy Alfonso, School Board Attorney.

PRESENTATIONS

1. [22-0618](#) Presentation of Apprenticeship Training Program Agreement with Hernando County School District and Associated Builders and Contractors, Inc.

Attachments: [ABC Presentation ACC](#)
[ABC Inc ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

Sophia Watson, Director of Adult and Technical Ed and Steve Cona, President/CEO of ABC, Inc. came forward to present this item.

2. [22-0648](#) Presentation of the School Resource Officer (SRO) Contract for the 2022-2023 School year

Attachments: [2021-22 SRO CONTRACT ACC](#)
[HCSB SRO Strikethrough ACC final](#)
[HCSB SRO Agreement FINAL CLEAN ACC final](#)
[Budget Sheet SRO ACC](#)

Jill Renihan, Director of Safe Schools came forward to present this item.

3. [22-0658](#) Review and tentative approval of the Non-School Related Trips policy.

Attachments: [Non-School Related Trips Version A ACC](#)
[Non-School Related Trips Version B ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

John Stratton, Superintendent will represent this item today as Mrs. Michalicka was at a

conference. Ms. Duval went over her suggestions. She suggested the following changes to the first sentence: "The following provisions shall apply to trips out of the country, and/or trips in which students and teachers voluntarily...." She spoke about trips that happen in summer time and involving the entire team/squad or organization who is taking just a couple of kids. Mr. Stratton clarified that it's not that these trips occur, it's just to be very clear in our policies that it is not a school sponsored event. Mrs. Prescott felt that this needs to be in the staff handbook as well, which is on tonight's agenda for approval. Mr. Stratton suggested adding a line in the staff handbook referencing this policy. Non-school sponsored trips would not need board approval. Mr. Stratton stated that he will make sure that Principals inform either Mrs. Michalicka or himself of these types of trips. Mrs. Alfonso suggested different verbiage, however, the Board's consensus is to go with Ms. Duval's recommendation.

GENERAL COUNSEL

ADDENDUM ITEMS

GOOD OF THE ORDER/BOARD DISCUSSION

School Board Comments

ADJOURNMENT

The Workshop adjourned at 3:12 P.M.

Superintendent

Board Chair

Mission Statement

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



Hernando School District

School Board Regular Meeting

Minutes - Draft

Tuesday, May 24, 2022

6:00 PM

District Office-Board Room
919 N. Broad Street
Brooksville, FL

CALL TO ORDER

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

The meeting was called to order at 6:03 P.M. Also present were John Stratton, Superintendent of Schools and Dennis Alfonso, School Board Attorney.

REFLECTION

by Gus Guadagnino, Board Chair

PLEDGE OF ALLEGIANCE by Fox Chapel Middle School

ADOPTION OF AGENDA

1. [22-0654](#) Approval to adopt the agenda dated May 24, 2022.

RESULT: ADOPTED

MOVER: Jimmy Lodato

SECONDER: Susan Duval

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

APPROVAL OF THE MINUTES

2. [22-0655](#) Approval of the Minutes from the Informal, Workshop and Regular School Board Meeting of May 10, 2022.

Attachments: [05-10-22 Informal Minutes ACC](#)
[05-10-22 Workshop Minutes ACC](#)
[05-10-22 Meeting Minutes ACC](#)

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Linda Prescott

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

PUBLIC HEARING ITEMS

3. [22-0625](#) Public hearing and final approval of the changes to the 2022-23 Staff Handbook that received tentative approval on April 26, 2022 workshop.

Attachments: [Summary of Changes to Staff Handbook 22 ACC](#)
[2022-2023 Staff Handbook Strike-through-ACC](#)
[2022-2023 Staff Handbook Final-ACC](#)
[Budget Sheet NEW Nov-2020-ACC REVISED No Impact](#)

RESULT: **ADOPTED**

MOVER: Linda Prescott

SECONDER: Kay Hatch

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

Mr. Alfonso, School Board Attorney read the instructions for this item. No one came forward to speak on this item.

4. [22-0637](#) Public Hearing and Final Approval of the Hernando County School District (HCSD) Media Handbook that Received Tentative Approval at the April 26, 2022 Workshop

Attachments: [HCSD Media Handbook Clean ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: **ADOPTED**

MOVER: Jimmy Lodato

SECONDER: Susan Duval

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

Mr. Alfonso, School Board Attorney read the instructions for this item. No one came forward to speak on this item.

CITIZEN INPUT ON AGENDA ITEMS (GREEN FORMS)

5. [22-0656](#) Citizen Input on agenda items for this meeting (Green Form)

Attachments: [Citizen Input Speaker Green Form 110917 ACC](#)

Mr. Alfonso, School Board Attorney read the instructions for this item. The following citizens came forward to speak:

Pam Everett: item #28. 22-0659

Joe Pecora: item #21. 22-0622

Aja Moore: item 16. 22-0611 and 28. 22-0659

Diane Liptak: item #28. 22-0659

ADOPTION OF CONSENT AGENDA

RESULT: **APPROVED THE CONSENT AGENDA**

MOVER: Susan Duval

SECONDER: Kay Hatch

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

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

#7. 22-0615: *Approve the agreement with Associated Builders and Contractors, Inc. for the Apprenticeship Training Program.*

#16. 22-0611: *Approve the amendment to the agreement with Air Mechanical & Service Corp. (AMSCO), for the Central High School Gymnasium HVAC Renovation project for construction goods and services for \$927,257.54 using Half-Cent Funds.*

#21. 22-0622: *Approve the amendment to the contract and authorize the purchase of services for substitute teachers from Kelly Educational Services for \$340,000.*

#22. 22-0624: *Approve the renewal of the piggyback with Lake County Schools, Bid #19-0305-B-DG: Pre-Fabricated Concrete Classroom Buildings, awarded to Leesburg Concrete Company, Inc., and authorize the purchase for estimated annual amount of \$1,000,000.00.*

#25. 22-0628: *Approve the amendment to the agreement with Air Mechanical & Service Corp. (AMSCO), for the J.D. Floyd & Pine Grove Elementary Soffit Replacement Project for construction goods and services totaling \$3,088,106.99, using Half-Cent Funds.*

Personnel Recommendations

6. [22-0638](#) Approval of the Personnel Recommendations

Attachments: [May 24 2022 ACC](#)
[2022 Noninst PTS Adm Supplements for May 24 2022 ACC](#)
[2022 Inst Supplements Differentiated Pay for May 24 2022 ACC](#)

All Other Teaching & Learning Agenda Items

8. [22-0634](#) Approve the 2022-2023 Home Education Dual Enrollment Articulation Agreement

Attachments: [2022 23 Home Education DEAA ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

9. [22-0635](#) Approve Out-of-State Travel for Danyl Williams, Herman Scriven, Samantha Stephens, and Teresa Morris to Attend the 2022 National Teachers Conference in Brookville, New York

Attachments: [2022 National Teachers Conf Agenda ACC](#)
[Leave of Absence Forms ACC](#)
[2022 National Teachers Conf Budget Sheet ACC](#)

-
10. [22-0636](#) Approve the 2022-2023 Dual Enrollment (DE) Articulation Agreement Between Suncoast Technical Education Center and Hernando County School District for Technical Courses
- Attachments:** [2022 23 DEAA Suncoast Tech Ed Ctr HCSD ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
11. [22-0639](#) Approve the Amendment Between Hernando County School Board and the Early Learning Coalition for Voluntary Pre-Kindergarten Program Services
- Attachments:** [ELC Hernando Original Agreement ACC](#)
[ELC Hernando Amendment CK8 ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
12. [22-0641](#) Approve the agreement between Hernando County School District and Tampa Bay Area Regional Career Pathways Consortium for postsecondary articulation.
- Attachments:** [1TBCPC-Articulation Agreement-2022-2026-FINAL ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)
13. [22-0642](#) Approval of articulation agreements between PHSC and Suncoast Technical Education Center for the Welding, Cosmetology and Applied Cybersecurity programs.
- Attachments:** [Welding ACC](#)
[Cosmetology ACC](#)
[CyberSecurity ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

All Other Business Services Agenda Items

14. [22-0617](#) Approve the Fiscal Year 2021-2022 Budget Amendment No. 3 for Quarter Ending March 31, 2022.
- Attachments:** [22 GF BA 3 ACC](#)
[22 DSF BA 3 ACC](#)
[22 CPF BA 3 ACC](#)
[22 FSF BA 3 ACC](#)
[22 SRF BA 3 ACC](#)
[22 ESSER I BA 3 ACC](#)
[22 GEER I BA 3 ACC](#)
[22 ESSER II BA 3 ACC](#)
[22 ESSER III BA 3 ACC](#)
[22 ARP-HCY BA 3 ACC](#)

All Other Purchase Order/Bid Agenda Items

15. [22-0582](#) Approve the sole source purchase of the Let's Talk! Platform from K12 Insight for \$53,750.00.
- Attachments:** [K12 Insight Sales Order for 2022-23 ACC](#)
[Standard Addendum ACC](#)
[K12 Insight Sole Source ACC](#)
[K12 Insight Budget Sheet ACC](#)
17. [22-0612](#) Approve the 2022-2023 School Resource Officer (SRO) Contract with the Hernando County Sheriff's Office in the Amount not to exceed \$2,406,469.00 and Issue a Purchase Order in that Amount.
- Attachments:** [HCSB SRO Agreement FINAL CLEAN ACC final](#)
[Budget Sheet SRO Revised WITH Financial Impact](#)
18. [22-0614](#) Approve piggybacking with Choice Partners, Harris County Department of Education, RFP #19/039TJ/Contract #19/039TJ-10, Food Equipment, Parts, Repair, Installation, Maintenance, Small Wares and Related Items and Service, for the purchase and installation of customized Polar King walk-in freezers, awarded to Strategic Equipment, LLC, and authorize the purchase for estimated annual amount of \$200,000.00 using Impact Fees.
- Attachments:** [220614 Food Equipment Bid Tabulation ACC](#)
[220614 Food Equipment Budget Sheet ada](#)
19. [22-0616](#) Award Bid No. 22-365-41 Custodial Floor Cleaning & Care Equipment, to Cypress Supply Inc., Gem Supply Company and Karcher North America, for the purchase of custodial floor equipment as needed and authorize the purchase for an estimated annual amount of \$200,000.00.
- Attachments:** [22-365-41 Custodial Floor Equipment \(05-24-22\) - ACC 2](#)
[Custodial Floor Equip Budget Sheet ACC](#)
20. [22-0619](#) Award Bid No. 22-958-42 RA, Waste Removal Services, to Waste Pro of Florida, Inc. DBA JD Parker & Sons, for district wide waste removal services and authorize the purchase for an estimated annual amount of \$400,000.00.
- Attachments:** [22-958-42 RA Waste Removal Services \(05-24-22\) - ACC](#)
[Waste Management Budget Sheet ACC](#)
23. [22-0626](#) Approve Bid #22-595-43, Mulch-Playground: Purchase & Installation, awarded to iMulchFl, and authorize the purchase for an estimated annual amount of \$80,000.00.
- Attachments:** [220626 Mulch Bid Tabulation ACC](#)
[220626 Mulch Budget Sheet ADA](#)

24. [22-0627](#) Approve Renewing Bid No. 17-205-36 RN, Transportation Management System, to Education Logistics, Inc. (Edulog) for Routing, GPS, Parent Notification Portal, Training, and Support and Authorize the Purchase of Goods and Services for \$92,801.06

Attachments: [17-205-36 RN Transportation Management \(05-24-22\) - ACC](#)
[EDULOG REV Budget Sheet ACC](#)

26. [22-0640](#) Approve the agreement and authorize the renewal purchase of Services from Dynamix for \$53,135.00

Attachments: [Client Relationship Agreement ACC](#)
[Standard Addendum to Agreements -ACC](#)
[Sales Quote ACC](#)
[Budget Sheet ACC](#)

All Other School Board Agenda Items

27. [22-0644](#) Approval Requested for out of county travel for School Board Member(s) to attend the FSBA / FADSS Annual Summer Conference on June 8, 2022 through June 10, 2022 in Tampa, FL that may exceed \$500 per Board Member.

Attachments: [FSBA Annual Summer 2022 - Cost Breakdown ACC](#)
[FSBA FADSS Annual Summer - Agenda ACC](#)
[Budget Sheet FSBA June Summer Conf ACC](#)

- *28. [22-0659](#) Approve the contract with John Stratton to serve as Superintendent of Hernando County Schools

Attachments: [superintendent contract DRAFT 052322 clean ACC](#)

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION

7. [22-0615](#) Approve the agreement with Associated Builders and Contractors, Inc. for the Apprenticeship Training Program.

Attachments: [ABC Inc ACC](#)
[Budget Sheet Sept 2021 Revised NO Financial Impact ACC](#)

RESULT: **ADOPTED**

MOVER: Susan Duval

SECONDER: Jimmy Lodato

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

This item was pulled for discussion by Board Members Lodato and Hatch. Sophia Watson, Steve Cona, and Karen Hoffman came forward to explain this item.

16. [22-0611](#) Approve the amendment to the agreement with Air Mechanical & Service Corp. (AMSCO), for the Central High School Gymnasium HVAC Renovation project for construction goods and services for \$927,257.54 using Half-Cent Funds.

Attachments: [220611 GMP Agreement CHS Gym HVAC ada](#)
[220611 Budget Sheet ada](#)

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Kay Hatch

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

This item was pulled for discussion by Board Member Prescott. Brian Ragan came forward to explain this item.

21. [22-0622](#) Approve the amendment to the contract and authorize the purchase of services for substitute teachers from Kelly Educational Services for \$340,000.

Attachments: [Exhibit A - Pricing for Kelly Educational Staffing 05-03-22-ACC](#)
[Kelly Services Substitute Increase Budget Sheet 2022-ACC](#)

This item was pulled for discussion by Board Member Prescott and Vice Chair Duval. Ray Pinder came forward to explain this item. Ms. Duval stated that the pay rate is not acceptable and Mrs. Prescott agreed. Motion by Ms. Duval to reject this agenda item. Second by Mr. Lodato. The vote was unanimous. See item #22-0671 for recording purposes.

- [22-0671](#) Motion to reject agenda item #21. 22-0622: Approve the amendment to the contract and authorize the purchase of services for substitute teachers from Kelly Educational Services for \$340,000.

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Jimmy Lodato

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

22. [22-0624](#) Approve the renewal of the piggyback with Lake County Schools, Bid #19-0305-B-DG: Pre-Fabricated Concrete Classroom Buildings, awarded to Leesburg Concrete Company, Inc., and authorize the purchase for estimated annual amount of \$1,000,000.00.

Attachments: [220624 Leesburg Concrete Bid Tabulation ADA](#)
[220624 Leesburg Concrete Budget Sheet ADA](#)

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Kay Hatch

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

This item was pulled for discussion by Board Member Lodato. Brian Ragan came forward to explain this item.

25. [22-0628](#) Approve the amendment to the agreement with Air Mechanical & Service Corp. (AMSCO), for the J.D. Floyd & Pine Grove Elementary Soffit Replacement Project for construction goods and services totaling \$3,088,106.99, using Half-Cent Funds.

Attachments: [220628 GMP Amendment AMSCO Soffits ADA](#)
[220628 GMP Budget Sheet ADA](#)

RESULT: ADOPTED

MOVER: Susan Duval

SECONDER: Linda Prescott

AYES: Guadagnino, Duval, Hatch, Lodato, Prescott

This item was pulled for discussion by Board Member Lodato. Brian Ragan came forward to explain this item.

ADDENDUM ITEMS

CITIZEN INPUT ON GENERAL TOPICS (PINK FORMS)

29. [22-0657](#) 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](#)
[05-24-22 Meeting Handout by J. Martin - Pink Citizens Form](#)

Before citizen input was taken, Mr. Stratton explained the concerns regarding his contract #28. 22-0659. The following citizens came forward to speak:

Vince LaBorante, Fawn Renczkowski, Nicole Keller-Wiseman, Jack Martin, Aja Moore, Carla Johns, Diane Limbrecht, Jennifer Cook, Suzanne Faulk-Shorter, Lisa Savarese, Diane Liptak, Anthony Johns, and James Scavetta.

INFORMATIONAL AGENDA ITEMS

GENERAL COUNSEL

SCHOOL BOARD COMMENTS

Board Member Lodato shared his appreciation for Mr. Scavetta serving on the previous Half Cent Sales Tax Committee. Board Member Prescott shared that she is thankful for our SRO's and mentioned it is mental health awareness month. Mrs. Prescott spoke about our students receiving awards and scholarships. She thanked the speakers who came out tonight. Vice Chair Duval also thanked everyone for speaking tonight. She congratulated all the graduates. Ms. Duval stated that she is certain Mr. Stratton will work on the issues that were brought up tonight. Board Member Hatch mentioned she was in attendance for the first AICE student graduation at the elementary level. Mr. Stratton mentioned there are six graduations left. He wished all students a safe and happy summer. Mr. Stratton mentioned the Safety Summit training is coming up and in addition to that, administrative training. In speaking about the videos that Mr. Johns mentioned during citizen's input, Mr. Stratton stated that it is completely unacceptable behavior. Administrators will have the authority to go back and re-open and issue consequences if needed. Board Chair Guadagnino made similar comments. He thanked everyone for coming to the meeting. He also reminded everyone that Memorial Day is coming up and to remember the men and women who gave up their lives for our country. Board Members and Mr.

Stratton shared their sadness for the shooting in Texas.

ADJOURNMENT

The meeting adjourned at 7:47 P.M.

Superintendent

Board Chair

Mission Statement

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



Hernando School District

School Board Regular Meeting

Agenda Item # 22-0711

6/14/2022

Title and Board Action Requested

Citizen Input on agenda items for this meeting (Green Form)

Executive Summary

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to an item for this meeting.

My Contact

Kelly A. Pogue

Secretary to the School Board and General Counsel

(352) 797-7253

2018-23 Strategic Focus Area

Pillar 4: Communication & Community Engagement

Financial Impact

There is no financial impact

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

Hernando County School Board

CITIZEN INPUT

GREEN SPEAKER FORM

Part 1: The Process

- This is the opportunity for the public to address items on the Board's Agenda. Speakers who wish to address any matter of relevance to the operation of schools not included on the agenda, additional time will be reserved for Citizen Input at the end of the meeting's agenda.
- Each speaker will have three (3) minutes for each section of Citizen Input.
- Speakers must complete this *Citizen Input Speaker* form.
- Submit the completed form with any attachments you wish to share with the Board to the Board Secretary *prior* to speaking. The Board may not accept documents submitted while the speaker is providing input.
- The public is reminded that it may also address the Board with regard to items appearing on the agenda for public hearing at the time of the public hearing.

**Note: The Board typically does not respond to remarks or questions made during Citizen Input.*

- Inquiries or comments made during Citizen Input may be followed up with the citizen and reported back to the Board by the Superintendent or his/her staff as soon as possible.
- Although the Board encourages citizen participation, it must also be understood that no immediate action will be taken on items presented during the public comment portion of the meeting.
- If Board action is needed, the matter may be placed on the agenda of an upcoming meeting for further consideration.

Part II: Decorum

- Profanity is strictly prohibited.
- The negative use of any student's name, or references made to other students or families, is strictly discouraged.

PLEASE PRINT ALL INFORMATION BELOW:

Failure to complete this form or to sign below will prevent the Citizen Input form
from being presented to the Board Chair.

LEGAL NAME: _____

LEGAL ADDRESS: _____

PHONE: (_____) _____

☒ Please check if this matter pertains to a School Board agenda item for this meeting. Agenda item number(s)
being addressed: _____

Reminders:

Limited agenda time and the need to conduct meetings in an orderly fashion require that you adhere to the
following Citizen's Input guidelines:

- The speaker will adhere to a three (3) minute time limit per speaker.
- Time may not be yielded to other speakers.
- The Chairperson has the authority to limit discussion if the subject is outside of the authority of the School Board Members regarding an issue that is repetitive or is addressing a legally confidential issue.
- Materials or documents you wish to share with the School Board should be attached to this form.
- The Chairperson may deny all forms submitted after the close of the Citizen's Input section of the agenda.

My signature is confirmation that I have read, understand and agree to abide by the guidelines listed above:

Signature of speaker: _____

Chairperson's Approval of form: _____

Chairperson's Denial of form based on Guideline No. _____

FOR OFFICE USE ONLY:

Date Received: _____

Time Received: _____



Hernando School District

School Board Regular Meeting

Agenda Item # 22-0700

6/14/2022

Title and Board Action Requested

Approval of the Personnel Recommendations

Executive Summary

The Director of Human Resources, on behalf of the Superintendent of Schools, hereby requests the Board approve the Personnel Recommendations as attached.

My Contact

Ray Pinder

Director of Human Resources

352-797-7070 Ext. 445

Pinder_r@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 2: People

Financial Impact

See Attachments

I. CONSENT AGENDA

A. Approval of Personnel Recommendation

1. Instructional Leaves

Jennifer Campbell – Teacher, EK8 – From 4/25/2022 through 6/1/2022
Caroline Fulton – Teacher, FES – From 5/3/2022 through 6/1/2022 (Intermittent)
Julia Hayden – Teacher, CK8 – From 5/16/2022 through 6/1/2022
Angela Irvin – Teacher, WWHS – From 4/18/2022 through 5/16/2022
Kristin Melton – Teacher, WES – From 4/22/2022 through 6/1/2022 (Intermittent)
Danielle Perez – Teacher, PGES – From 3/30/2022 through 6/1/2022 (Intermittent)

2. Instructional Transfers

Allyson Cavanaugh – From School Social Worker, SHES – To School Social Worker, Student Services – 5/2/2022
Nicole Crosby – From Teacher, WWK8 – To Teacher, WWHS – 5/16/2022

3. Instructional Separations

Donna Baker – Certified School Counselor, EK8 – 6/1/2022 (Retirement)
Susana Barriga – Teacher, DSPMS – 6/1/2022 (Resignation)
Cynthia Coker – Teacher, FCMS – 6/1/2022 (Retirement)
Christopher Cook – Teacher, WWHS – 6/1/2022 (Resignation)
Paige Dannenfeldt – Speech and Language Pathologist, ESE – 6/1/2022 (Resignation)
Michael Demoss – Teacher, SES – 6/1/2022 (Retirement)
Sativa Fisher – School Social Worker, Student Services – 6/1/2022 (Resignation)
Victoria Gernhardt – Teacher, Hospital Homebound, ESE – 6/1/2022 (Resignation)
Felicia Grabowski – Teacher, WWK8 – 6/1/2022 (Resignation)
Tiffani Holland – Teacher, PMS – 6/1/2022 (Resignation)
Cynthia Knudsen – Teacher, DES – 6/1/2022 (Resignation)
Maureen McKinney – Teacher, SHES – 6/1/2022 (Resignation)
Tynia McKinzie – Teacher, HHS – 6/1/2022 (Resignation)
Catherine Nolette – Teacher, WES – 6/1/2022 (Retirement)
Caitlyn Reeves – Teacher, WWK8 – 6/1/2022 (Resignation)
Laura Rufa – Teacher, PMS – 6/1/2022 (Retirement)
Leah Sisson – Teacher, CES – 6/1/2022 (Resignation)
Christina Slaughter – Teacher, WWK8 – 6/1/2022 (Resignation)
Vincent Soldo – Teacher, DSPMS – 5/24/2022 (Probationary Release)
Kristine Stalbaum – Teacher, EES – 6/1/2022 (Resignation)
Garrett Stevens – Teacher, WWK8 – 6/1/2022 (Resignation)
Kelley Zenchuk – Teacher, EK8 – 6/1/2022 (Resignation)

4. Non-instructional and Professional/Technical/Supervisory Leaves

Chamollak McCann – FNS Assistant, FES – From 4/19/2022 through 5/3/2022
John Reinhart – Electrician, Maintenance – From 4/13/2022 through 7/22/2022
Julie Schaefer – Paraprofessional, WHMS – From 3/22/2022 through 5/2/2022
Leo Tzignaul – Environmental Services Technician, FES – From 5/2/2022 through 5/17/2022
Chasity Willman – School Health Professional, WES – From 4/14/2022 through 5/27/2022
Melissa Wright – Secretary II, FCMS – From 5/12/2022 through 6/1/2022 (Extension)

5. Non-instructional and Professional/Technical/Supervisory Appointments

Wayne Buchanan – School Safety Guard, Office of Safe Schools – 5/23/2022
Ysanabel Cordero – Environmental Services Technician, PGES – 6/2/2022
Diana Cruz – Environmental Services Technician, CHS – 6/1/2022
Tiara Martin – Paraprofessional, SES – 5/9/2022
Mark Neff – Environmental Services Technician II, WHMS – 6/2/2022

Yohenmy Rosario Veras – Environmental Services Technician, WWHS – 5/16/2022

6. Non-instructional and Professional/Technical/Supervisory Transfers

Joanne Bromfield – From Secretary II, PGES – To Data Entry, PGES – 5/16/2022

Jennifer Barnes – From Risk, Benefits and Compliance Specialist, Risk and Benefits – To Employment Specialist, Human Resources – 5/16/2022

Kristena Gluth – From ISS Monitor, EK8 – To Secretary II, PGES – 5/16/2022

Janelle Johnson Fletcher – From Paraprofessional, MES – To Office Clerk, EES – 5/2/2022

Javien Maner – From Environmental Services Technician, BES – To Environmental Services Technician, HHS – 5/31/2022

James Markham – From Support Staff, Spring Coast Environmental Center – To Maintenance Helper, Maintenance – 5/24/2022

David Mercer – From Electrician II, Maintenance – To Electrician III, Maintenance – 5/2/2022

Kristen Mills – From Environmental Services Technician, FWSHS – To Office Clerk, FWSHS – 5/9/2022

Yeline Montes Amador – From Environmental Services Technician, WHMS – To Environmental Services Technician, CK8 – 5/31/2022

Melinda Pennell – From Environmental Services Technician, HHS – To FNS Assistant, WES – 5/2/2022

Hailie Tillery – From Paraprofessional, EES – To Risk, Benefits, and Compliance Clerk, Risk, Benefits and Compliance – 5/9/2022

Inna Young – From Environmental Services Technician, WWK8 – To Environmental Services Technician III, WHMS – 6/1/2022

7. Non-instructional and Professional/Technical/Supervisory Separations

Sheri Barbato – FNS Assistant, FNS – 5/27/2022 (Retirement)

John Caban – Paraprofessional, SHES – 5/10/2022 (Resignation)

Talia Clemente – Pre-K Assistant, PGES – 6/1/2022 (Resignation)

Laura Cross – Paraprofessional, MES – 5/27/2022 (Resignation)

Keysha Cruz Olvencia – Paraprofessional, PGES – 5/27/2022 (Resignation)

Elaine Doxey – Bus Operator, Transportation – 5/27/2022 (Retirement)

Danielle Ford – Paraprofessional, Adult Education – 6/7/2022 (Retirement)

Nicole Fox Chapman – FNS Assistant, CHS – 5/26/2022 (Probationary Release)

Melissa Galaz – Paraprofessional, CHS – 5/27/2022 (Resignation)

Kenneth Lund – Bus Operator, Transportation – 5/27/2022 (Resignation)

Amanda Maupin – Paraprofessional, WES – 5/27/2022 (Resignation)

Kaylea McBride – LPN, EES – 5/12/2022 (Resignation)

Robert Morel – Bus Operator, Transportation – 5/17/2022 (Resignation)

Stephen Murray – Plumber III, Maintenance – 6/30/2022 (Retirement)

Antonio Rivero – Environmental Services Technician, PMS – 5/16/2022 (Resignation)

Nicholas Smith – FNS Assistant, EES – 5/26/2022 (Probationary Release)

Leo Tziganuk – Environmental Services Technician, FES – 5/24/2022 (Resignation)

Geralynn Vasquez – Paraprofessional, MES – 5/27/2022 (Resignation)

Daniel Walker – Paraprofessional, WWK8 – 5/27/2022 (Resignation)

Michele Waring – Paraprofessional, CK8 – 5/27/2022 (Resignation)

Lonnie White – Computer Lab Manager, WWHS – 5/27/2022 (Resignation)

8. Additional Duty, and/or Additional Days/Hours

Andrew Ercolano – Semi Skilled Craftsman, Maintenance (Assist with Vehicle Tech shortage) – 5/2/2022 – 28.50 total hrs. (General Fund)

Rosemary Foley – Teacher, CK8 (Basketball Camp) – 6/6/2022 – 24 total hrs. (Reimbursement)

Melissa Isaksen – Teacher, CK8 (Basketball Camp) – 6/6/2022 – 24 total hrs. (Reimbursement)

Kristi Langworthy – Teacher, ESE (Home Instruction) – 5/9/2022 – 25 total hrs. (IDEA)

Nicole LaRiviere – Teacher, PMS (Extended Learning) – 3/28/2022 – 24 total hrs. (ESSER)

Melinda Reiter – Teacher, CK8 (Extended Learning) – 5/7/2022 – 10 total hrs. (ESSER)

Alison Wilfong – Teacher, WWK8 (Teachers in Cares Act Program) – 3/29/2022 – 6.75 total hrs. (CARES ACT)

Approve Teacher(s), PGES (Facilitate Academic Activities at Parent and Family Engagement Event) – 4/22/2022 – 1.5 total hrs. (Title I)

Kimberly Beyerl
Susan Bienstock Price
Brea Blake
Lynn Marie Fradera
Keri Lyn Hackney
Michelle Haenel
Andrea Kreismann
Laura Lambert
Ashley Mayville
Stacey Monroe
Amber Monsod
Jaimie Pagels
Tess Parrott
Geraldine Phillips
Christie Probus
Victoria Rocanelli
Laura Santiago
Glenda Shea
Teresa Skinner
Christine Spinuzza
Vashty Wisloh

Approve FNS Manager(s), FNS (Summer Multi Site Lead) – 6/1/2022 – 175 total hrs. (FNS)

Julie Brown
Vallette Ortiz
Julie Vairo

Approve FNS Assistant Manager(s), FNS (Summer Multi Site Lead) – 6/1/2022 – 175 total hrs. (FNS)

Marlan Sapp
Yirlanny Villalbos Leon

Approve FNS Manager(s), FNS (Summer Single Site Lead) – 6/1/2022 – 175 total hrs. (FNS)

Melody Day Webb
Patti White
Tracey Whiten

Approve FNS Assistant Manager(s), FNS (Summer Single Site Lead) – 6/1/2022 – 175 total hrs. (FNS)

Diana Bartlett
Debbie Yagid

Approve FNS Assistant(s), FNS (Summer Single Site Lead) – 6/1/2022 – 175 total hrs. (FNS)

Elizabeth Milller
Ingrid Vega

Approve FNS Assistant Manager(s), FNS (Summer Assistant) – 6/1/2022 – 175 total hrs. (FNS)

Lisa Herbert
Beth Salso
Barbara Thompson

Approve FNS Assistant(s), FNS (Summer Assistant) – 6/1/2022 – 175 total hrs. (FNS)

Amanda Andres
Cheryl Devere
Kim Forman
Cynthia Hempstead
Michelle Meli
Elizabeth Moore
Kristen Rosen
Clara Tzobanakis
Cathy Wheeler
Carlette Woods

Approve FNS Assistant(s), FNS (Training) – 5/31/2022 – 18 total hrs. (FNS)

Wanda Acevedo Rentas
Antonette Alberghina
Amanda Andres
Sandrale Anguto
Yaritza Astacio Marrero
Lorna Atilas
Juana Baez
Theresa Bagley
Samantha Bartholomew
Tracy Bennett
Luz Botero
Christina Bouziotis
Tricia Brandon
Elsie Burnett
Lynn Caban
Liliana Cadavid
Liz Caraballo Gonzalez
Angela Carey
Kathy Carncross
Regina Carrier
Candy Carter
Gladys Chesnutt
Nancy Cintron Donato
Kristen Collins
Sarylou Colon Aviles
Rachael Cotton
Mary Eileen Daniel
Amaci Delgado
Mirella DeLos Santos
Anthony DeSalvo
Cheryl Devere
Michele Diaz
Nancy DiCono
Patricia Domenech
Beatriz Duanys
Delicia Durst
Maria Escobar
Norma Estrada
Nancy Ferruggia
Anthony Florio

Kim Foreman
Christie Forrester
Nicole Fox Chapman
Kate Fredette
Nancy Freland
Ibis Gonzalez
Julie Gress
Sarah Grimaldi
Preston Gunn
Renee Gustafson
Brenda Harding
Caroline Harrison
Tessa Hay
Cynthia Hempstead
Tonya Hillis
Sheryl Honer
Carrie Hopkins
Penny Ibarra
Morgan Jernigan
Kevin Jezierski
Guillermina Jimenez Tovar
Saira Jimenez
Jennifer Kressler
Martia LaRosa
Denise LaQuire
Kim Lawson
Billie Leathers
Phimnaphat Lindsey
Cynthia Lopardo
Patricia Manzella
Nella Matias
Penny Mauro
Chamollak McCann
Laura McCartney
Clair McDermott
William McMillan
Michele Meli
Jill Merillo
Elizabeth Miller
Bridget Molloy
Linda Molnar
Elizabeth Moore
Yolanda Morrill
Mary Murray
Courtney Niblett
Denise O'Mara
Laura Pascarella
Joli Patel
Melina Pennell
Lisa Pennington
Linda Peoples
Michelle Perakslis
Luz Perez

Danielle Perrigen
Melinda Prosser
Cathleen Pusateri
Arthur Raenke
Charlene Ragan
Susan Rallo
Yosuny Ramos
Michele Resnick
Gail Robbins
Glorymar Rodriguez Soler
Kristen Rosen
Lonnie Roush
Terri Rummel
Heather Rutherford
Jesenia Sandoval Rolon
Claire Scibelli
LuAnn Scudder
Stephanie Speed
Cheryl Sprabery
Diana Stanislawski
Diane Stefaniw
Paula Stracuzza
Megan Strigel
Sean Thomas
Lucretia Thompson
Lisa Thornton
Clara Tzobanakis
Ingrid Vega
Crystal Rae Ward
Elizabeth Ward
Kristen Ward
Lisa Ward Smith
Mary Wieman
Carlette Woods

Adult Education Part Time Teacher(s) for 2021-2022 Year
Lisa Ferrara

9. Drop Program Participant(s)
Amy Anderson – Behavioral Specialist, ESE – 9/1/2022
Michelle Barash – Supervisor of Elementary Programs, Academic Services – 7/1/2022

10. Supplements - see attached list(s)

<u>Running Total (Per Attached List) 2021-2022 School Year</u>		
\$	2,139,162.77	Instructional
\$	95,920.32	Noninstructional
\$	2,235,083.09	Sub-Total
\$	439,640.84	Benefits (19.67%)
\$	2,674,723.93	Total

INSTRUCTIONAL SUPPLEMENTS/DIFFERENTIATED PAY FOR ADDITIONAL DUTIES 2021/2022			
		Board Action 6/14/2022	
Adesso, Lore	Academic Services	Lead Mentor 1st Semester	200.00
Adesso, Lore	Academic Services	Lead Mentor 2nd Semester	200.00
Anzalone, Lauren	Academic Services	Lead Mentor 1st Semester	200.00
Anzalone, Lauren	Academic Services	Lead Mentor 2nd Semester	200.00
Barile, Roseann	Academic Services	Mentor 1st Semester	175.00
Barile, Roseann	Academic Services	Mentor 2nd Semester	175.00
Barker, Jacqueline	Academic Services	Mentor 1st Semester	175.00
Barker, Jacqueline	Academic Services	Mentor 2nd Semester	175.00
Beall, George	Academic Services	Lead Mentor 1st Semester	200.00
Beall, George	Academic Services	Mentor 1st Semester	175.00
Beall, George	Academic Services	Lead Mentor 2nd Semester	200.00
Beall, George	Academic Services	Mentor 2nd Semester	175.00
Blazsek, Dana	Academic Services	Lead Mentor 1st Semester	200.00
Blazsek, Dana	Academic Services	Lead Mentor 2nd Semester	200.00
Bradburn, Sarah	Academic Services	Mentor 1st Semester	175.00
Bradburn, Sarah	Academic Services	Mentor 2nd Semester	175.00
Brendlinger-Buse, Jessica	Academic Services	Mentor 1st Semester	175.00
Brendlinger-Buse, Jessica	Academic Services	Mentor 1st Semester	175.00
Brendlinger-Buse, Jessica	Academic Services	Mentor 2nd Semester	175.00
Brown, Theresa	Academic Services	Mentor 2nd Semester	175.00
Carroll, Susan	Academic Services	Mentor 1st Semester	175.00
Carroll, Susan	Academic Services	Mentor 1st Semester	175.00
Carroll, Susan	Academic Services	Mentor 2nd Semester	175.00
Carroll, Susan	Academic Services	Mentor 2nd Semester	175.00
Cavanaugh, Kasey	Academic Services	Lead Mentor 1st Semester	200.00
Cavanaugh, Kasey	Academic Services	Mentor 1st Semester	175.00
Cavanaugh, Kasey	Academic Services	Mentor 1st Semester	175.00
Cavanaugh, Kasey	Academic Services	Lead Mentor 2nd Semester	200.00
Cavanaugh, Kasey	Academic Services	Mentor 2nd Semester	175.00
Cavanaugh, Kasey	Academic Services	Mentor 2nd Semester	175.00
Cornell, Carla	Academic Services	Lead Mentor 1st Semester	200.00
Cornell, Carla	Academic Services	Lead Mentor 2nd Semester	200.00
Crisci, April	Academic Services	Lead Mentor 2nd Semester	200.00
Croft, Darla	Academic Services	Mentor 1st Semester	175.00
Croft, Darla	Academic Services	Mentor 1st Semester	175.00
Croft, Darla	Academic Services	Mentor 2nd Semester	175.00
Croft, Darla	Academic Services	Mentor 2nd Semester	175.00
Cuevas, Toni	Academic Services	Mentor 1st Semester	175.00
Cuevas, Toni	Academic Services	Mentor 2nd Semester	175.00
D'Anna, Stephanie	Academic Services	Lead Mentor 2nd Semester	200.00
Dasilva-Serrano, Brittney	Academic Services	Mentor 2nd Semester	175.00
Davey, Michelle	Academic Services	Mentor 1st Semester	175.00
Davey, Michelle	Academic Services	Mentor 2nd Semester	175.00
DiLorenzo-Francis, Kathleen	Academic Services	Lead Mentor 1st Semester	200.00
DiLorenzo-Francis, Kathleen	Academic Services	Lead Mentor 2nd Semester	200.00
DiLorenzo-Francis, Kathleen	Academic Services	Mentor 2nd Semester	175.00
DiLorenzo-Francis, Kathleen	Academic Services	Mentor 2nd Semester	175.00
DiLorenzo-Francis, Kathleen	Academic Services	Mentor 2nd Semester	175.00

DiLorenzo-Francis, Kathleen	Academic Services	Mentor 2nd Semester	175.00
Dodson, Jennifer	Academic Services	Lead Mentor 1st Semester	200.00
Dodson, Jennifer	Academic Services	Mentor 1st Semester	175.00
Dodson, Jennifer	Academic Services	Mentor 1st Semester	175.00
Dodson, Jennifer	Academic Services	Lead Mentor 2nd Semester	200.00
Dodson, Jennifer	Academic Services	Mentor 2nd Semester	175.00
Dodson, Jennifer	Academic Services	Mentor 2nd Semester	175.00
Doherty, Silvina	Academic Services	Lead Mentor 1st Semester	200.00
Doherty, Silvina	Academic Services	Mentor 1st Semester	175.00
Doherty, Silvina	Academic Services	Lead Mentor 2nd Semester	200.00
Doherty, Silvina	Academic Services	Mentor 2nd Semester	175.00
Durr, Ghislaine	Academic Services	Mentor 1st Semester	175.00
Durr, Ghislaine	Academic Services	Mentor 2nd Semester	175.00
Ellis, Amy	Academic Services	Lead Mentor 1st Semester	200.00
Ellis, Amy	Academic Services	Mentor 1st Semester	175.00
Ellis, Amy	Academic Services	Lead Mentor 2nd Semester	200.00
Ellis, Amy	Academic Services	Mentor 2nd Semester	175.00
Fischer, Jocelyn	Academic Services	Lead Mentor 1st Semester	200.00
Fischer, Jocelyn	Academic Services	Lead Mentor 2nd Semester	200.00
Fischer, Jocelyn	Academic Services	Mentor 2nd Semester	175.00
Fremer, Bobbi-Jean	Academic Services	Lead Mentor 1st Semester	200.00
Fremer, Bobbi-Jean	Academic Services	Lead Mentor 2nd Semester	200.00
Garrow, Susan	Academic Services	Mentor 1st Semester	175.00
Garrow, Susan	Academic Services	Mentor 2nd Semester	175.00
Gemmati, Susan	Academic Services	Mentor 1st Semester	175.00
Gemmati, Susan	Academic Services	Mentor 1st Semester	175.00
Gemmati, Susan	Academic Services	Mentor 2nd Semester	175.00
Gemmati, Susan	Academic Services	Mentor 2nd Semester	175.00
Gibson, Patricia	Academic Services	Lead Mentor 1st Semester	200.00
Gibson, Patricia	Academic Services	Mentor 1st Semester	175.00
Gibson, Patricia	Academic Services	Lead Mentor 2nd Semester	200.00
Gompers, Jennifer	Academic Services	Mentor 1st Semester	175.00
Hall, Amy	Academic Services	Mentor 2nd Semester	175.00
Hard, Lisa	Academic Services	Mentor 1st Semester	175.00
Hard, Lisa	Academic Services	Mentor 2nd Semester	175.00
Howland, Tiffany	Academic Services	Mentor 1st Semester	175.00
Howland, Tiffany	Academic Services	Mentor 1st Semester	175.00
Howland, Tiffany	Academic Services	Mentor 1st Semester	175.00
Howland, Tiffany	Academic Services	Mentor 2nd Semester	175.00
Howland, Tiffany	Academic Services	Mentor 2nd Semester	175.00
Howland, Tiffany	Academic Services	Mentor 2nd Semester	175.00
Hurd, Vanessa	Academic Services	Mentor 1st Semester	175.00
Hurd, Vanessa	Academic Services	Mentor 1st Semester	175.00
Hurd, Vanessa	Academic Services	Mentor 2nd Semester	175.00
Hurd, Vanessa	Academic Services	Mentor 2nd Semester	175.00
Hurd, Vanessa	Academic Services	Mentor 2nd Semester	175.00
Jacobs, Nancy	Academic Services	Lead Mentor 2nd Semester	200.00
Johnson, Karen	Academic Services	Mentor 1st Semester	175.00
Johnson, Karen	Academic Services	Mentor 2nd Semester	175.00
Kalament, Jennifer	Academic Services	Mentor 1st Semester	175.00
Kalament, Jennifer	Academic Services	Mentor 2nd Semester	175.00
Karczewski, Linda	Academic Services	Mentor 1st Semester	175.00

Karczewski, Linda	Academic Services	Mentor 2nd Semester	175.00
Kidd, Robin	Academic Services	Lead Mentor 1st Semester	200.00
Kidd, Robin	Academic Services	Mentor 1st Semester	175.00
Kidd, Robin	Academic Services	Mentor 1st Semester	175.00
Kidd, Robin	Academic Services	Lead Mentor 2nd Semester	200.00
Kidd, Robin	Academic Services	Mentor 2nd Semester	175.00
Kidd, Robin	Academic Services	Mentor 2nd Semester	175.00
Kronenfeld, Jennifer	Academic Services	Mentor 1st Semester	175.00
Kronenfeld, Jennifer	Academic Services	Mentor 2nd Semester	175.00
Lancaster, Jenna	Academic Services	Mentor 1st Semester	175.00
Lancaster, Jenna	Academic Services	Mentor 2nd Semester	175.00
Leasure, Jessie	Academic Services	Mentor 2nd Semester	175.00
Leasure, Jessie	Academic Services	Mentor 2nd Semester	175.00
Linauer, Marlise	Academic Services	Mentor 1st Semester	175.00
Linauer, Marlise	Academic Services	Mentor 2nd Semester	175.00
Manning, Denise	Academic Services	Mentor 1st Semester	175.00
Manning, Denise	Academic Services	Mentor 2nd Semester	175.00
Molina, DeAnna	Academic Services	Lead Mentor 1st Semester	200.00
Molina, DeAnna	Academic Services	Mentor 1st Semester	175.00
Molina, DeAnna	Academic Services	Lead Mentor 2nd Semester	200.00
Molina, DeAnna	Academic Services	Mentor 2nd Semester	175.00
Myers, Jennifer	Academic Services	Mentor 1st Semester	175.00
Myers, Jennifer	Academic Services	Mentor 2nd Semester	175.00
Norford, Charlotte	Academic Services	Mentor 1st Semester	175.00
Norford, Charlotte	Academic Services	Mentor 2nd Semester	175.00
Pribil, Susan	Academic Services	Lead Mentor 1st Semester	200.00
Pribil, Susan	Academic Services	Mentor 1st Semester	175.00
Pribil, Susan	Academic Services	Mentor 1st Semester	175.00
Pribil, Susan	Academic Services	Lead Mentor 2nd Semester	200.00
Pribil, Susan	Academic Services	Mentor 2nd Semester	175.00
Roush, Cindy	Academic Services	Lead Mentor 1st Semester	200.00
Roush, Cindy	Academic Services	Lead Mentor 2nd Semester	200.00
Soccorso, Jennifer	Academic Services	Mentor 1st Semester	175.00
Soccorso, Jennifer	Academic Services	Mentor 2nd Semester	175.00
Spatz, Patricia	Academic Services	Mentor 2nd Semester	175.00
Stalbaum, Kristine	Academic Services	Mentor 2nd Semester	175.00
Vascellaro, Rachel	Academic Services	Mentor 1st Semester	175.00
Vascellaro, Rachel	Academic Services	Mentor 2nd Semester	175.00
Visceglie, Stacey	Academic Services	Lead Mentor 1st Semester	200.00
Visceglie, Stacey	Academic Services	Lead Mentor 2nd Semester	200.00
Walker, Dana	Academic Services	Lead Mentor 1st Semester	200.00
Walker, Dana	Academic Services	Mentor 1st Semester	175.00
Walker, Dana	Academic Services	Lead Mentor 2nd Semester	200.00
Washington, Terri	Academic Services	Mentor 2nd Semester	175.00
Whatley, Jennifer	Academic Services	Mentor 1st Semester	175.00
Whatley, Jennifer	Academic Services	Mentor 2nd Semester	175.00
Whatley, Jennifer	Academic Services	Mentor 2nd Semester	175.00
Williams, Danyl	Academic Services	Mentor 1st Semester	175.00
Williams, Danyl	Academic Services	Mentor 2nd Semester	175.00
Williams, Danyl	Academic Services	Mentor 2nd Semester	175.00
Woolcock, Jeremy	Academic Services	Mentor 1st Semester	175.00
Wright, Tara	Academic Services	Mentor 1st Semester	175.00

Wright, Tara	Academic Services	Mentor 2nd Semester	175.00
Angeletti, Amy	DES	Student Council Sponsor	464.00
Ambrose-Spano, Cynthia	ESE	Advanced Degree- Instructional eff. 5/2/22	525.38
Fulton, Caroline	FES	Newspaper Advisor	464.00
Campbell, Kirsten	HHS	Advanced Degree- Instructional eff. 5/3/22	279.19
Rocanelli, Victoria	PGES	Advanced Degree- Instructional eff. 5/2/22	291.87
Bland, Justin	WWHS	Asst. Football Coach- Varsity Spring	342.00
Cavallino, Tina	WWHS	Senior Class Sponsor 25%	553.00
Cozzitorto, Anthony	WWHS	Asst. Football Coach- Varsity Spring	342.00
Hughes, William	WWHS	Asst. Football Coach- Varsity Spring	342.00
Hunt, Victoria	WWHS	Beta Club Sponsor	1,080.00
Keiper, Corrine	WWHS	Senior Class Sponsor 75%	1,659.00
Malandrucco, Jonathan	WWHS	Head Football Coach- Varsity Spring	684.20
Scire, Stephen	WWHS	Asst. Football Coach- JV Spring	342.00
Sabino, Tahiri	WWK8	Asst. Track Coach- Gender Equity	830.00
Hann, Michele	DES	Cancel- Lunch Duty eff. 12/6/21	(577.78)
Lewis, Christina	EES	Cancel- Newspaper Advisor	(464.00)
Federico, Karen	EK8	Cancel- Vocal Music Performance Elem.	(668.00)
Ambrose-Spano, Cynthia	ESE	Cancel- Advanced Degree Instructional eff. 5/2/22	(408.63)
Chinchilla, Stacey	PMS	Cancel- Team Leader Math eff. 11/1/21	(869.56)
Supple, Kenneth M.	WHMS	Cancel- Lunch Duty eff. 11/22/21	(605.56)
Tavana, Joshua	WHMS	Cancel- Dramatic Performance	(823.00)
Tavana, Joshua	WHMS	Cancel- Vocal Music Performance	(1,080.00)
Cavallino, Tina	WWHS	Cancel- Senior Class Sponsor 50%	(1,106.00)
Keiper, Corrine	WWHS	Cancel- Senior Class Sponsor 50%	(1,106.00)
		Total From Previous Agenda 5/24/22	\$ 2,110,872.66
		Total Instructional Supplement/Differentiated Pay	\$2,139,162.77



Hernando School District

School Board Regular Meeting

Agenda Item # 22-0665

6/14/2022

Title and Board Action Requested

Approve out of state field trip for Mr. Herman Scriven, sponsor of Hernando High School's FBLA club to Chicago, Illinois to attend the FBLA National Leadership Conference on June 28, 2022 through July 2, 2022.

Executive Summary

The Principal, Mrs. Leechele Booker, on behalf of the Superintendent of Schools, hereby requests the Board to approve for one chaperone, advisor and student to attend the 2022 FBLA National Leadership Conference (NLC) in Chicago, Illinois from June 28th to July 2nd, 2022. This will be our first in-person National Leadership Conference since 2019. The FBLA program provides a moral foundation and instills integrity, respect, and honor while providing leadership skills to our future business leaders and community members. This year the FBLA Chapter has an honorable student who has modeled these standards and advanced to compete at the National Leadership Conference in various business events among top young leaders from all fifty states. This student will be accompanied by his parent serving as chaperone and Mr. Herman Scriven, FBLA advisor in attending the workshops, networking opportunities, and the national competitions.

My Contact

Herman Scriven, FBLA Advisor/Educator

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is \$5,763.00, see attached budget sheet. The cost for the previous fiscal year was \$0 as the chapter has not attended since 2019.

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.

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	CTE External Funds					
Account Name	CTE External Account					
Account Number	1100	5300	3600	9410	13300	87090
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	\$5,763.00					

Funding Source	_____					
Account Name	_____					
Account Number	_____					
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	_____					

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☒

Prior Year Approved Budget: \$ _____

Prior Year Actual Spent: \$ _____

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



Hernando School District

School Board Regular Meeting

Agenda Item # 22-0684

6/14/2022

Title and Board Action Requested

Approve the MOA with the Dawn Center for referral and service provision processes.

Executive Summary

The Director of Adult & Technical Education, on behalf of the Superintendent of Schools, hereby requests the Board review and approve the MOA for referral and service provision processes for victims of domestic and sexual violence.

My Contact

Sophia Watson
Director, Adult & Technical Education
352-797-7081 ext. 415

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.

Memorandum of Agreement

WHEREAS, Salvare, Inc., d/b/a Dawn Center of Hernando County (DAWN CENTER), offers domestic and sexual violence counseling services in Hernando County, Florida, and Hernando Adult Education have come together to collaborate; and

WHEREAS, both parties desire to enter into a Memorandum of Agreement (MOA) setting forth an agreement for a referral and service provision process for victims of domestic and sexual violence; and

WHEREAS, this MOA will become effective on 03/29/2022 or the date of execution of this MOA, whichever is later, and will expire on 03/29/2023;

This MOA is in conjunction with Dawn Center and Hernando Adult Education.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

DAWN CENTER OF HERNANDO COUNTY will:

- 1. Provide Hernando Adult Education with descriptive information regarding Dawn Center of Hernando County programming (e.g. The Economic Justice Program) and the referral process to use when referring persons in need of said services
(Economic Justice referrals are to contact Deisy Dorta, EEA at (352-592-1288)**
- 2. Identify the need for Hernando Adult Education services during the case management/needs assessment process for Dawn Center clientele and refer to Hernando Adult Education programming as appropriate based on client need**
- 3. Familiarize staff with Hernando Adult Education programming and referral processes to include specific laws governing their specific populations**
- 4. Make training available to Hernando Adult Education staff and volunteers regarding domestic violence and how to provide trauma-informed services to survivors**

Hernando Adult Education, will:

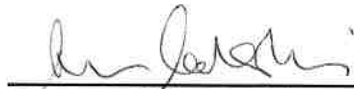
- 1. Provide Dawn Center of Hernando County with descriptive information regarding Hernando Adult Education programming and the referral process to use when referring persons in need of said services**
- 2. Identify the need for domestic and sexual violence services during the case management/needs assessment process for Hernando Adult Education clientele and refer to Dawn Center programming (e.g. The Economic Justice Program) as appropriate based on client need**

3. Familiarize Hernando Adult Education staff with Dawn Center's programming and referral processes to include laws governing confidentiality for survivors of domestic and sexual violence

Insurance and Indemnification

- **Hernando Adult Education** is a state entity within the State of Florida and as such is self-insured. Limits of liability are set forth in section 768.28, Florida Statutes (FS), and nothing shall be construed to extend its liabilities beyond that provided in section 768.28, F.S.
- Neither party, in accordance with Section 768.28, FS, agrees to indemnify or insure the other party for the other party's negligent acts or omissions or tortious acts which result in claims or suits against either or both parties, or to assume any liability for the other party's negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a State Agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

For Salvare, Inc.:



**Shannon Sokolowski, M.N.M.
Executive Director
Dawn Center of Hernando County**

Date: 4/12/22

For Hernando Adult Education:

**Gus Guadagnino
Chairperson
Hernando Adult Education**

Date: _____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

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: \$ _____

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Hernando School District

School Board Regular Meeting

Agenda Item # 22-0691

6/14/2022

Title and Board Action Requested

Approve Contract with the Boys and Girls Club of Hernando County to Provide Before and After School and Summer Programs

Executive Summary

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board approval for a three-year agreement with the Boys & Girls Club of Hernando County to provide before school, after school and summer programs at schools.

The Boys & Girls Club of Hernando County provides an essential service for students and parents and have been exceptional community partners in helping the District move forward in achieving our shared goal of supporting academic success and socio-emotional well-being for all students.

My Contact

Gina Michalicka

Assistant Superintendent of Teaching and Learning

352-797-7000, ext. 404

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The revenue for this agenda item is \$32,578.00, see attached budget sheet. The revenue for the previous fiscal year was \$29,898.00.

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.

**2022 MASTER AGREEMENT BETWEEN
THE HERNANDO COUNTY SCHOOL BOARD AND
BOYS & GIRLS CLUB OF HERNANDO COUNTY**

This Agreement, made and entered into June 14, 2022, by and between the Hernando County School Board, Brooksville, FL, herein referred to as the "Board" and the Boys & Girls Club of Hernando County, Inc., whose address is 5425 Commercial Way, Spring Hill, FL, 34606, herein referred to as the "Boys & Girls Club".

WITNESSETH

WHEREAS, the Boys & Girls Club is a Florida not-for-profit organization which makes programing available to youth which can be a resource to parents and students of the Hernando County School District for periods of time for before and after school, as well as certain school vacation or holiday periods; and

WHEREAS, the Board and the Boys & Girls Club recognize that quality children's programs are a critical societal need; and

WHEREAS, the Board and the Boys & Girls Club recognize that location of same is a primary concern of working parents; and

WHEREAS, the Board and the Boys & Girls Club recognize that secure, supervised, constructive learning and play are needed during times that children are away from their parents and/or schools; and

WHEREAS, the Boys & Girls Club will provide children's programs for infant, pre-kindergarten, elementary and middle school students and students with disabilities at various locations throughout the county which programming is consistent with the educational mission of the Hernando County School Board; and

WHEREAS, the Board is committed to providing the Boys & Girls Club use of Board-owned facilities to house such programs.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Under this agreement, the Board will provide the Boys & Girls Club with access to school Board facilities for its use in conducting Boys & Girls Club children's programs. Providing reasonable & necessary accommodations for participants to access and utilize the program shall be the responsibly of the Boys & Girls Club. The parties acknowledge that the exact facilities used from year to year and program to program may vary depending on the Boys & Girls Club's needs and the Board's requirements for maintenance and its other obligations for educational programs. The Boys & Girls Club shall provide the Board with a list of those facilities it desires to use for the following school year (or summer term, whatever the case may be) at least one hundred and twenty days (120) before the start of each school year and summer term. The Board shall thereafter notify the Boys & Girls Club of the facilities it will make available, in writing, within thirty (30) days after receipt of their request. If the Board is unable to grant all of the Boys & Girls Club's request, it will make other facilities available as it is able. In the event the Board is unable to make other facilities available, the Board will

notify the Boys & Girls Club of same within thirty (30) days after notifying the Boys & Girls Club of not being able to grant the Boys & Girls Club's complete use of facilities request.

Storage space for equipment and supplies will be made available when possible. If sufficient space is unavailable, the Principal will be consulted to develop a solution.

The Principal will provide alternate space when district or school needs require that the Boys & Girls Club program space be temporarily unavailable.

2. CUSTODIAL SERVICES: The Board will provide custodial services for those facilities being used by the Boys & Girls Club pursuant to this Agreement. The Boys & Girls Club will reimburse the Board for the costs of any custodial services rendered as a result of the Boys & Girls Club's programs beyond the normal work day or schedule. The Boys & Girls Club will be responsible for keeping all areas of use neat, in addition to routine cleanup of spills and messy projects. The Boys & Girls Club should return all areas used to the condition such areas were in prior to Boys & Girls Club's usage. Custodial staff will clean areas used by the Boys & Girls Club after 6 PM, except where such programs end earlier. The district's fee schedule for use of facilities is included as "Exhibit B". In the event the District's fees set forth in Exhibit B change during the term, or any renewal term, of this Agreement, the Board will provide not less than (60) days notice of the change in fees to the Boys & Girls Club.

3. CAFETERIA MANAGER: Cafeteria managers in the schools will provide a specific place in a "reach in" refrigerator where snacks can be stored for the childcare snack program. Periodically, special storage requests may need to be addressed with the cafeteria manager so that storage arrangements can be made.

4. STAFF TRAINING: The Boys & Girls Club staff may participate in the Board's staff development programs provided there is space in programs. Board employees have first priority for these programs. The Boys & Girls Club will in turn permit participation by the Board's staff in Boys & Girls Club's training programs depending on space availability.

s. INSPECTION OF PREMISES/EVALUATION OF PROGRAM: The Boys & Girls Club will inspect and continually monitor each school site to determine that the premises are safe, sanitary and usable. If it is determined that the site is not safe, sanitary or in an otherwise usable condition, the Boys & Girls Club shall immediately notify the Principal of its concerns. In addition, the Boys & Girls Club will suspend its operations without any penalty to the Board and allow the district the opportunity to correct noted deficiencies. All school facilities and equipment used by the Boys & Girls Club must be returned in as good a condition as existed prior to use by the Boys & Girls Club, normal and ordinary wear and tear excepted.

Additionally, the Boys and Girls Club will provide updates to the Board. The Board staff may provide guidance and recommendations.

6. PAYMENT FOR DAMAGES OR LOSS: The Boys & Girls Club hereby agrees that in the event of loss or damages to the Board's equipment, materials or facilities due to the Boys & Girls Club's use, the Boys & Girls Club will repair said damage or will replace the damaged item with a like kind item, if available. In the event said like-kind item is not available, the Boys & Girls Club will provide the Board without expense to the Board an item of equal quality to replace that which was damaged or lost. All payment or replacement arrangements are subject to approval by the Board.

7. LICENSING: The Boys & Girls Club will meet all licensing requirements of the Department of Children and Families (DCF) and any other licensing agency for its programs. Should any applicable agency suspend and/or revoke any license, the Boys & Girls Club shall immediately notify the Board of same and immediately cease operations until the license is reinstated and/or this agreement is otherwise terminated.

a. SITE DIRECTOR: The Boys & Girls Club will provide a site director who will be responsible for overall supervision and management of the total operation of the program at each designated site. The Site Director or designated assistant will serve as the liaison between the program staff and the school's staff and will be on site during the hours of operation of the program.

9. MATERIALS: The Boys & Girls Club will provide all consumable program materials and portable equipment. Students will be grouped by age or development needs to insure a safe and supervised learning experience.

10. OPERATING HOURS: The Boys & Girls Club will establish operating hours in accordance with the opening and closing of each individual program site beginning at 6:30 a.m. and ending at 6 p.m.

11. COORDINATION: The Boys & Girls Club will coordinate the use of all school facilities and equipment with the school principal's designee.

12. TELEPHONE AND INTERNET ACCESS: The Board will make a telephone extension available at each site for use by the Boys & Girls Club. The extension will not have long distance services capability. In addition, the Board will provide the Boys & Girls Club with internet access at the sites. The Boys & Girls Club agrees to be bound by the Board's policies on acceptable use of the internet, including School Board Policy 7542. All policies will be made available to the Boys & Girls Club via the District's website. If it is determined by the Board that the Boys & Girls Club has violated any such acceptable use policies, internet access may be immediately terminated at the sites where violations occurred.

13. SNACKS: The Board will provide the Boys & Girls Club with snacks that meet the minimum meal pattern requirements for the program as to components and portion sizes.

Snack Rate: The Board will provide snacks to the Boys & Girls Club at a rate established by the District's Food & Nutrition Department.

***The Board will claim reimbursement from State of Florida/or the snacks at area eligible schools and will be entitled to all reimbursements*

Snack rates may be adjusted from year to year. The snack programs are subject to termination if the Boys & Girls Club is unable to agree to any rate increases, provided that during the term, or any renewal term, of this Agreement the Board notifies the Boys & Girls Club of any rate change not less than sixty (60) days in advance of terminating snack programs.

Meal Reports: The Board's Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared. The Board will provide snack reports to the Boys & Girls Club promptly at the end of each month. The Board will retain such records for a period of three (3) years from the date of the receipt of final payment under this Agreement (or longer, if the Board has been notified of an audit in progress). Upon request, the Board will make all accounts and records pertaining to the program available to representatives of the United States Department of Agriculture and General Accounting Office for audit or administrative review at a reasonable time and place.

Invoices: The Board's Food and Nutrition Services Department will send as invoice to the Boys & Girls Club each month setting forth the amounts payable to the Board for snacks. The Boys & Girls Club will pay the Board the invoiced amount within ninety (90) days of receipt of the invoice. The Board's records and the Boys & Girls Club program participation shall be open to inspection and audit by the Boys & Girls Club and its designees upon reasonable advance notice.

Audits: With regards to any inspection or audit of records pursuant to this Agreement, each party agrees that the other party and its designee(s) shall have full access to inspect and copy and records reasonably necessary for the conduct of such inspection or audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in Hernando County, FL. Each party agrees to provide a reasonably sufficient workspace for the use of inspecting or auditing party's personnel during such inspection or audit.

Each Party agrees to cooperate with the inspecting or auditing party and its designee(s) during the course of the inspection or audit. The costs of any such inspection or audit shall be borne by the party requesting the inspection or audit.

14. TERMS OF AGREEMENT: This Agreement will be for a *period of three (3) years through June 2025*. This Agreement may be renewed for additional annual terms upon mutual agreement of the parties. This language will not prevent the parties from terminating services at a specific location as provided for in Paragraph 18, Termination of Agreement. Exhibit "A" will be updated, as needed, and as agreed upon by the Boys & Girls Club and the Superintendent or designee to add or delete schools associated with said programs.

15. SOVEREIGN IMMUNITY: Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of Board under §768.28, Fla. Stats. Under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between Boys & Girls Club and the Board and/or agency thereof None of the

personnel under contract to, employed by or volunteering for the Board shall be deemed in any way to have any contractual relationship with Boys & Girls Club. The Board shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. Boys & Girls Club shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the Board and Boys & Girls Club. None of the personnel under contract to, employed by or volunteering for Boys & Girls Club shall be deemed in any way to have any contractual relationship with the Board and/or agency thereof. Boys & Girls Club shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

16. HOLD HARMLESS: In consideration of the use of the premises and other good and valuable consideration, the Boys & Girls Club agrees to indemnify, save and hold harmless the Board, its agents, employees and representatives, and to accept all liability arising out of or resulting from any accident, illness, sickness and personal injuries including death, occurring to persons (other than employees of the Board while they are acting in their capacity as employees, on or off school premises) and property damage to school premises (building and contents) and to property of others during the time of rental, except when such accident, illness, sickness, damage, personal injury or death is caused by the negligence or fault of the Board or its agents or employees. The Boys & Girls Club agrees to reimburse the Board for any expense the Board may incur in defending any such claim that may result from the Boys & Girls Club use of the facilities, including attorney's fees, costs and payment of any settlement or judgment. The Boys & Girls Club agrees further not to incur any debts which may be requested to be borne by the Board. The Boys & Girls Club agrees to indemnify, defend and hold harmless the Board, 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 under this Agreement, or any renewal of this Agreement, by the Boys & Girls Club, 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 Boys & Girls Club employees, agents, representatives, or assigns, except when such causes of action or claims is caused by or is the fault of the Board, its members, employees, volunteers or agents.

Neither party hereto shall be liable or responsible for damages, or in any manner whatsoever to the other party, for failure or delay in performing or fulfilling any provision of this Agreement when such failure or delay is due to fire, strikes, war, civil commotion, labor or employment difficulties, acts of God, acts of public authorities or delays defaults caused by public carriers or for any other actions or causes whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against and which cannot be overcome by due diligence. In such event, the time for performance shall be extended for the period of continuance of such force majeure condition, provided, however, that the party

raising such cause shall (i) promptly, after having knowledge of the commencement thereof, notify the other party in writing of the nature of such cause and the expected delay, (ii) continue to keep the other party informed as to the conditions, (iii) take all reasonable steps to eliminate such causes of the delay and (iv) shall continue performance hereunder with the utmost dispatch whenever such reason or cause is removed. In the event any such cause(s) shall continue for a period of six (6) months, the parties hereto shall mutually discuss the matter and the course of action to be taken. The Boys & Girls Club shall not be obligated to pay any fees pursuant to this Agreement in the event that approved space becomes unavailable as a result of such force majeure. Nothing contained herein shall be construed as a waiver of the Board's right to sovereign immunity or limitations of liability as set forth in F.S. § 768.28.

To the fullest extent permitted by law, the Boys & Girls Club and the Board hereby waive all claims against each other and any agents, and employees, each of the other, as to claims and damages to the extent covered by available insurance. Each party shall use best efforts to cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against the other party. Notwithstanding the foregoing, no such release shall be effective unless and to the extent the aforesaid insurance policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

17. PROOF OF INSURANCE/REQUIRED LIMITS OF LIABILITY: The Boys & Girls Club will annually furnish to the Board's Risk Management Department a Certificate of Insurance that evidences a broad form commercial general liability policy and liability policy regarding use of school buses as contemplated herein with agreed upon policy limits (see Exhibit C). The Board will be named on the certificate as the certificate holder and as the additional insured.

18. TERMINATION OF AGREEMENT: The Agreement will remain in effect for the dates as specified in Section 14 of the Agreement unless terminated by either party as follows:

a. Upon breach of the Agreement by a party, the other party shall give written notice of termination of the Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within thirty (30) days from receipt of said notice, then the Agreement shall terminate sixty (60) days from receipt of the written notice.

b. Either party may terminate the Agreement without cause by giving written notice to the other party that the agreement will terminate one hundred and twenty (120) days from the receipt of said notice by the other party.

c. Upon the mutual agreement of the Parties.

d. If either party desires to terminate the implementation of the program at a specific school site, it must provide written notice at least thirty (30) days prior to the start of the school years or at least thirty (30) days prior to the end of the first semester in order to provide appropriate notice to stakeholders.

19. ADDITIONAL PROVISIONS:

a. The Boys & Girls Club will not negotiate directly with site administrators. Both parties agree and understand that the site administrator is not authorized to bind the Board or the District to any terms beyond what is outlined in the original contract.

b. Unless otherwise agreed upon by the Boys & Girls Club and the Superintendent or designee, consistent with Board Policy #7230 regarding acceptance of donations and excluding any payment or replacement arrangements pursuant to Paragraph 6. The Boys & Girls Club has the ability to provide monetary, equipment, additional services or donations to the school sites or district. Discounts may be offered to employees who have their children enrolled in programs.

20. ATTORNEY FEES: In the event litigation is necessary to enforce any of the terms or conditions of the Agreement, each party shall be responsible for their own attorney's fees and costs.

21. LAW OF AGREEMENT (VENUE): The Parties acknowledge that this Agreement is consummated in Hernando County, Florida. The Parties agree that the laws of the State of Florida shall govern and dispute from or related to this agreement. The parties further agree that entry into this Agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely and exclusively in the state courts of competent jurisdiction in and for Hernando County, Florida. Litigation in federal court is precluded by agreement of the parties hereto.

22. BACKGROUND SCREENING: All Boys & Girls Club staff, contractors, agents, officers, employees, or any other persons designated or otherwise employed by it who is working at or visits a school site shall undergo a criminal background screening conducted by the Board and/or consistent with Board policy. The cost of the screening shall be borne by the Boys & Girls Club. As permitted and authorized by Fla. Stat. §435.10, the Board shall provide the Boys & Girls Club with copies of any and all results from criminal background screenings within sixty (60) days of completion; provided that, the Boys & Girls Club shall first provide the Board with an authorization for release of records signed by the individual subject to the criminal background screen(s).

23. NO THIRD PARTY BENEFICIARIES: The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree there are not third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

24. ENTIRE AGREEMENT: This document incorporates and includes all prior, negotiations, correspondence, conversations, agreements and understandings applicable to the

matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

25. PREPARATION OF AGREEMENT: The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

26. WAIVER: The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the information of this Agreement and, therefore, is a material term thereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

27. COMPLIANCE WITH LAW: Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations to this Agreement.

28. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the validity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

29. CAPTIONS: The captions, sections numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

30. AUTHORITY: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

31. NOTICES: All written notices to the Boys & Club and the Board concerning the Agreement will be sufficient if sent by the parties in the United States mail, postage paid to the addresses below:

FOR BOARD

John Stratton
Superintendent
Hernando County School District
919 N. Broad Street
Brooksville, FL 34601

FOR BOYS & GIRLS CLUB

Nicole Andrews
President, Chief Executive Officer
5425 Commercial Way
Spring Hill, FL 34606

[Signature]

EXHIBIT A

LIST OF FACILITIES ASSIGNED TO BOYS & GIRLS CLUB

BROOKSVILLE ELEMENTARY

Programs:

Pre-Kindergarten, VPK, Before/After School, Summer Program,
Winter/Spring Break, Professional Days

Facilities:

Portable 220, F11O & L44, Cafeteria & Outdoor Courts, Playground
and Field

Participants:

Pre-K, VPK: 25
Before/After School: 50

EASTSIDE ELEMENTARY

Programs:

Pre-Kindergarten, VPK, Before/After School

Facilities:

Portable 164 A & B, Classroom 505, Preschool Playground, Cafeteria,
Outdoor Courts & School-age Playground

Participants:

Pre-K, VPK: 30
Before/After School: 50

JD FLOYD ELEMENTARY

Programs:

Pre-Kindergarten, VPK, Before/After School

Facilities:

Classrooms P117, 13-007, P218 A & B, P183 A&B,
345,320 & Cafeteria, Courts and Playground

Participants:

Pre-K, VPK: 50
Before/After School: 100

MOTON ELEMENTARY

Programs:

Pre-Kindergarten, VPK, Before/After School, Summer Program,
Winter/Spring Break, Professional Days

Facilities:

Classrooms 610, Portables 102, 177N, 177S, (Summer only),
Cafeteria & Outdoor Courts, Playground

Participants:

Pre-K, VPK: 15
Before/After School: 50

SPRING HILL ELEMENTARY

Programs:

Facilities:

Participants:

Pre-Kindergarten, VPK, Before/After School

Classrooms P124 A&B, Cafeteria,
Playgrounds**Pre-K, VPK: 25**
Before/After School: 100**BE GREAT SUNCOAST**

Programs:

Facilities:

Participants:

Before/After School Classrooms

204 & 214 Before/After School:

Up to 80

WESTSIDE ELEMENTARY

Programs:

Facilities:

Participants:

Pre-Kindergarten, VPK, Before/After School, Summer Program,
Winter/Spring Break, Professional DaysClassrooms L911, P172, Pavilion
Playground/Field. Summer: 447, 407, 412Pre-K, VPK: 50
Before/After School: 100
Summer: 150**WINDING WATERS K-8**

Programs:

Facilities:

Participants:

Before/After School, Summer Program

Cafeteria, Outdoor Courts, Playground

100

Nature Coast Technical High School

Program:

Facilities:

Participants:

Preschool

Classroom 20, Building 5, Preschool Playground

10

WEST HERNANDO MIDDLE SCHOOL

Programs:

Facilities:

Participants:

Before/After School

Classroom P904, P905, P906, P907, Cafeteria, Outdoor Courts &
Fields

30

EXHIBIT B
USE OF FACILITIES FEE SCHEDULE

NORMAL SCHOOL SESSION

USE OF FACILITIES: There will be No Charge for use of facilities during the normal school session.

CUSTODIAL SERVICES: Boys & Girls Club will be obligated to pay for Two (2) Hours per day at \$30.00/hr. These services will be scheduled between the Boys & Girls Club and the Principal of the school site and will be outside the normal working hours of the custodian.

UTILITIES: There will be No Charge for use of Utilities during this period.

FEE SCHEDULE: SUMMER, WINTER BREAK AND SPRING BREAK

ROOM FEE				<u>Rate per Day</u>
	Regular classroom	(Small)	with lights	\$20.00
	Media	(Medium)	with lights	\$30.00
	Multi-purpose	(Med.-Large)	with lights	\$45.00
	Cafeteria	(Large)	with lights	\$110.00
	Gymnasium		without lights - add \$25 per hour for lights	\$200.00
	Sports Field		(day use without lights)	\$250.00
			(night use with lights)	\$550.00
	Outdoor Courts		without lights - add \$25 hour for lights	\$40.00

Custodial Fees (Hourly fee) \$30.00

Custodial fees shall be rendered at no charge if the use of the facility occurs during hours normally covered by school custodians and if the event or activity does not create any additional need for custodial services. The Principal will determine custodial hours required.

Utility Fees (Hourly fee) \$25.00

Utility fees shall be charged when the use of facility occurs outside normal school operating hours or if the room fee does not already include utilities.

Custodial Products & Materials

The following rates will be charged one per year to cover purchasing custodial products and materials, based on use of school cafeteria and (2) classroom spaces

0-39	\$400
40 Occupants	\$700
41-70 Occupants	\$1,050
71-100 Occupants	\$1,400

EXHIBIT C
INSURANCE REQUIREMENTS FOR VENDOR(S)

1. Throughout the duration of this Agreement, and from the time that work first commences until completion of the work under this Agreement, Boys & Girls Club, its agents and subcontractors shall purchase and maintain such insurance as will protect it from and the Board (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 this Agreement, or any renewal of this Agreement, by itself 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.
2. Certificates of Insurance acceptable to the Board shall be filed with the Owner prior to commencement of the work under this Agreement, or any renewal of this Agreement. 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 Board.
3. The Boys & Girls Club shall procure and maintain at its own expense, during the term of this Agreement, or any renewal of this Agreement, 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 (when applicable)-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.
4. The commercial automobile liability and commercial general liability coverage shall be written on an "occurrence" basis.
5. The commercial automobile liability coverage shall include coverage for owned, non-owned, and hired vehicles.
6. 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 and licensed to do business in the state of Florida.
7. Professional Liability Insurance is to be maintained for the life of the contract/agreement, plus two years after completion.

8. Property Damage -with limits of liability of not less than \$1,000,000.00 per person; and \$2,000,000.00 per occurrence.

9. 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.

10. 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.

Approved as to Form

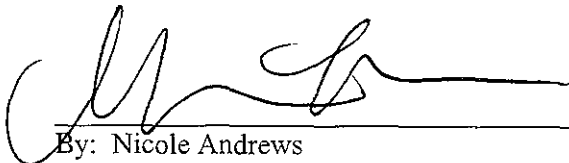
Hernando County School Board:

Nancy McClain Alfonso

General Counsel, HCSB

By: Gus Guadagnino, Board Chair Date: _____

Boys & Girls Club


By: Nicole Andrews

Date: 5/25/2022

Title: President, Chief Executive Officer

**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](mailto: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.

Signed and dated by authorized representative of the Contractor/Vendor as provided below:

Contractor/Vendor:



Approved as to Form

Printed Name: NICOLE ANDREWS

Title: President, Chief Executive Officer

Nancy McClain Alfonso

Date: 5/25/2022

General Counsel, HCSB

A. Item Currently Budgeted -

Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		

Account Name		_____										
Account Number		_____										
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		

B. Item Currently Not Budgeted -**

Funding Source	General Fund Revenue					
Account Name	Miscellaneous Revenue - Boys & Girls Club After School Care					
Account Number	1100	0000	3495	Various	5400	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	32,578.00					

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: \$ 29,898.00

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 # 22-0692

6/14/2022

Title and Board Action Requested

Approve the Contract with the YMCA of the Suncoast to Provide Before and After School and Summer Programs.

Executive Summary

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board approval for a three-year agreement with the YMCA of the Suncoast to provide before, after school and summer programs at schools. The YMCA of the Suncoast provides an essential service for students and parents and have been exceptional community partners in helping the District move forward in achieving our shared goal of supporting academic success and socio-emotional well-being for all students.

My Contact

Gina Michalicka

Assistant Superintendent of Teaching and Learning

352-797-7000, ext. 404

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The revenue for this agenda item is \$56,690.00, see attached budget sheet. The revenue for the previous fiscal year was \$48,270.00.

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.

**2022 MASTER AGREEMENT BETWEEN
THE HERNANDO COUNTY SCHOOL BOARD AND YMCA
OF THE SUNCOAST**

This Agreement, made and entered into June 14, 2022 by and between the Hernando County School Board, Brooksville, FL, herein referred to as the "Board" and the YMCA of the Suncoast a Florida non-profit Corporation, whose address is 2469 Enterprise Rd., Clearwater, FL 33763, herein referred to as the "YMCA".

WITNESSETH:

WHEREAS, the YMCA is a Florida not-for-profit organization which makes programing available to youth which can be a resource to parents and students of the Hernando County School District for periods of time for before and after school, as well as certain school vacation or holiday periods; and

WHEREAS, the Board and the YMCA recognize that quality children's programs are a critical societal need; and

WHEREAS, the Board and the YMCA recognize that location of same is a primary concern of working parents; and

WHEREAS, the Board and the YMCA recognize that secure, supervised, constructive learning and play are needed during times that children are away from their parents and/or schools; and

WHEREAS, the YMCA will provide children's programs for infant, pre-kindergarten, elementary and middle school students and students with disabilities at various locations throughout the county which programming is consistent with the educational mission of the Hernando County School Board; and

WHEREAS, the Board is committed to providing use of Board-owned facilities to house such programs.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

- I. Under this agreement, the Board will provide the YMCA with access to school Board facilities for its use in conducting its children's programs. Providing reasonable and necessary accommodations for participants to access and utilize the program shall be the responsibility of the YMCA. The YMCA shall provide the Board with a list of those facilities it desires to use for the following school year (or summer term, whatever the case may be) at least one hundred and twenty days (120) before the start of each school year and summer term. The Board shall thereafter notify the YMCA of the facilities it will make available, in writing, within thirty (30) days after receipt of their request. If the Board is unable to grant all of the YMCA's request, it will make other facilities available as it is able.

In the event the Board is unable to make other facilities available, the Board will notify the YMCA of same within thirty (30) days after notifying the YMCA of not being able to grant the YMCA's complete use of facilities request.

Storage space for equipment and supplies will be made available when possible. If sufficient space is unavailable, the Principal will be consulted to develop a solution.

The Principal will provide alternate space when district or school needs require that the YMCA program space be temporarily unavailable.

2. CUSTODIAL SERVICES: The Board will provide custodial services for those facilities being used by the YMCA pursuant to this Agreement. The YMCA will reimburse the Board for the costs of any custodial services rendered as a result of the YMCA's programs beyond the normal work day or schedule. The YMCA will be responsible for keeping all areas of use neat, in addition to routine cleanup of spills and messy projects. The YMCA should return all areas used to the condition such areas were in prior to YMCA's usage. Custodial staff will clean areas used by the YMCA after 6 PM, except where such programs end earlier. The district's fee schedule for use of facilities is included as "Exhibit B". In the event the District's fees set forth in Exhibit B change during the term, or any renewal term, of this Agreement, the Board will provide not less than (60) days notice of the change in fees to the YMCA.

3. CAFETERIA MANAGER: Cafeteria managers in the schools will provide a specific place in a "reach in" refrigerator where snacks can be stored for their childcare snack program. Periodically, special storage requests may need to be addressed with the cafeteria manager so that storage arrangements can be made.

4. STAFF TRAINING: The YMCA staff may participate in the Board's staff development programs provided there is space in programs. Board employees have first priority for these programs. The YMCA will in turn permit participation by the Board's staff in YMCA's training programs depending on space availability.

5. INSPECTION OF PREMISES/EVALUATION OF PROGRAM: The YMCA will inspect and continually monitor each school site to determine that the premises are safe, sanitary and usable. If it is determined that the site is not safe, sanitary or in an otherwise usable condition, the YMCA shall immediately notify the Principal of its concerns. In addition, the YMCA will suspend its operations without any penalty to the Board and allow the district the opportunity to correct noted deficiencies. All school facilities and equipment used by the YMCA must be returned in as good a condition as existed prior to use by the YMCA, normal and ordinary wear and tear excepted.

Additionally, the YMCA will provide updates to the Board. The Board staff may provide guidance and recommendations.

6. PAYMENT FOR DAMAGES OR LOSS: The YMCA hereby agrees that in the event of loss or damages to the Board's equipment, materials or facilities due to the YMCA's use, the YMCA will repair said damage or will replace the damaged item with a like kind item, if available. In the event said like-kind item is not available, the YMCA will provide the Board without expense to the Board an item of equal quality to replace that which was damaged or lost. All payment or replacement arrangements are subject to approval by the Board.

7. LICENSING: The YMCA will meet all licensing requirements of the Department of Children and Families (DCF) and any other licensing agency for its programs. Should any applicable agency suspend and/or revoke any license, the YMCA shall immediately notify the Board of same and immediately cease operations until the license is reinstated and/or this agreement is otherwise terminated.

8. SITE DIRECTOR: The YMCA will provide a site director who will be responsible for overall supervision and management of the total operation of the program at each designated site. The Site Director or designated assistant will serve as the liaison between the program staff and the school's staff and will be on site during the hours of operation of the program.

9. MATERIALS: The YMCA will provide all consumable program materials and portable equipment. Students will be grouped by age or development needs to insure a safe secure and supervised learning experience.

10. OPERATING HOURS: The YMCA will establish operating hours in accordance with the opening and closing of each individual program site beginning at 6:30 a.m. and ending at 6 p.m.

11. COORDINATION: The YMCA will coordinate the use of all school facilities and equipment with the school principal's designee.

12. TELEPHONE AND INTERNET ACCESS: The Board will make a telephone extension available at each site for use by the YMCA. The extension will not have long distance services capability. In addition, the Board will provide the YMCA with internet access at the sites. The YMCA agrees to be bound by the Board's policies on acceptable use of the internet, including School Board Policy 7542. All policies will be made available to the YMCA via the District's website. If it is determined by the Board that the YMCA has violated any such acceptable use policies, internet access may be immediately terminated at the sites where violations occurred.

13. SNACKS: The Board will provide the YMCA with snacks that meet the minimum meal pattern requirements for the program as to components and portion sizes.

Snack Rate: The Board will provide snacks to the YMCA at a rate established by the District's Food & Nutrition Department.

***The Board will claim reimbursement from State of Florida for the snacks at area eligible schools and will be entitled to all reimbursements.*

Snack rates may be adjusted from year to year. The snack programs are subject to termination if the YMCA is unable to agree to any rate increases, provided that during the term, or any renewal term, of this Agreement the Board notifies the YMCA of any rate change not less than sixty (60) days in advance of terminating snack programs.

Program Compliance: The Board will be responsible for monitoring the program to provide technical assistance and ensure program compliance.

Meal Reports: The Board's Food and Nutrition Services Department will maintain full and accurate records specifying menu records and identifying the amount of food prepared. The Board will provide snack reports to the YMCA promptly at the end of each month. The Board will retain such records for a period of three (3) years from the date of the receipt of final payment under this Agreement (or longer, if the Board has been notified of an audit in progress). Upon request, the Board will make all accounts and records pertaining to the program available to representatives of the United States Department of Agriculture and General Accounting Office for audit or administrative review at a reasonable time and place.

Invoices: The Board's Food and Nutrition Services Department will send as invoice to the YMCA each month setting forth the amounts payable to the Board for snacks. The YMCA will pay the Board the invoiced amount within ninety (90) days of receipt of the invoice. The Board's records and the YMCA program participation shall be open to inspection and audit the YMCA and its designees upon reasonable advance notice.

Audits: With regards to any inspection or audit of records pursuant to this Agreement, each party agrees that the other party and its designee(s) shall have full access to inspect and copy and records reasonably necessary for the conduct of such inspection or audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in Hernando County, FL. Each party agrees to provide a reasonably sufficient workspace for the use of inspecting or auditing party's personnel during such inspection or audit.

Each Party agrees to cooperate with the inspecting or auditing party and its designee(s) during the course of the inspection or audit. The costs of any such inspection or audit shall be borne by the party requesting the inspection or audit.

14. TERMS OF AGREEMENT: This Agreement will be for a period of three (3) years through June 2025. This Agreement may be renewed for additional annual terms upon mutual agreement of the parties. This language will not prevent the parties from terminating services at a specific location as provided for in Paragraph 18, Termination of

Agreement. Exhibit "A" will be updated, as needed, and as agreed upon by the YMCA and the Superintendent or designee to add or delete schools associated with said programs.

15. SOVEREIGN IMMUNITY: Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of Board under §768.28, Fla. Stats. Under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between YMCA and the Board and/or agency thereof. None of the personnel under contract to, employed by or volunteering for the Board shall be deemed in any way to have any contractual relationship with YMCA. The Board shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. YMCA shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the Board and YMCA. None of the personnel under contract to, employed by or volunteering for YMCA shall be deemed in any way to have any contractual relationship with the Board and/or agency thereof. YMCA shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

16. HOLD HARMLESS: In consideration of the use of the premises and other good and valuable consideration, the YMCA agrees to indemnify, save and hold harmless the Board, its agents, employees and representatives, and to accept all liability arising out of or resulting from any accident, illness, sickness and personal injuries including death, occurring to persons (other than employees of the Board while they are acting in their capacity as employees, on or off school premises) and property damage to school premises (building and contents) and to property of others during the time of rental, except when such accident, illness, sickness, damage, personal injury or death is caused by the negligence or fault of the Board or its agents or employees. The YMCA agrees to reimburse the Board for any expense the Board may incur in defending any such claim that may result from the YMCA use of the facilities, including attorney's fees, costs and payment of any settlement or judgment. The YMCA agrees further not to incur any debts which may be requested to be borne by the Board. The YMCA agrees to indemnify, defend and hold harmless the Board, 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 under this Agreement, or any renewal of this Agreement by the YMCA, 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 YMCA's employees, agents, representatives, or assigns, except when such causes of action or claims is caused by or is the fault of the Board, its members, employees, volunteers or agents

Neither party hereto shall be liable or responsible for damages, or in any manner whatsoever to the other party, for failure or delay in performing of fulfilling any provision of this Agreement when such failure or delay is due to fire, strikes, war, civil commotion, labor or employment difficulties, acts of God, acts of public authorities or delays defaults

caused by public carriers or for any other actions or causes whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against and which cannot be overcome by due diligence. In such event, the time for performance shall be extended for the period of continuance of such force majeure condition, provided, however, that the party raising such cause shall (i) promptly, after having knowledge of the commencement thereof, notify the other party in writing of the nature of such cause and the expected delay, (ii) continue to keep the other party informed as to the conditions, (iii) take all reasonable steps to eliminate such causes of the delay and (iv) shall continue performance hereunder with the utmost dispatch whenever such reason or cause is removed. In the event any such cause(s) shall continue for a period of six (6) months, the parties hereto shall mutually discuss the matter and the course of action to be taken. The YMCA shall not be obligated to pay any fees pursuant to this Agreement in the event that approved space becomes unavailable as a result of such force majeure. Nothing contained herein shall be construed as a waiver of the Board's right to sovereign immunity or limitations of liability as set forth in F.S. §. 768.28.

To the fullest extent permitted by law, the YMCA and the BOARD hereby waive all claims against each other and any agents, and employees, each of the other, as to claims and damages to the extent covered by available insurance. Each party shall use best efforts to cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against the other party. Notwithstanding the foregoing, no such release shall be effective unless and to the extent the aforesaid insurance policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

17. PROOF OF INSURANCE/REQUIRED LIMITS OF LIABILITY: The YMCA will annually furnish to the Board's Risk Management Department a Certificate of Insurance that evidences a broad form commercial general liability policy and liability policy regarding use of school buses as contemplated herein with agreed upon policy limits (see Exhibit C). The Board will be named on the certificate as the certificate holder and as the additional insured.

18. TERMINATION OF AGREEMENT: The Agreement will remain in effect for the dates as specified in Section 14 of the Agreement unless terminated by either party as follows;

a. Upon breach of the Agreement by a party, the other party shall give written notice of termination of the Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within thirty (30) days from receipt of said notice, then the Agreement shall terminate sixty (60) days from receipt of the written notice.

b. Either party may terminate the Agreement without cause by giving written notice to the other party that the agreement will terminate one hundred and twenty (120) days from the receipt of said notice by the other party.

c. Upon the mutual agreement of the Parties.

d. If either party desires to terminate the implementation of the program at a specific school site, it must provide written notice at least thirty (30) days prior to the start of the school years or at least thirty (30) days prior to the end of the first semester in order to provide appropriate notice to stakeholders.

19. ADDITIONAL PROVISIONS:

a. The YMCA will not negotiate directly with site administrators. Both parties agree and understand that the site administrator is not authorized to bind the Board or the District to any terms beyond what is outlined in the original contract.

b. Unless otherwise agreed upon by the YMCA and the Superintendent or designee, consistent with Board Policy #7230 regarding acceptance of donations and excluding any payment or replacement arrangements pursuant to Paragraph 6. The YMCA has the ability to provide monetary, equipment, additional services or donations to the school sites or district. Discounts may be offered to employees who have their children enrolled in programs.

20. ATTORNEY FEES: In the event litigation is necessary to enforce any of the terms or conditions of the Agreement, each party shall be responsible for their own attorney's fees and costs.

21. LAW OF AGREEMENT (VENUE): The Parties acknowledge that this Agreement is consummated in Hernando County, Florida. The Parties agree that the laws of the State of Florida shall govern and dispute from or related to this agreement. The parties further agree that entry into this Agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely and exclusively in the state courts of competent jurisdiction in and for Hernando County, Florida. Litigation in federal court is precluded by agreement of the parties hereto.

22. BACKGROUND SCREENING: All YMCA staff, contractors, agents, officers, employees, or any other persons designated or otherwise employed by it who is working at or visits a school site shall undergo a criminal background screening conducted by the Board and/or consistent with Board policy. The cost of the screening shall be borne by the YMCA. As permitted and authorized by Fla. Stat. §435.10, the Board shall provide the YMCA with copies of any and all results from criminal background screenings within sixty (60) days of completion; provided that, the YMCA shall first provide the Board with an authorization for release of records signed by the individual subject to the criminal background screen(s).

23. NO THIRD PARTY BENEFICIARIES: The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree there are not third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

24. ENTIRE AGREEMENT: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

25. PREPARATION OF AGREEMENT: The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

26. WAIVER: The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the information of this Agreement and, therefore, is a material term thereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

27. COMPLIANCE WITH LAW: Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations to this Agreement.

28. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the validity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

29. CAPTIONS: The captions, sections numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

30. AUTHORITY: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf

of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

31. TRANSPORTATION:

a. **SERVICES TO BE RENDERED:**

YMCA's participants will be transported utilizing School Board buses in the time, date and area identified in the written request provided by the YMCA to the School Board Transportation Department. The written request will include all specific information as required by the Transportation Department.

b. **VEHICLE USE AND OPERATION:**

The YMCA agrees that the vehicles will be used for the purposes set forth above and will not be used for any other purpose. The Board shall not be responsible for loss or damage to any goods, or other property, placed on or carried in the vehicles, or arising from any cause whatsoever. The vehicles will be driven at all times by the Board's bus operators. The vehicles will be operated under the same rules, regulations, policies, and procedures as those for school pupil transportation, as determined by the Hernando County School Board Passenger number limitations shall be enforced by the bus operator.

c. **METHOD OF PAYMENT:**

Payment for use of buses and operator services as provided in paragraph "b" above shall be based on a driver hourly rate and vehicle mileage rate as determined by the Board. The hourly cost and mileage charge shall be calculated beginning when a vehicle leaves Hernando County School Board's vehicle storage area and ending when the vehicle returns to the same location. The Hernando County School Board's Transportation Coordinator will be the final authority as to total driver hours, rate of pay for drivers and mileage cost to be billed.

d. **BILLING:**

Hernando County School Board shall submit a bill to the YMCA for cost including operator hours (when applicable), mileage charge and any other applicable expense to this service. Payment shall be made within thirty (30) days of the date of the Board's invoice.

31. **NOTICE:** All written notices to the YMCA and the Board concerning the Agreement will be sufficient if sent by the parties in the United States mail, postage paid to the addresses below:

FOR BOARD

John Stratton
Superintendent
Hernando County School District
919 N. Broad Street
Brooksville, FL 34601

FOR YMCA

G. Scott Goyer
President/CEO
2469 Enterprise Rd
Clearwater, FL 33763

EXHIBIT A
LIST OF FACILITIES ASSIGNED TO THE YMCA

Central High School

Infant/Toddler/Pre-K
Enrollment 18

VPK
Enrollment - 11

Challenger K8

Before and After Care
Enrollment – 110

Chocachatti Elementary

Before and After Care
Enrollment - 75

Deltona

Toddler/Pre- K
Enrollment - 15

Before and After Care
Enrollment 60

Explorer K8

Before and After Care
Enrollment – 80

Pine Grove Elementary

Infant/Toddler
Enrollment 10

Pre-K Enrollment –12

VPK
Enrollment - 7

Before and After Care
Enrollment - 60

Powell Middle School

Before and After Care
Enrollment- 25

Springstead High School

Toddler/Pre-K
Enrollment- 21

Suncoast Elementary

Before and After Care
Enrollment- 80

EXHIBIT B
USE OF FACILITIES FEE SCHEDULE

NORMAL SCHOOL SESSION

USE OF FACILITIES: There will be No Charge for use of facilities during the normal school session.

CUSTODIAL SERVICES: YMCA will be obligated to pay for Two (2) Hours per day at \$30.00/hr. These services will be scheduled between the YMCA and the Principal of the school site and will be outside the normal working hours of the custodian.

UTILITIES: There will be No Charge for use of Utilities during this period.

FEE SCHEDULE: SUMMER, WINTER BREAK AND SPRING BREAK

ROOM FEE				Rate <u>per</u> Day
	Regular classroom	(Small)	with lights	\$20.00
	Media	(Medium)	with lights	\$30.00
	Multi-purpose	(Med.-Large)	with lights	\$45.00
	Cafeteria	(Large)	with lights	\$110.00
	Gymnasium		without lights - add	
			\$25 per hour for lights	\$200.00
	Sports Field		(day use without lights)	\$250.00
			(night use with lights)	\$550.00
	Outdoor Courts		without lights - add \$25	\$40.00
			hour for lights	

Custodial Fees (Hourly fee) \$30.00

Custodial fees shall be rendered at no charge if the use of the facility occurs during hours normally covered by school custodians and if the event or activity does not create any additional need for custodial services. The Principal will determine custodial hours required.

Utility Fees (Hourly fee) \$25.00

Utility fees shall be charged when the use of facility occurs outside normal school operating hours or if the room fee does not already include utilities.

Custodial Products & Materials

The following rates will be charged once per year to cover purchasing custodial products and materials, based on use of school cafeteria and (2) classroom spaces

0-39	\$400
40 Occupants	\$700
41-70 Occupants	\$1,050
71-100 Occupants	\$1,400

EXHIBIT C
INSURANCE REQUIREMENTS FOR VENDOR(S)

1. 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 it from and the Board (Hernando County School District, its cl11J Tent, former and future Board members, employees, volunteers and agents) from claims set forth below which may arise out of or result from this Agreement, or any renewal of this Agreement, by itself 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.
2. Certificates of Insurance acceptable to the Board shall be filed with the Owner prior to commencement of the work under this Agreement, or any renewal of this Agreement. 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 Board.
3. The YMCA shall procure and maintain at its own expense, during the term of this Agreement, or any renewal of this Agreement, 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 (when applicable)-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.
4. The commercial automobile liability and commercial general liability coverage shall be written on an "occurrence" basis.
5. The commercial automobile liability coverage shall include coverage for owned, non-owned, and hired vehicles.
6. 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 and licensed to do business in the state of Florida.
7. Professional Liability Insurance is to be maintained for the life of the contract/agreement, plus two years after completion.
8. Property Damage -with limits of liability of not less than \$1,000,000.00 per person; and \$2,000,000.00 per occurrence.

9. The Hernando County School District, its element, 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.

10. 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.

Approved as to Form

Hernando County School Board

Nancy McClain Alfonso

General Counsel, HCSB

Date: _____

By: Gus Guadagnino, Board Chair

YMCA


G. Scott Goyer, President CEO

Date:

6-2-2022

**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](mailto: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.

Signed and dated by authorized representative of the Contractor/Vendor as provided below:

Contractor/Vendor:


Printed Name: G. Scott Goyer
Title: President/CEO
Date: 5-26-2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

A. Item Currently Budgeted -

Account Name												
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

Account Name												
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

B. Item Currently Not Budgeted -**

Funding Source	General Fund Revenue					
Account Name	Miscellaneous Revenue - YMCA Before & After School Care					
Account Number	1100	0000	3495	Various	41400	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	56,690.00					

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: \$ 48,270.00

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 # 22-0662

6/14/2022

Title and Board Action Requested

Approve the re-organization of Food and Nutrition Services including two new job descriptions, Assistant Director of Food and Nutrition Services and Food and Nutrition Operations Specialist.

Executive Summary

The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approval for the proposed re-organization of Food and Nutrition Services which will include two new job descriptions. Position 1: Assistant Director of Food and Nutrition Services. This position would support Food and Nutrition Services with a succession plan moving into the future. This new position will replace the current position - Food and Nutrition Services Finance/Operations Program Manager as this position will be eliminated. Position 2: Food and Nutrition Services Operations Specialist. This new position will replace the current positions - FNS Team Development/Marketing Specialist and System Support Specialist for FNS as these positions will be eliminated. There will be a financial savings of approximately \$88,790.00. As requested at the HCSB School Board Workshop on May 10, 2022, attached in this agenda item is an updated 2022-2023 FNS re-organization chart and salary budget spreadsheet.

My Contact

Lori Drenth
Director of Food and Nutrition Services
352-797-7028 x406
Drenth_l@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$0. The budget impact is a savings of \$88,790.00

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.

**FOOD AND NUTRITION DEPARTMENT ORGANIZATIONAL CHART
2021-2022 SY (CURRENT)**

Food and Nutrition Director
Lori Drenth

**Nutrition and Wellness
Program Manager**
Vacant

**Nutrition and Wellness
Specialist**
Carol Monroe

**Coordinator
Special Initiatives**
Vacant

BES/HHS (BEST)
Theresa Belmonte, Mgr

EES
Cheryl Hicks, Mgr.

EK8
TBD, Mgr

DSPMS
Melody Day Webb, Mgr.

MES
Yirlannv Leon, Mgr

WWHS
Joni Richards, Mgr

**Finance and Operations
Program Manager**
Holly Longo

**Finance and Operations
Specialist**
Vacant

Senior Associates - 2
*Tracie Vendrone
Gina Cinriani*

CES/NCTHS
Patti White, Mgr

CHS/Endeavor
Diana Mayo, Mgr

JDF
Jessica Ward, Mgr

PGE
Joanne Pierce, Mgr

WHMS
Babette Jenkins, Mgr

WWK8
Jackie Nelson, Mgr

**System Support
Specialist**
William Ward

Technician (Maintenance)
Dave Hart

**Team Development and Marketing
Program Manager**
Jennifer Weaver

**Team Development/
Marketing Specialist**
Jennifer Patrick

CK8
Donna O'Donnell, Mgr

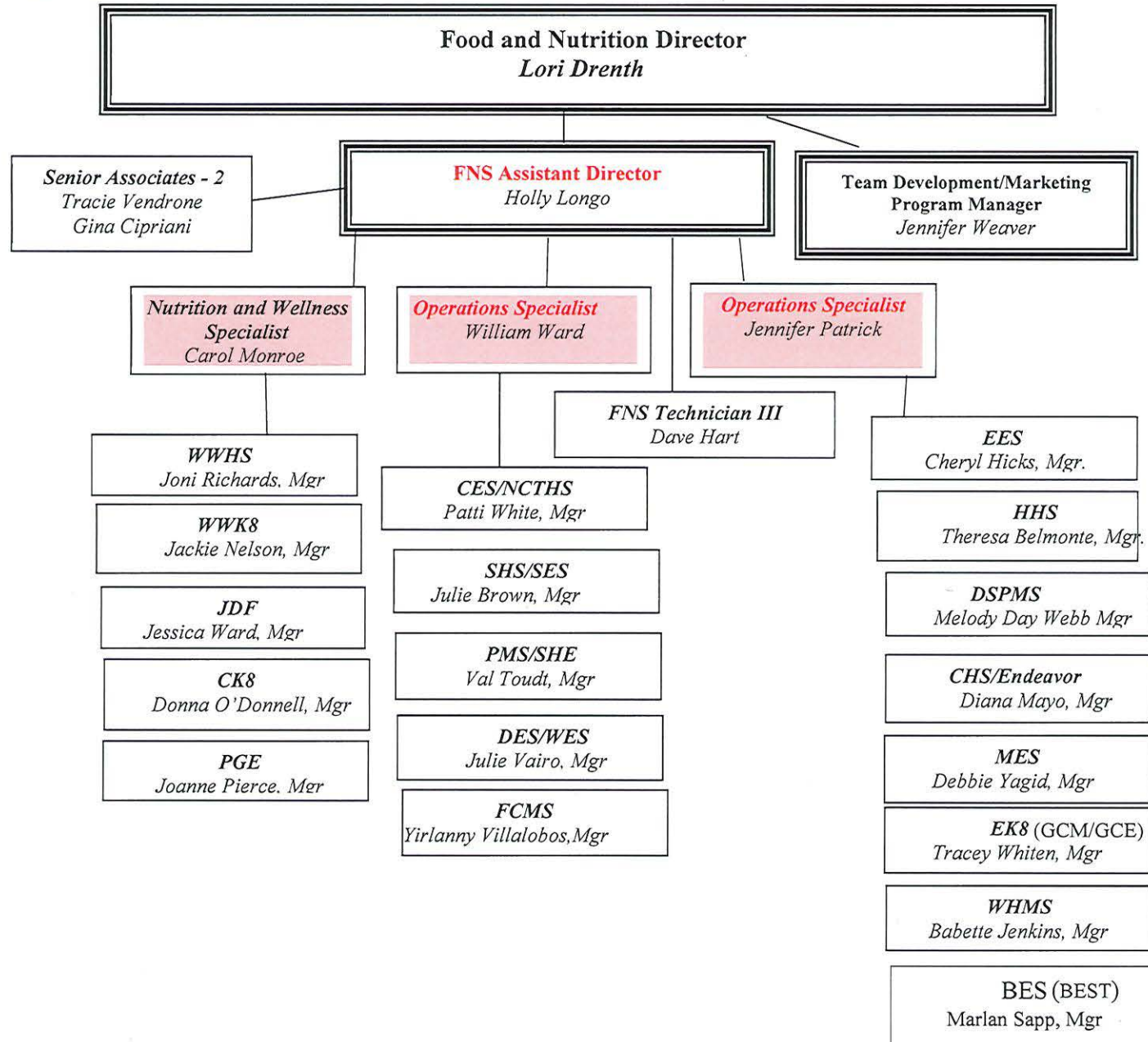
DES/WES
Julie Vairo, Mgr

FCMS (GCA, GCM)
Tracey Whiten, Mgr

PMS/SHE
Val Toudt, Mgr

SHS/SES
Julie Brown, Mgr

FOOD AND NUTRITION DEPARTMENT ORGANIZATIONAL CHART
2022-2023 proposed



Hernando County School Board
Florida

FLSA: Exempt, Non-Union

<u>ASSISTANT DIRECTOR OF FOOD AND NUTRITION SERVICES</u>

Required Qualifications:

- Bachelor's Degree in Food and Nutrition, Institutional Food Management, Hospitality or other related field
- Five (5) years of experience in school food service management, food service operations and management or related experience.
OR
- Any equivalent combination of education and experience which provides the required knowledge, skills, and abilities to perform the essential duties and responsibilities of the position
- Must possess a valid Florida Driver's License
- Must possess the ability to organize and supervise people

Desired Qualifications:

- Master's Degree in related field and/or equivalent experience
- Preference given to Credentialed School Nutrition Specialist (SNS) through the School Nutrition Association

Performance Responsibilities:

- Provide the Director information about operational needs in assisting the Director with preparing the annual Food Service operating and capital budget
- Provide information to the Director related to hiring, disciplinary actions and termination of personnel assigned to the department
- Participate in confidential conferences, employee grievances and formal complaints with the Director
- Advise the Director in the evaluation of bids and other purchasing decisions
- Formation of ongoing Food Service personnel safety and training programs
- Assist the Director by attending Board Meetings and/or Workshops, when called upon
- Inform assigned personnel of responsibilities required by federal, state and local laws, rules, policies and practices
- Supervise highly complex technical and analytical work involving the design, development and implementation of computer applications, projects, and/or systems.

- Develop and maintain records necessary for efficient and cost-effective management of the Food and Nutrition Services Department.
- Organize, coordinate, and direct appropriate in-service training programs for Food and Nutrition Services Department employees, with special emphasis on training Managers and Assistant Managers.
- Work with diverse groups in a professional and courteous manner, and communicate

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 Director of Food and Nutrition Services and/or designee

Evaluation:

Annual evaluation done by the Director of Food and Nutrition Services and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Administrative

Job Code:

Board Approved:

Revised:

Hernando County School Board Florida

FLSA: Exempt, Non-Union

ASSISTANT DIRECTOR OF FOOD AND NUTRITION SERVICES
--

Required Qualifications:

- Bachelor's Degree in Food and Nutrition, Institutional Food Management, Hospitality or other related field
- Five (5) years of experience in school food service management, food service operations and management or related experience.
- OR
- Any equivalent combination of education and experience which provides the required knowledge, skills, and abilities to perform the essential duties and responsibilities of the position
- Must possess a valid Florida Driver's License
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- Provide information to the Director related to hiring, disciplinary actions and termination of personnel assigned to the department
- Participate in confidential conferences, employee grievances and formal complaints with the Director
- Advise the Director in the evaluation of bids and other purchasing decisions
- Formation of ongoing Food Service personnel safety and training programs
- Assist the Director by attending Board Meetings and/or Workshops, when called upon
- Inform assigned personnel of responsibilities required by federal, state and local laws, rules, policies and practices
- Supervise highly complex technical and analytical work involving the design, development and implementation of computer applications, projects, and/or systems.
- Develop and maintain records necessary for efficient and cost-effective management of

the Food and Nutrition Services Department.

- Organize, coordinate, and direct appropriate in-service training programs for Food and Nutrition Services Department employees, with special emphasis on training Managers and Assistant Managers.
- Work with diverse groups in a professional and courteous manner, and communicate effectively both orally and in writing.
- Act as liaison between schools and the Director
- Attend professional meetings that aid Food and Nutrition Services in achieving its maximum potential
- Revision of policies as needed
- Coordinate breakfast, lunch, snack and supper feeding policies and programs to meet established local, state and federal policies
- Supervise and evaluate staff
- Perform other duties as assigned by the Director of Food and Nutrition Services and/or designee

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 Director of Food and Nutrition Services and/or designee

Evaluation:

Annual evaluation done by the Director of Food and Nutrition Services and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Administrative

Job Code:

Board Approved:
Revised:

Hernando County School Board
Florida

FLSA:Exempt, Non-Union

<u>FOOD AND NUTRITION SERVICES (FNS) OPERATIONS SPECIALIST</u>

Required Qualifications:

- Three (3) years of experience in school food service management, food service operations and management or related experience.
OR
- Any equivalent combination of education and experience which provides the required knowledge, skills, and abilities to perform the essential duties and responsibilities of the position
- Ability to communicate effectively in written and oral form
- Must possess a valid Florida Driver's License
- High school diploma or equivalent

Desired Qualifications:

- Experience with automated food service software and more complex computer programs
- Associates degree from an accredited institution in the field of food and nutrition, institutional food management, business management or a related field.
- Experience with K-12 school food service in a school district.
- Knowledge of laws and regulations related to United States Department of Agriculture (USDA) Child Nutrition and K12 school food service.
- School Nutrition Association active membership
- Experience in quantity food preparation

Performance Responsibilities:

- Ability to communicate effectively in written and oral form using positive interpersonal skills with a variety of stakeholders in an efficient and timely manner.
- Ability to organize, prioritize, manage, and carry out duties efficiently and within established timeframes.
- Ability to establish and maintain collaborative working relationships with all stakeholders
- Review school sites to ensure all schools participating in the National School Lunch, National School Breakfast, Seamless Summer Feeding Program and Child Care Food Program are meeting program requirements

- Monitor the flow of food, inventories (including USDA commodities) and supplies in school cafeterias
- Review and audit cafeteria reports to insure federal and state guidelines are being followed
- Assist the administrator in the evaluation of school food service programs annually as required by federal regulations
- Provide assistance in training managers and workers in all areas of school site management and financial accountability for food service operations
- Assist in the review, evaluation and recommendation of procedures that improve systems within school food service
- Assist in the planning, development, implementation and evaluation of the district- wide food service program
- Serve as a resource in implementing activities that contribute to increasing participation in school breakfast and lunch
- Assist in marketing, coordinating, delivery and tracking of all activities of the program ▪ Visit schools on a regular basis and provide technical assistance as needed.
- Perform other incidental tasks consistent with the goals and objectives of the Food and Nutrition Department
- Audit school site reports and paperwork as required
- Review labor costs and evaluate staffing at school sites and make recommendations for changes as needed
- Identify and facilitate solutions to financial problems in assigned schools' programs
- Assist with updating policies and procedures for both schools and district office, and train and assist all FNS personnel with policies and procedures.
- Assist with budget analysis, financial review, and related responsibilities to develop an appropriate plan of action.
- Review and audit weekly cafeteria reports to insure federal and state guidelines are being followed.
- Assist in the identification, development and implementation of departmental programs, procedures, tools and/or training that ensure the effectiveness and efficiency of the Food and Nutrition Program
- Coach school site Managers with personnel or supervisory concerns as needed ▪ Perform other duties as assigned

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 Food and Nutrition Services (FNS) Assistant Director and/or designee

Evaluation:

Annual evaluation done by the Food and Nutrition Services (FNS) Assistant Director and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory-D

Job Code:

76011

Board Approved:

Revised:

**Hernando County School Board
Florida**

FLSA:Exempt, Non-Union

FOOD AND NUTRITION SERVICES (FNS) OPERATIONS SPECIALIST
--

Required Qualifications:

- Three (3) years of experience in school food service management, food service operations and management or related experience.
- OR
- Any equivalent combination of education and experience which provides the required knowledge, skills, and abilities to perform the essential duties and responsibilities of the position
- Ability to communicate effectively in written and oral form
- Must possess a valid Florida Driver's License
- High school diploma or equivalent

Desired Qualifications:

- Experience with automated food service software and more complex computer programs
- Associates degree from an accredited institution in the field of food and nutrition, institutional food management, business management or a related field.
- Experience with K-12 school food service in a school district.
- Knowledge of laws and regulations related to United States Department of Agriculture (USDA) Child Nutrition and K12 school food service.
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- Ability to organize, prioritize, manage, and carry out duties efficiently and within established timeframes.
- Ability to establish and maintain collaborative working relationships with all stakeholders
- Review school sites to ensure all schools participating in the National School Lunch, National School Breakfast, Seamless Summer Feeding Program and Child Care Food Program are meeting program requirements
- Monitor the flow of food, inventories (including USDA commodities) and supplies in school cafeterias

- Review and audit cafeteria reports to insure federal and state guidelines are being followed
- Assist the administrator in the evaluation of school food service programs annually as required by federal regulations
- Provide assistance in training managers and workers in all areas of school site management and financial accountability for food service operations
- Assist in the review, evaluation and recommendation of procedures that improve systems within school food service
- Assist in the planning, development, implementation and evaluation of the district- wide food service program
- Serve as a resource in implementing activities that contribute to increasing participation in school breakfast and lunch
- Assist in marketing, coordinating, delivery and tracking of all activities of the program
- Visit schools on a regular basis and provide technical assistance as needed.
- Perform other incidental tasks consistent with the goals and objectives of the Food and Nutrition Department
- Audit school site reports and paperwork as required
- Review labor costs and evaluate staffing at school sites and make recommendations for changes as needed
- Identify and facilitate solutions to financial problems in assigned schools' programs
- Assist with updating policies and procedures for both schools and district office, and train and assist all FNS personnel with policies and procedures.
- Assist with budget analysis, financial review, and related responsibilities to develop an appropriate plan of action.
- Review and audit weekly cafeteria reports to insure federal and state guidelines are being followed.
- Assist in the identification, development and implementation of departmental programs, procedures, tools and/or training that ensure the effectiveness and efficiency of the Food and Nutrition Program
- Coach school site Managers with personnel or supervisory concerns as needed
- Perform other duties as assigned

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 Food and Nutrition Services (FNS) Assistant Director and/or designee

Evaluation:

Annual evaluation done by the Food and Nutrition Services (FNS) Assistant Director

and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory- D

Job Code:

76011

Board Approved:
Revised:

PROPOSED for 2022-2023

		Salary + Fringe + HI		New Salary	Fringe	Health Ins.	Total
POSITION							
Director of Food & Nutrition Services							
FNS Senior Associate-Conf.							
FNS Senior Associate-Conf.							
FNS Team Develop/Marketing Prgm Mngr-PTS							
Food Service Technician III							
FNS Operations Specialist-PTS D	Currently Confidential Level L \$20.95 hr	\$41,732	Move to PTS-D Step 1 \$23.25	\$46,314	\$9,615	\$7,000	\$62,929
FNS Nutrition/Wellness Specialist-PTS D	Currently Confidential Level L \$20.50 hr	\$40,836	Move to PTS-D Step 1 \$23.25	\$46,314	\$9,615	\$7,000	\$62,929
FNS Operations Specialist-PTS D	Currently PTS Level B \$18.82 hr	\$37,489	Move to PTS-D Step 1 \$23.25	\$46,314	\$9,615	\$7,000	\$62,929
Assistant Director-Admin	Currently PTS Level E \$34.79 hr	\$69,301	Move to Admin SS Assnt Dir. Base Rate \$38.00	\$75,696	\$15,714	\$7,000	\$98,410
FNS Nutrition/Wellness Prgm Mngr-PTS			Elim.				(\$65,447)
Systems Support Specialist Food & Nutr.-PTS			Elim.				(\$51,916)
FNS Finance/Operations Program Mngr-PTS			Elim.				(\$90,314)
FNS Coordinator- Special Initiatives- PTS			Elim.				(\$63,412)
FNS Finance/Operations Specialist-Conf.			Elim.				(\$63,166)
FNS Development/Marketing Specialist-Conf.			Elim.				(\$41,732)
							(\$88,790)

A. Item Currently Budgeted -

Account Name		<u>No Financial Impact</u>										
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 # 22-0663

6/14/2022

Title and Board Action Requested

Approve Job Descriptions for Teen Parent Nursery Assistant and Teen Parent Head of Nursery.

Executive Summary

The Director of Student Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the updated Job Descriptions for the Teen Parent Nursery Assistant and Teen Parent Head of Nursery to include an updated alignment with responsibilities and Department of Children and Families (DCF) compliance, and reporting to the Director of Student Services.

Student Services provides the oversight, monitoring, compliance and reporting of the teen parenting program and all staff within the program.

Student Services is requesting the Board approve the updated job descriptions update including reporting to the Director of Student Services or designee since oversight is provided by Student Services.

My Contact

Jill Kolasa

Director of Student Services

(352) 797-7008

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

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

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

Hernando County School Board Florida

FLSA: Non-Exempt, Union

TEEN PARENT HEAD OF NURSERY

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- 165-hour Child Development Associate credential (must be renewed every 5 years)
- 60-hour Director credential in child care management (must be renewed every 5 years) ▪ 30-hour child care course
- Current first aid and CPR certificate
- Special needs course, literacy training or disability training

Performance Responsibilities:

- Responsible for compliance ~~ensuring that the nursery complies~~ with child care standards covered in sections 402.301-319 of Florida Statutes and Hernando County ~~county~~ child care codes including compliance with fire and child care licensing standards.
- Responsible for compliance with all policies and procedures of the Department of Children and Families, including supervision of volunteers.
- Responsible for the reporting of suspected abuse, neglect, endangerment, abandonment as indicated in Chapter 39 of FL Statute; mandated reporting
- Maintain an orderly child care facility
- Create and implement a developmentally appropriate schedule for the child care facility including plan of activities which indicates quiet play, active play and indoor and outdoor activities. ~~Set up a schedule for the child care facility including a plan of activities which indicates quiet play, active play and indoor and outdoor periods based on the developmental stages of the child~~
- Serve as mentor to TAPP (Teenage Parenting Program) students to promote healthy parenting skills and strategies. Directly supervise TAPP (Teenage Parenting Program) parents with children under their care in the child care facility during experiential learning activities. ~~Provide assistance to student parents when they are on duty in the nursery~~
- ~~Report any unusual behavioral findings on infants or teen parents to the Teen Parent Social Worker~~ Chapter 39 FL Statute covered on bullet 2
- Maintain confidentiality at all times; any breach will be grounds for ~~mean~~ immediate dismissal
- ~~Maintain all~~ Responsible for maintaining accurate and up to date ~~health~~ records on each enrolled child ~~placed-registered~~ in the teen parent child care facility in compliance with state statutes and child care standards
- ~~Ensure that all infants who are placed in the teen parent nursery have up to date health records on file that comply with state statutes and child care standards~~
- Work with TAPP (Teenage Parenting Program) coordinator to determine equipment and supplies needs. ~~Order all supplies and materials for the child care facility~~
- ~~Prepare and maintain~~ Manage inventory and provisions of all supplies and materials in the child care facility

- ~~Teach students how to improve parenting skills~~
- [Responsible for checking email, phone messages and other forms of communication daily](#)
- Perform other duties as assigned by the [Director of Student Services](#) ~~principal, the Teen Parenting/Dropout Prevention Coordinator Social Worker~~ 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~~ [Director of Student Services](#), ~~the Teen Parenting/Dropout Prevention Coordinator Social Worker~~ and/or designee

Evaluation:

Annual evaluation done by the [Director of Student Services](#) and/or designee

Terms of Employment:

10-month employment

Salary:

Salary based upon approved salary schedule - Noninstructional Level M

Job Code:

51110

Board Approved: 08/18/98

Revised: 07/26/05, 01/20/09, 05/17/11, [02/03/22](#)

Hernando County School Board Florida

FLSA: Non-Exempt, Union

TEEN PARENT HEAD OF NURSERY

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- 165-hour Child Development Associate credential (must be renewed every 5 years)
- 60-hour Director credential in child care management (must be renewed every 5 years) ▪ 30-hour child care course
- Current first aid and CPR certificate
- Special needs course, literacy training or disability training

Performance Responsibilities:

- Responsible for compliance with child care standards covered in sections 402.301-319 of Florida Statutes and Hernando County child care codes including compliance with fire and child care licensing standards.
- Responsible for compliance with all policies and procedures of the Department of Children and Families, including supervision of volunteers.
- Responsible for the reporting of suspected abuse, neglect, endangerment, abandonment as indicated in Chapter 39 of FL Statute; mandated reporting
- Maintain an orderly child care facility
- Create and implement a developmentally appropriate schedule for the child care facility including plan of activities which indicates quiet play, active play and indoor and outdoor activities.
- Serve as mentor to TAPP (Teenage Parenting Program) students to promote healthy parenting skills and strategies. Directly supervise TAPP (Teenage Parenting Program) parents with children under their care in the child care facility during experiential learning activities
- Chapter 39 FL Statute covered on bullet 2
- Maintain confidentiality at all times; any breach will be grounds for immediate dismissal
- Responsible for maintaining accurate and up to date records on each enrolled child registered in the teen parent child care facility in compliance with state statutes and child care standards
- Work with TAPP (Teenage Parenting Program) coordinator to determine equipment and supplies needs
- Manage inventory and provisions of all supplies and materials in the child care facility
- Responsible for checking email, phone messages and other forms of communication daily
- Perform other duties as assigned by the Director of Student Services and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Director of Student Services, and/or designee

Evaluation:

Annual evaluation done by the Director of Student Services and/or designee

Terms of Employment:

10-month employment

Salary:

Salary based upon approved salary schedule - Noninstructional Level M

Job Code:

51110

Board Approved: 08/18/98

Revised: 07/26/05, 01/20/09, 05/17/11, 02/03/22

Teen Parent Head of Nursery

Hernando County School Board Florida

FLSA: Non-Exempt, Union

TEEN PARENT NURSERY ASSISTANT

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Completion of thirty (30) hours of child care training course or certification from an approved educational institute
- Completion of eight (8) clock hours of inservice training on an annual basis
- Current basic first aid and CPR certificate

Desired Qualifications:

- Ability to work effectively with infants, adolescents and adults

Performance Responsibilities:

- Assist the TAPP (Teenage parenting program) Head of Nursery in order to maintain compliance with child care standards covered in sections 402.301-319 of FL Statutes and Hernando County child care codes.
- Responsible for the reporting of suspected abuse, neglect, endangerment, abandonment as indicated in Chapter 39 of FL Statute; mandated reporting.
- ~~Provide direct supervision and interaction of teen parent mothers with infants under their care in the child care facility~~ Serve as mentor to TAPP (Teenage parenting program) students and coach teenage mothers and/or fathers on how to implement effective parenting skills while recognizing the challenges of being a teenage parent.
- Maintain an orderly, safe and clean day care environment
- ~~Change and feed the infants and provide age appropriate and developmentally appropriate play activities to children in the child care facility~~ Provide for daily care activities including changing, feeding, and developmentally appropriate play to all children in the facility.
- Maintain confidentiality at all times; any breach will ~~mean~~ be grounds for immediate ~~dismissal~~ disciplinary action.
- ~~Observe and report to the Teen Parent Social Worker any unusual physical or behavioral findings noted on children or teen parents in the program~~
- ~~Ensure supervision and assistance to teen parent students when they are on duty in the nursery; this includes instruction to teen parent students in positive parenting skills as part of the program emphasis on parenting skills~~ Directly supervise TAPP (Teenage parenting program) parents with children under their care in the child care facility during experiential learning activities to promote healthy parenting skills and strategies.
- ~~Assist the Teen Parent Nursery Head each day in preparation of the nursery so that it complies with child care standards covered in Florida Statute Section 402.301-319 and county child care codes~~

- Examine all infants who are placed in the nursery each day to ensure they are free of any communicable disease
- [Maintain DCF child care credentials](#)
- [Provide coverage at any of the TAPP \(Teenage parenting program\) child care locations, upon request.](#)
- Perform other duties as assigned by the ~~principal~~ [Director of Student Services](#), the [Teenage Parenting Social Worker](#), the [TAPP \(Teenage parenting program\) Head of Nursery](#) ~~Nursery Head~~ 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~~, [the Director of Student Services](#), and/or designee

Evaluation:

Annual evaluation by ~~the principal and/or administrative designee~~ [the Director of Student Services and/or designee](#)

Terms of Employment:

10-month employment — [185 days](#)

Salary:

Salary based upon approved salary schedule - Noninstructional Level D

Job Code:

51114

Board Approved: 08/18/98

Revised: 01/20/09, 05/17/11, [02/23/22](#)

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Union

TEEN PARENT NURSERY ASSISTANT

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Completion of thirty (30) hours of child care training course or certification from an approved educational institute
- Completion of eight (8) clock hours of in-service training on an annual basis ▪ Current basic first aid and CPR certificate

Desired Qualifications:

- Ability to work effectively with infants, adolescents and adults

Performance Responsibilities:

- Assist the TAPP (Teenage parenting program) Head of Nursery in order to maintain compliance with child care standards covered in sections 402.301-319 of FL Statutes and Hernando County child care codes.
- Responsible for the reporting of suspected abuse, neglect, endangerment, abandonment as indicated in Chapter 39 of FL Statute; mandated reporting.
- Serve as mentor to TAPP (Teenage parenting program) students and coach teenage mothers and/or fathers on how to implement effective parenting skills while recognizing the challenges of being a teenage parent.
- Maintain an orderly, safe and clean day care environment
- Provide for daily care activities including changing, feeding, and developmentally appropriate play to all children in the facility.
- Maintain confidentiality at all times; any breech will be grounds for immediate disciplinary action.
- Directly supervise TAPP (Teenage parenting program) parents with children under their care in the child care facility during experiential learning activities to promote healthy parenting skills and strategies.
- Examine all infants who are placed in the nursery each day to ensure they are free of any communicable disease
- Maintain DCF child care credentials
- Provide coverage at any of the TAPP (Teenage parenting program) child care locations, upon request.
- Perform other duties as assigned by the Director of Student Services, the Teenage Parenting Social Worker, the TAPP (Teenage parenting program) Head of Nursery 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 Student Services, and/or designee

Evaluation:

Annual evaluation by the Director of Student Services and/or designee

Terms of Employment:

10-month employment –185 days

Salary:

Salary based upon approved salary schedule - Noninstructional Level D

Job Code:

51114

Board Approved: 08/18/98

Revised: 01/20/09, 05/17/11, 02/23/22

Teen Parent Nursery Assistant

A. Item Currently Budgeted -

Account Name		<u>No Financial Impact</u>								
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 # 22-0679

6/14/2022

Title and Board Action Requested

Approve the Job Description Revision for District Technology Network Security Specialist

Executive Summary

The Director of Technology and Information Services, on behalf of the Superintendent of Schools, hereby requests the Board approve the revised and corrected job description for the District Technology Network Security Specialist. The description was approved on March 8, 2022, as Agenda Item 22-0443 however at the time a typographical error was missed and the Description approved incorrectly lists the position as Professional Technical Supervisory Category E, this application is to correct it to Professional Technical Supervisory Category D. There are no other changes or modifications to this job description.

My Contact

Joseph Amato
Director of Technology and Information Services
Amato_j1@hcsb.k12.fl.us
(352)797-7006 ext. 102

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is \$ 28,470.00, 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 County School Board

Florida

FLSA: Exempt, Non-Union

DISTRICT TECHNOLOGY NETWORK SECURITY SPECIALIST
--

Required Qualifications:

- Associate's degree from an accredited institution in a technology field and three (3) years of progressively responsible experience in information technology security/networking related field. In lieu of the degree requirement, a high school diploma and seven (7) years of progressively responsible experience in information technology security/networking related field.
- Valid Florida driver's license.

Desired Qualifications:

- A+, Net + and/or Security + and/or other Security Certifications
- Bachelor's degree in a technology field from an accredited college or technical school

Performance Responsibilities:

- Work with network access control (NAC) systems, firewalls, routers, incident response techniques, intrusion prevention systems, information security methodologies, authentication protocols and different attack types.
- Oversee and maintain measures to identify system security vulnerabilities and create remediation techniques, including penetration testing and the development of exploits.
- Experience with security engineering, system and network security, authentication and security protocols, cryptography, and application security.
- Conduct regular security audits, risk analysis, vulnerability testing and security reviews and install computer security software.
- Maintain knowledge of current operating systems for Windows, wide area networks, network and wireless security, network routing protocols and voice over Internet Protocol (IP) Technology.
- Experience in selection, installation, training and troubleshooting of networking, hardware, and software.
- Monitor computer networks for security threats or unauthorized users.
- Identify compromised machines and report on security measures taken to address threats.
- Develop and test software deployment tools, firewalls, and intrusion detection systems.

- Research, evaluate, recommend, and implement security devices and procedures.
- Create security documentation for users, assist in disaster recovery and gather evidence regarding cyber-crimes.
- Categorize all types of threats such as internal, external, intentional, and unintentional threats and work to stop them.
- Examine, evaluate, and deploy security technology, products, and integrated systems for safeguarding, supervising, assessing, and exploring the security of the IT assets.
- Establish security configuration baselines and standards.
- Prepare network security and fraud reports by collecting, analyzing, and summarizing data and trends.
- Develop and interpret security policies and procedures.
- Develop and deliver training materials and perform general security awareness and specific security technology training.
- Evaluate and recommend new and emerging security products and technologies □
- Maintain and update the District's Incident Response Plan.
- Participate in incident handling and response.
- Plan network security and fraud management systems by evaluating prevention, deterrent, detection, alert, profiling, and neural technologies; identifying risks, weaknesses, and suspicious activities; developing safeguard policies, procedures, and controls.
- Assist the Network Coordinator with the development and implementation of ongoing network specifications, modifications and maintenance plans related to technology.
- Assist in the design, installation, management and documentation of infrastructure including switches, routers, firewalls, intrusion detection/prevention systems as well as wiring and physical infrastructure.
- Administrate and manage various network hardware and software district-wide.
- Assist in the management, upgrades and maintenance of end-user software and hardware.
- Attend technical workshops and meetings as required.
- Provide support to assigned DTSS technicians via e-mail, telephone, and in person.
- Review open tickets for each assigned DTSS technician, provide prioritization and remotely resolve issues where needed.
- Provide input to Network Coordinator on annual evaluations of DTSS technicians.
- Sustain focus and attention to detail.
- Perform other duties as assigned by the Director of Technology and/or Network Coordinator 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 Network Coordinator and/or designee

Evaluation:

Annual evaluation done by the Network Coordinator and/or designee

Terms of Employment:

12-month employment Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category ~~E~~ D

Job Code:

82010

Board Approved: 03/08/2022

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

DISTRICT TECHNOLOGY NETWORK SECURITY SPECIALIST
--

Required Qualifications:

- Associate's degree from an accredited institution in a technology field and three (3) years of progressively responsible experience in information technology security/networking related field. In lieu of the degree requirement, a high school diploma and seven (7) years of progressively responsible experience in information technology security/networking related field.
- Valid Florida driver's license.

Desired Qualifications:

- A+, Net + and/or Security + and/or other Security Certifications
- Bachelor's degree in a technology field from an accredited college or technical school

Performance Responsibilities:

- Work with network access control (NAC) systems, firewalls, routers, incident response techniques, intrusion prevention systems, information security methodologies, authentication protocols and different attack types.
- Oversee and maintain measures to identify system security vulnerabilities and create remediation techniques, including penetration testing and the development of exploits.
- Experience with security engineering, system and network security, authentication and security protocols, cryptography, and application security.
- Conduct regular security audits, risk analysis, vulnerability testing and security reviews and install computer security software.
- Maintain knowledge of current operating systems for Windows, wide area networks, network and wireless security, network routing protocols and voice over Internet Protocol (IP) Technology.
- Experience in selection, installation, training and troubleshooting of networking, hardware, and software.
- Monitor computer networks for security threats or unauthorized users.
- Identify compromised machines and report on security measures taken to address threats.
- Develop and test software deployment tools, firewalls, and intrusion detection systems.
- Research, evaluate, recommend, and implement security devices and procedures.

- Create security documentation for users, assist in disaster recovery and gather evidence regarding cyber-crimes.
- Categorize all types of threats such as internal, external, intentional, and unintentional threats and work to stop them.
- Examine, evaluate, and deploy security technology, products, and integrated systems for safeguarding, supervising, assessing, and exploring the security of the IT assets.
- Establish security configuration baselines and standards.
- Prepare network security and fraud reports by collecting, analyzing, and summarizing data and trends.
- Develop and interpret security policies and procedures.
- Develop and deliver training materials and perform general security awareness and specific security technology training.
- Evaluate and recommend new and emerging security products and technologies
- Maintain and update the District's Incident Response Plan.
- Participate in incident handling and response.
- Plan network security and fraud management systems by evaluating prevention, deterrent, detection, alert, profiling, and neural technologies; identifying risks, weaknesses, and suspicious activities; developing safeguard policies, procedures, and controls.
- Assist the Network Coordinator with the development and implementation of ongoing network specifications, modifications and maintenance plans related to technology.
- Assist in the design, installation, management and documentation of infrastructure including switches, routers, firewalls, intrusion detection/prevention systems as well as wiring and physical infrastructure.
- Administrate and manage various network hardware and software district-wide.
- Assist in the management, upgrades and maintenance of end-user software and hardware.
- Attend technical workshops and meetings as required.
- Provide support to assigned DTSS technicians via e-mail, telephone, and in person.
- Review open tickets for each assigned DTSS technician, provide prioritization and remotely resolve issues where needed.
- Provide input to Network Coordinator on annual evaluations of DTSS technicians.
- Sustain focus and attention to detail.
- Perform other duties as assigned by the Director of Technology and/or Network Coordinator 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 Network Coordinator and/or designee

Evaluation:

Annual evaluation done by the Network Coordinator and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category D

Job Code:

82010

Board Approved: 03/08/2022

A. Item Currently Budgeted -

Account Name	Millage-Technology					
Account Number	1120	8200	1610/2xxx	9220	00100	
	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
\$ 1,774,912.00	\$	\$	\$ 1,774,912.00	\$ 28,470.00	\$	1,746,442.00

Account Name						
Account Number						
	Fund	Function	Object	Cost Center	Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget
	-				=	Present Request
						Remaining Balance Available
\$	\$	\$	\$	\$	\$	

B. Item Currently Not Budgeted -**

Funding Source						
Account Name						
Account Number						
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$						

Funding Source						
Account Name						
Account Number						
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$						

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☒

Prior Year Approved Budget: \$ 0.00

Prior Year Actual Spent: \$ 0.00

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



Hernando School District

School Board Regular Meeting

Agenda Item # 22-0686

6/14/2022

Title and Board Action Requested

Approve revised Job Description for Supervisor of Instructional Technology

Executive Summary

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board approve the minor change in job requirements to include Master's degree in a field of education that was omitted in error. This agenda item was previously approved at the May 10, 2022 Board Meeting.

My Contact

Gina Michalicka

Assistant Superintendent of Teaching and Learning

352-797-7000, ext. 404

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: Exempt/Non-Union

SUPERVISOR OF INSTRUCTIONAL TECHNOLOGY

Required Qualifications:

- Master's degree or higher, from an accredited university or college, in ~~Media, Educational Leadership, or Administration/Supervision~~ or other related educational degree.
- Minimum of five (5) years of successful technology and/or administrative experience in an education setting including three (3) years of classroom experience.

Desired Qualifications:

- Certification and/or eligibility in administration and supervision, educational leadership, or other leadership certification.

Performance Responsibilities:

- Coordinate the planning, implementation, and evaluation of educational technology and adoption and purchasing of educational materials.
- Facilitate the review of educational technology programs in compliance with district state, and federal laws, rules, and guidelines.
- Coordinate program planning to involve District and school personnel, community representatives and students when appropriate.
- Serve as a program consultant to school personnel with assistance in the identification of program needs and the selection of appropriate materials and equipment.
- Assist principals and educational technology specialists in improving school educational technology programs.
- Facilitate the development of school and district plans related to educational technology.
- Serve as a liaison of the Academic Services team.
- Provide services to schools in the area of information processing, including school-related computer applications (monitoring student progress, scheduling, grade reporting, attendance, etc.).
- Facilitate the use of educational technology to enhance curriculum and instruction.
- Work with appropriate personnel to facilitate training and professional development related to educational technology for all stakeholders.
- Facilitate the use of district information and management software systems.
- Align educational technology with the District mission and school improvement plans.
- Assist in the development of educational technology related handbooks, policies, evaluation instruments, and other guidelines.
- Establish and implement organizational and procedural policies in regard to selecting, processing, and evaluating materials and equipment.

- Determine technology related equipment needs and coordinate with TIS and Academic Services staff to prepare bid specifications for their procurement.
- Attend and participate in educational meetings, workshops, and conferences pertinent to educational technology programs and services.
- Prepare all required reports and maintain all appropriate records.
- Supervise and coach assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.

Physical Demands:

Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as needed to move objects.

Reports to:

Assistant Superintendent of Teaching & Learning

Evaluation:

Annual evaluation completed by the Assistant Superintendent of Teaching & Learning

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category G

Job Code:

Board Approved:

**Hernando County School Board
Florida**

FLSA: Exempt/Non-Union

SUPERVISOR OF INSTRUCTIONAL TECHNOLOGY

Required Qualifications:

- Master's degree or higher, from an accredited university or college, in, Educational Leadership, Administration/Supervision or other related educational degree.
- Minimum of five (5) years of successful technology and/or administrative experience in an education setting including three (3) years of classroom experience.

Desired Qualifications:

- Certification and/or eligibility in administration and supervision, educational leadership, or other leadership certification.

Performance Responsibilities:

- Coordinate the planning, implementation, and evaluation of educational technology and adoption and purchasing of educational materials.
- Facilitate the review of educational technology programs in compliance with district state, and federal laws, rules, and guidelines.
- Coordinate program planning to involve District and school personnel, community representatives and students when appropriate.
- Serve as a program consultant to school personnel with assistance in the identification of program needs and the selection of appropriate materials and equipment.
- Assist principals and educational technology specialists in improving school educational technology programs.
- Facilitate the development of school and district plans related to educational technology.
- Serve as a liaison of the Academic Services team.
- Provide services to schools in the area of information processing, including school-related computer applications (monitoring student progress, scheduling, grade reporting, attendance, etc.).
- Facilitate the use of educational technology to enhance curriculum and instruction.
- Work with appropriate personnel to facilitate training and professional development related to educational technology for all stakeholders.
- Facilitate the use of district information and management software systems.
- Align educational technology with the District mission and school improvement plans.
- Assist in the development of educational technology related handbooks, policies, evaluation instruments, and other guidelines.
- Establish and implement organizational and procedural policies in regard to selecting, processing, and evaluating materials and equipment.

- Determine technology related equipment needs and coordinate with TIS and Academic Services staff to prepare bid specifications for their procurement.
- Attend and participate in educational meetings, workshops, and conferences pertinent to educational technology programs and services.
- Prepare all required reports and maintain all appropriate records.
- Supervise and coach assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action.

Physical Demands:

Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as needed to move objects.

Reports to:

Assistant Superintendent of Teaching & Learning

Evaluation:

Annual evaluation completed by the Assistant Superintendent of Teaching & Learning

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category G

Job Code:

Board Approved:

A. Item Currently Budgeted -

Account Name		<u>No Financial Impact</u>										
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 # 22-0695

6/14/2022

Title and Board Action Requested

Approval of the Superintendent's Reorganization Plan

Executive Summary

The Superintendent of Schools, hereby requests the Board approve the proposed Reorganization Plan and associated job descriptions.

This plan mainly addresses district leadership positions. It has been developed for the purpose of building succession within our organization as well as adjusting titles to align with duties.

In addition to growth, we have experienced some unprecedented challenges in the past few years. Our normal operations have become more challenging and complex and we have placed more and more demand on the workload of some of our staff. In addition, we have several senior staff retiring in the next few years. To prepare for those changes, this reorganization plan is being presented in order to set the organization up for continued success beyond our current leadership.

While it is recognized this request has an impact to the budget, these changes are necessary for the operational needs of the district and are my recommendation in order to move the district forward and prepare for the future.

Note: Some job descriptions are included in the packet, specifically for new or significantly revised positions. If the proposed plan is approved, additional job description revisions that support the changes will be brought to the Board for approval.

My Contact

John Stratton
Superintendent of Schools
352-797-7000

2018-23 Strategic Focus Area

Pillar 5: Fiscal Responsibility & Organizational Effectiveness

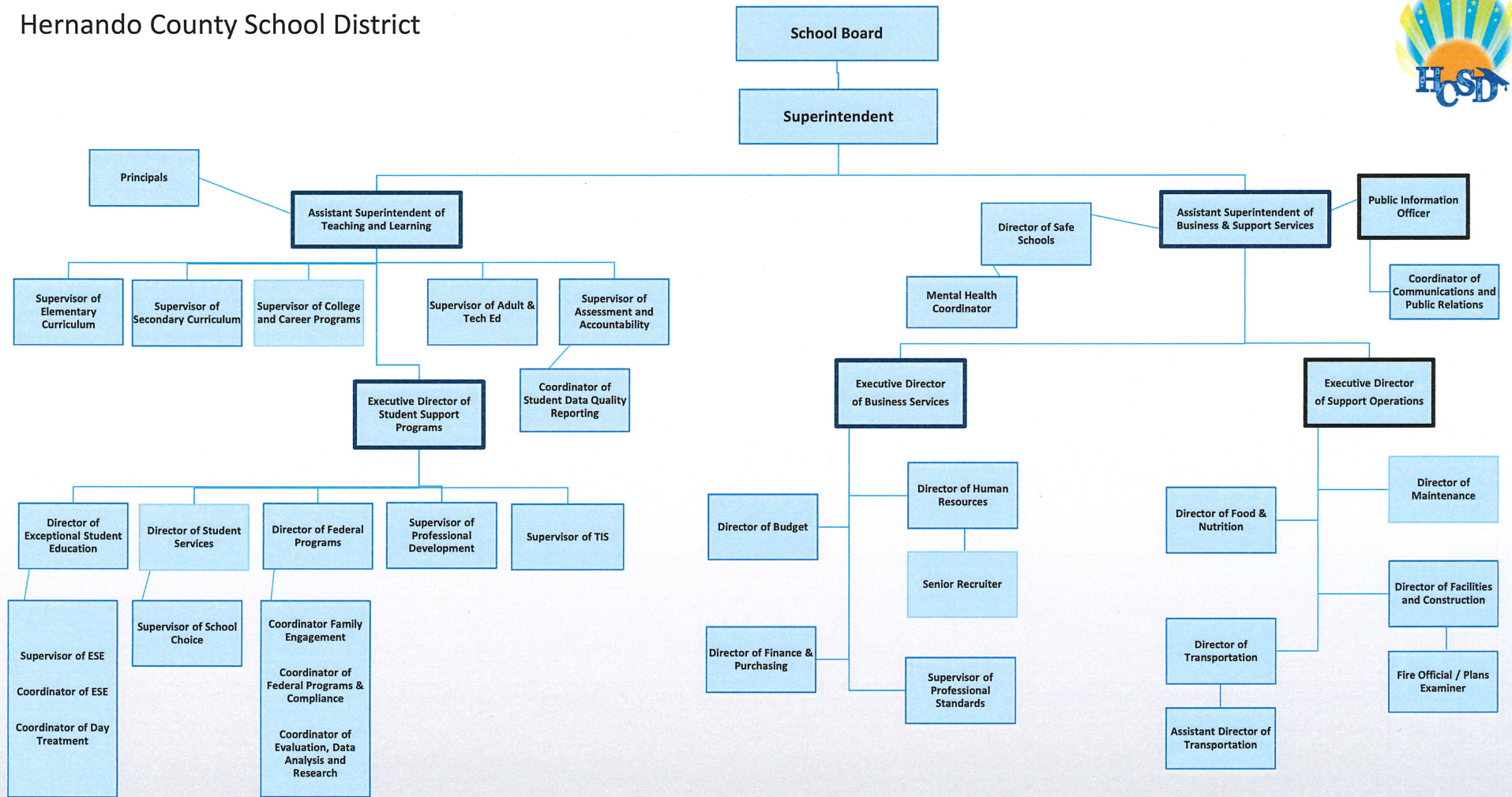
Financial Impact

The cost for this agenda item is \$ \$465,897.39 in 2022-2023, \$328,847.42 in 2023-2024, and a savings of \$7,913.03 in 2024-2025. Budget sheet attached. 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 District



Current Structure (represents Coordinator level and above)

□ Bold outer line indicates Cabinet member

BUSINESS SERVICES SUPPORT OPERATIONS DIVISIONS

Year 2022-2023

Current Position	Proposed Position	Current		Proposed		Salary difference including benefits and fringes
		Salary	Salary, Benefits & Fringes	Salary	Salary, Benefits & Fringes	
N/A	Purchasing Director			\$95,595.00	\$122,077.00	\$122,077.00
Assistant Director (eliminate in December)*	N/A (eliminated)	\$79,950.76	\$103,185.02			-\$103,185.02
N/A	Manager of Transportation Operations*			\$61,652.40	\$81,087.92	\$81,087.92
N/A	Manager of Transportation Fleet*			\$61,652.40	\$81,087.92	\$81,087.92
Camera Technician & Parts Clerk, Transportation (2 positions)	Increase from 11 months to 12 months	\$57,376.00	\$75,923.74	\$64,939.20	\$85,057.06	\$9,133.32
Coordinator & Compliance Monitor of Threat Assessments	Safe Schools funding source change (90 to 100%)**	\$59,713.16	\$78,746.10	\$66,347.96	\$86,758.28	\$8,012.18
		Total Cost of Proposed Change				\$198,213.32

*annualized cost for budgeting purposes

**no change to salary, job title & funding source change only

No Financial Cost:

Payroll moves to HR

Manager of Purchasing Services title change to Buying Manager

Year 2023-2024

Current Position	Proposed Position	Current		Proposed		Salary difference including benefits and fringes
		Salary	Salary, Benefits & Fringes	Salary	Salary, Benefits & Fringes	
Budget Assistant (Conf G)	Budget Analyst (PTS D)	\$33,423.77	\$46,999.02	\$50,298.00	\$67,376.34	\$20,377.32
Senior Accounting Assistant (Conf L)	Financial Analyst (PTS D)	\$48,106.80	\$64,730.25	\$56,274.00	\$74,592.96	\$9,862.71
Accounting Clerk (Conf D)	Executive Secretary (Conf I)	\$29,282.40	\$41,997.91	\$31,473.60	\$44,644.00	\$2,646.09
N/A	Coordinator of Human Resources			\$63,046.80	\$82,771.80	\$82,771.80
Data & Certification Specialist (Conf J)	Lead Certification Specialist (PTS D)	\$38,844.00	\$53,544.49	\$52,290.00	\$69,781.88	\$16,237.39
N/A	Manager of Environmental Services			\$61,652.40	\$81,087.92	\$81,087.92
		Total Cost of Proposed Change				\$212,983.23

No Financial Cost:

District Office Support Staff and Employment Specialist report to Coordinator of HR

Year 2024-2025

Current Position	Proposed Position	Current		Proposed		Salary difference including benefits and fringes
		Salary	Salary, Benefits & Fringes	Salary	Salary, Benefits & Fringes	
Director of Budget	Director of Finance & Budget	\$104,760.90	\$133,145.74	\$93,059.70	\$119,015.37	-\$14,130.37
Director of Finance	CFO	\$102,970.13	\$130,983.21	\$108,118.64	\$137,200.55	\$6,217.34
		Total Cost of Proposed Change				-\$7,913.03

Effective July 1, 2025, No Financial Cost:

Business Systems Coordinator will move to Human Resources

CFO Reports to Assistant Superintendent of Business & Support Ops

Executive Director of Business Services (require/prefer law degree on job description)

Summary of Changes for Business Services and Support Operations Divisions

- 2022-2023
 - Add Director of Purchasing position that will oversee Purchasing, Warehouse, and Property Control Departments
 - Revise structure to eliminate Transportation Assistant Director position (upon employee retirement in December 2022) and replace with two Manager positions
 - Change two Transportation positions (Camera Technician & Parts Clerk) from 11 months to 12 months
 - Revise job title and adjust funding percentage for Coordinator & Compliance Monitor of Threat Assessments in Safe Schools from 90% General to 100% General
 - Move Payroll Department under Human Resources
 - Revise job title of Manager of Purchasing to Buying Manager

Summary of Changes for Business Services and Support Operations Divisions

- 2023-2024

- Upgrade Budget Assistant to Budget Analyst
- Upgrade Senior Accounting Assistant to Financial Analyst
- Change position of Accounting Clerk to Executive Secretary
- Add Coordinator of Human Resources position
- Employment Specialist and District Office Support Staff will report to the Coordinator of Human Resources
- Upgrade one Data & Cert Specialist position to Lead Certification Specialist
- Add Manager of Environmental Services position in the Maintenance Department

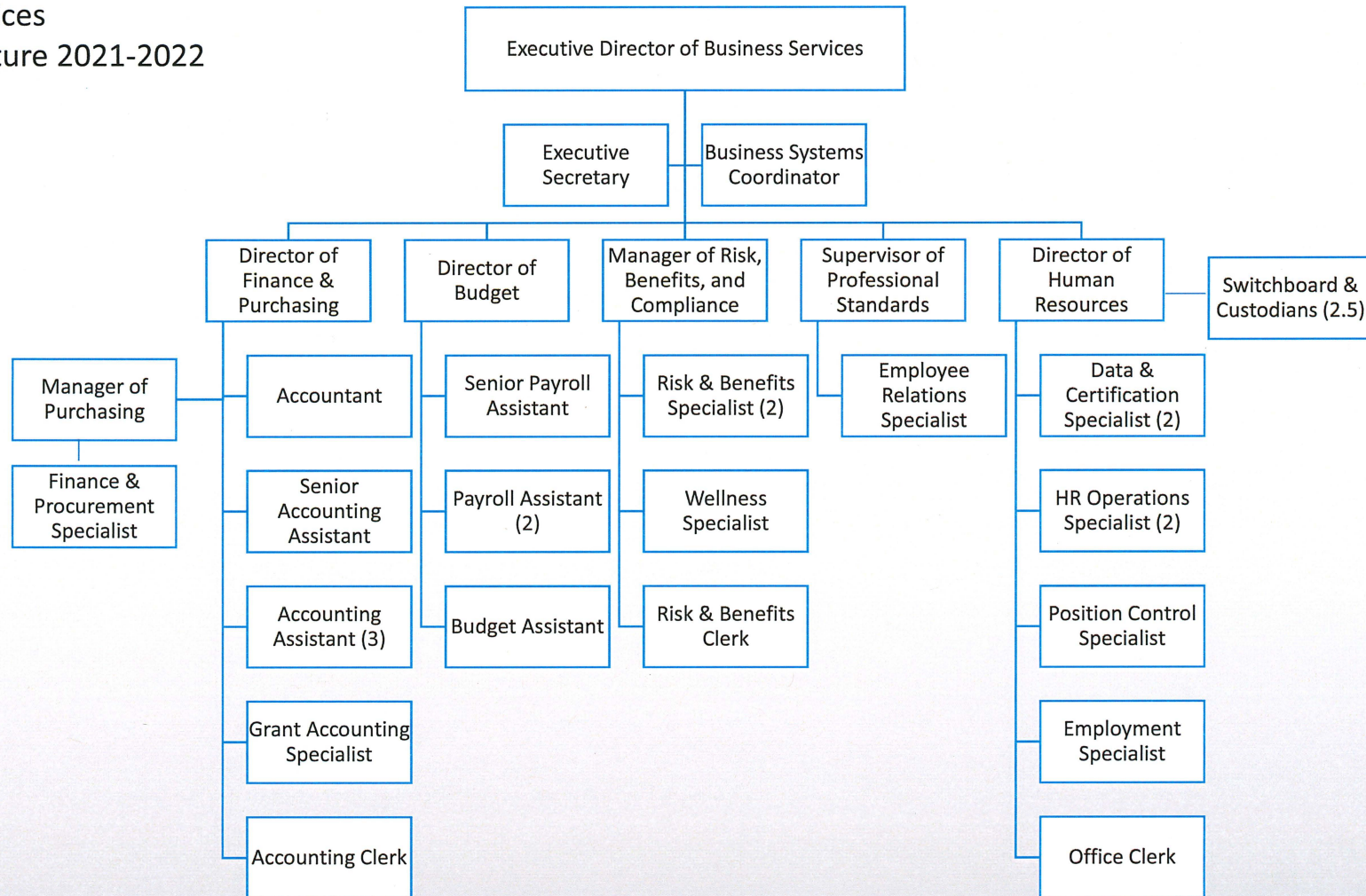
- 2024-2025

- Change Director of Budget position to Director of Finance & Budget
- Upgrade Director of Finance position to Chief Financial Officer

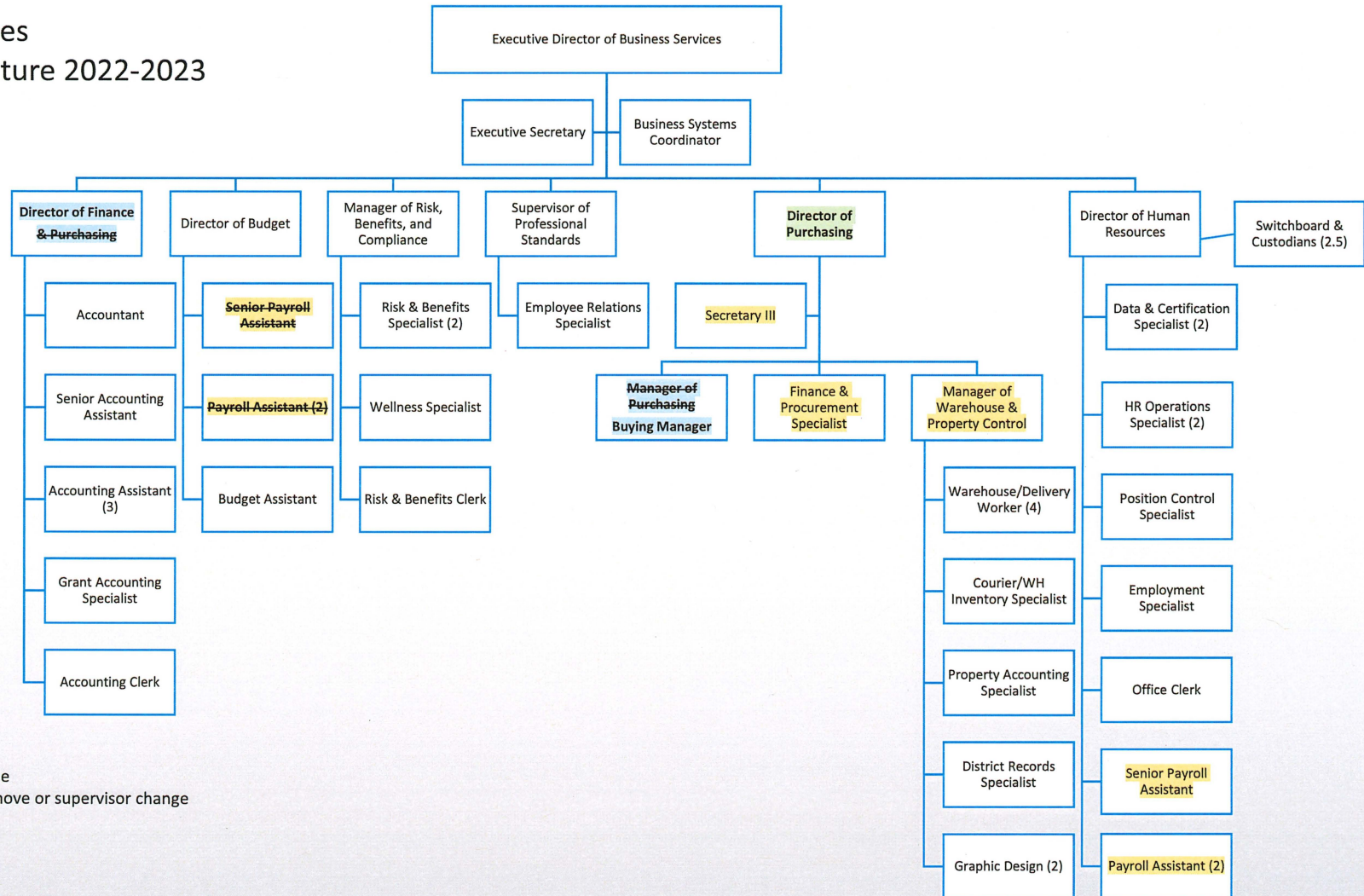
Effective July 1, 2025

- Business Systems Coordinator will move to Human Resources Department
- Chief Financial Officer and Executive Secretary will report to Assistant Superintendent of Business & Support Operations
- Executive Director of Business Services position requirements will be revised (upon retirement of employee in 2024) to require/prefer law degree

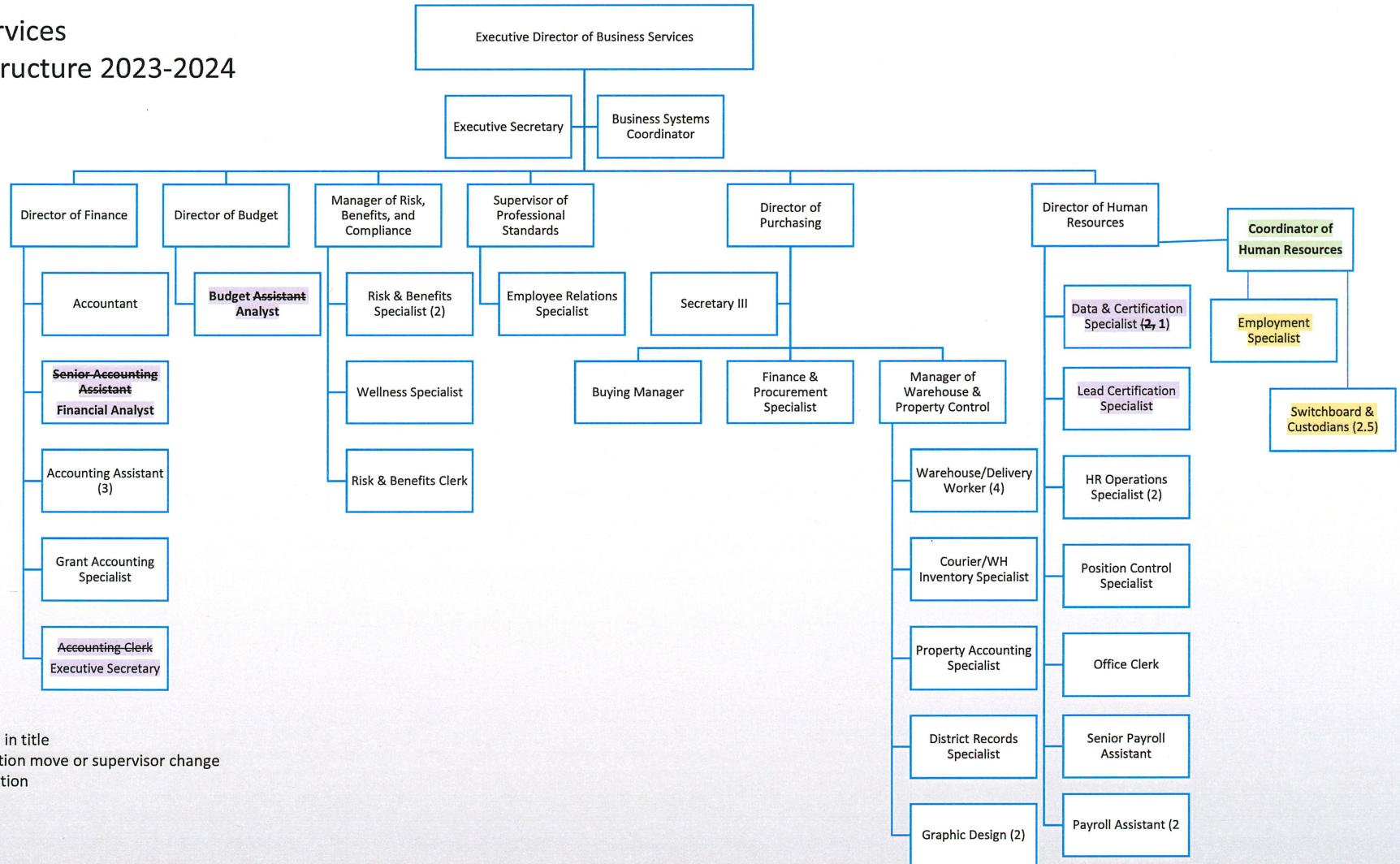
Business Services
Current Structure 2021-2022



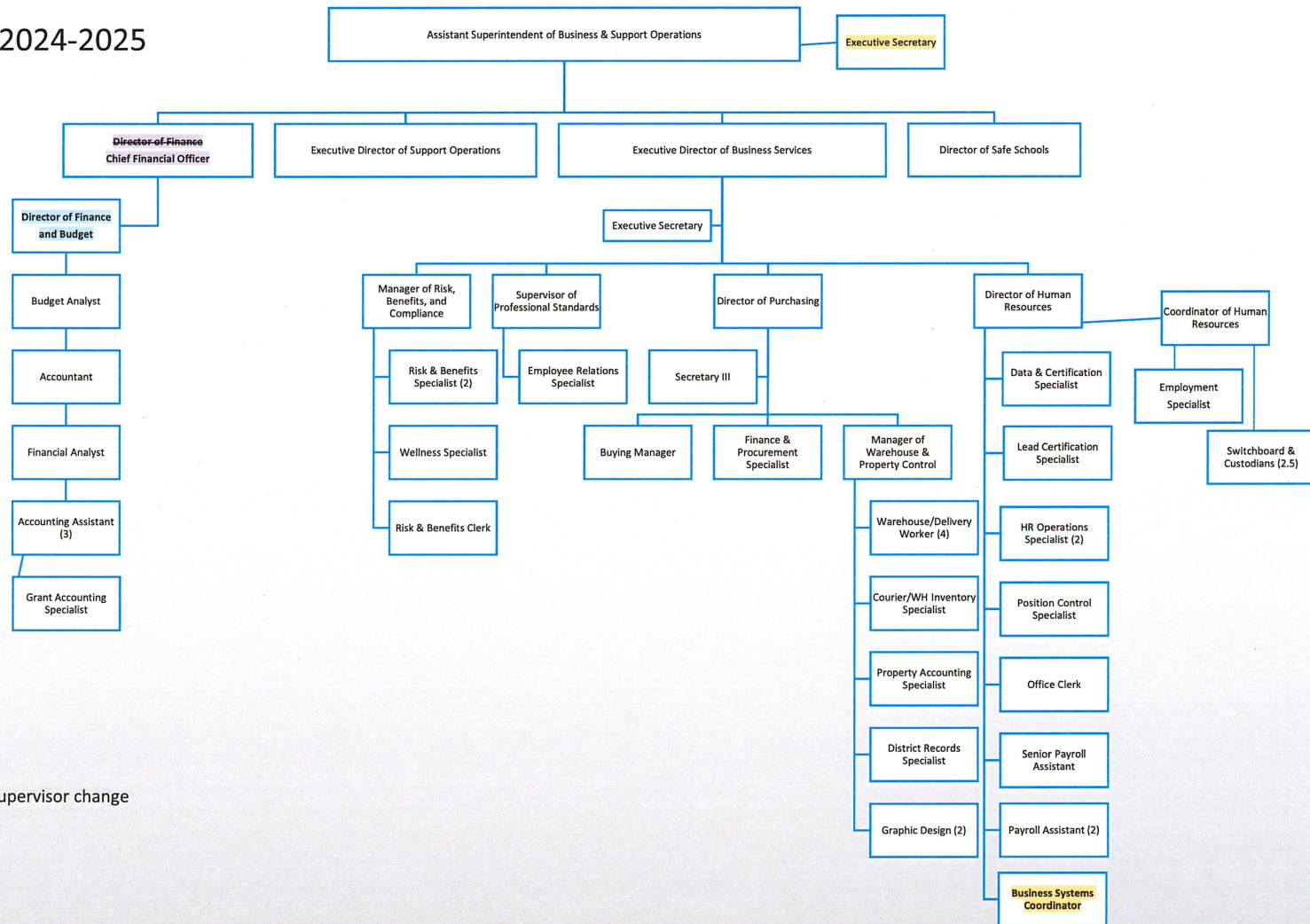
Business Services Proposed Structure 2022-2023



Business Services Proposed Structure 2023-2024

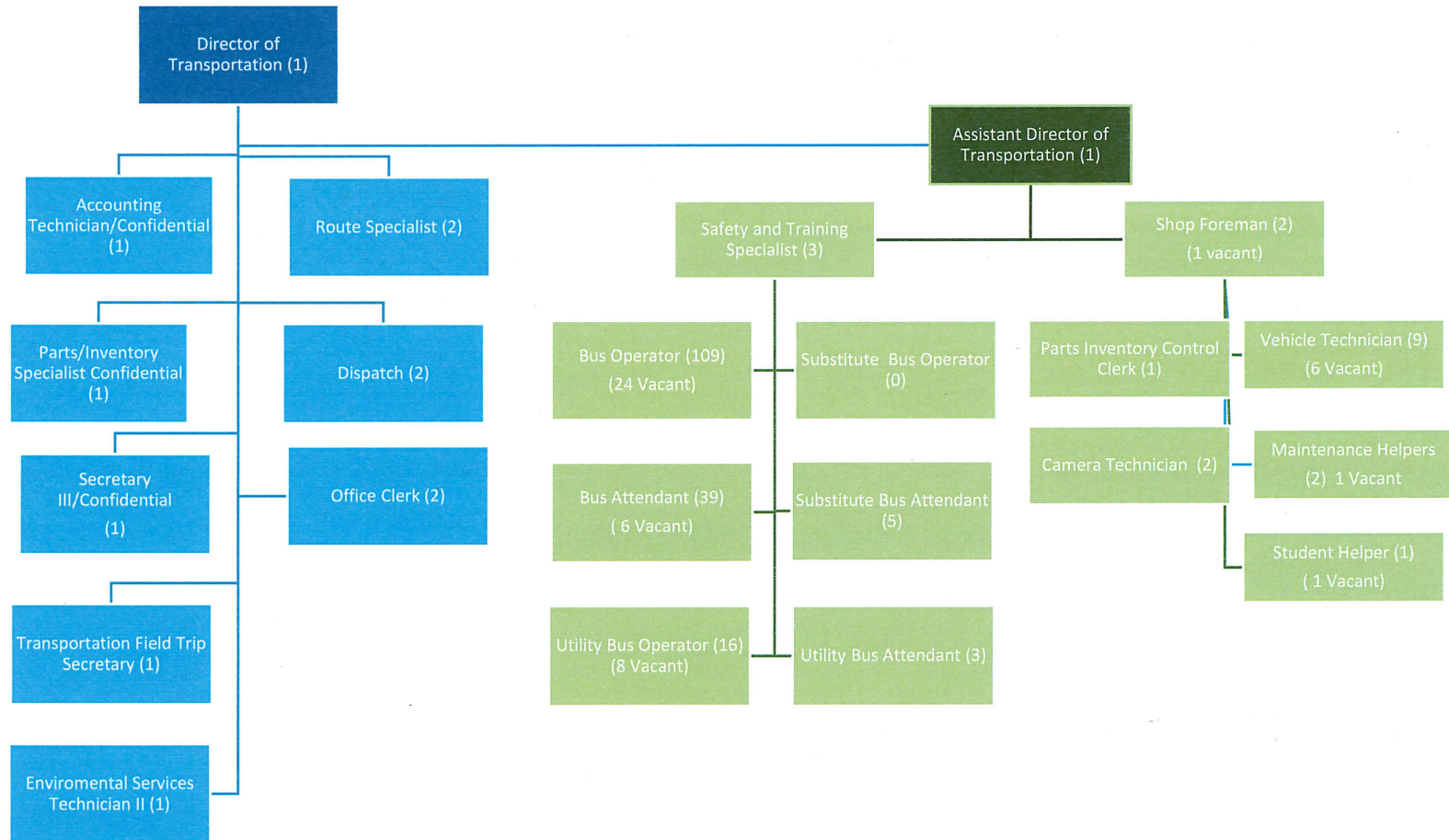


Business Services Proposed Structure 2024-2025

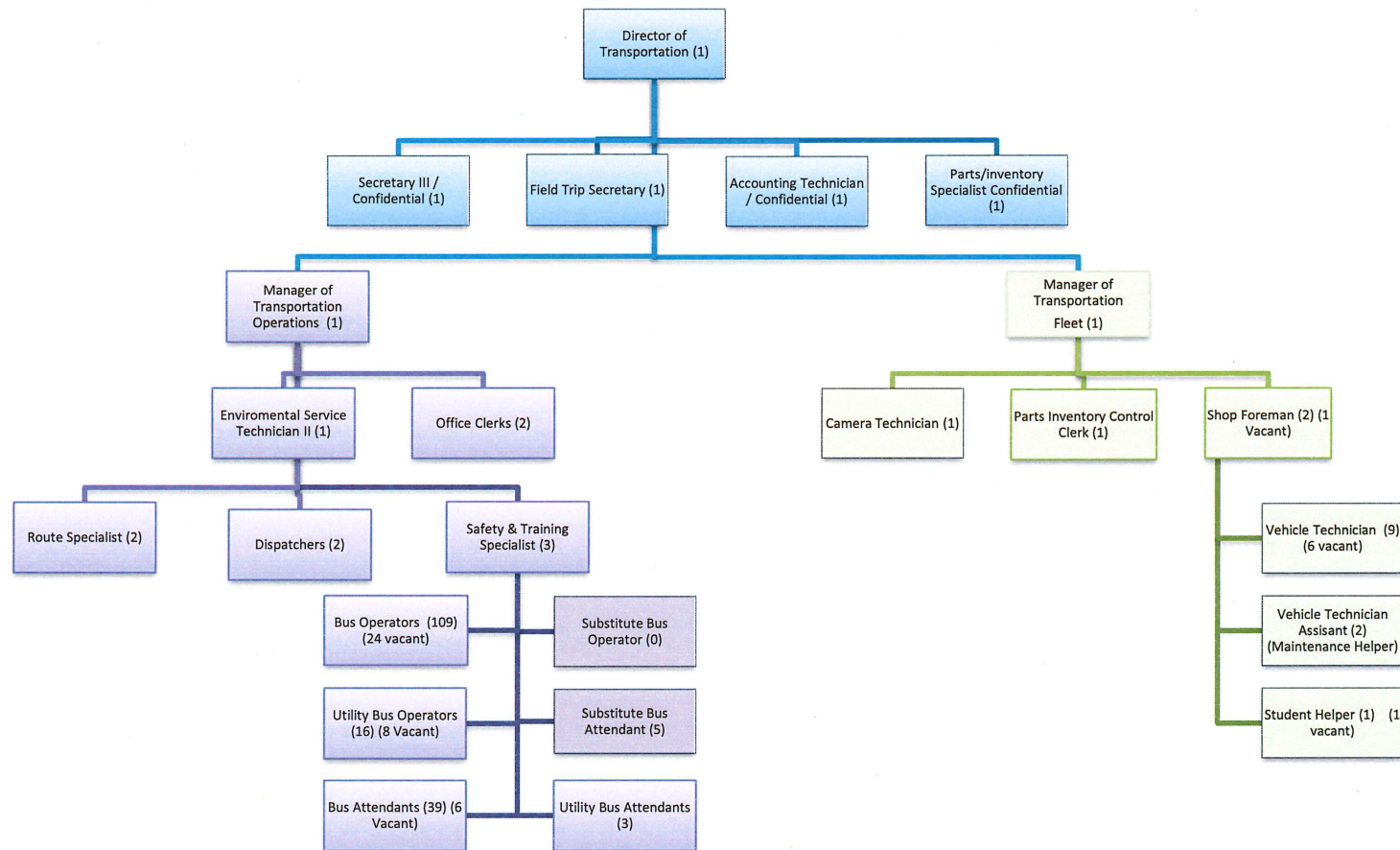


Blue = no cost change in title
 Yellow = no cost, location move or supervisor change
 Purple = upgrade position
 Green = new position

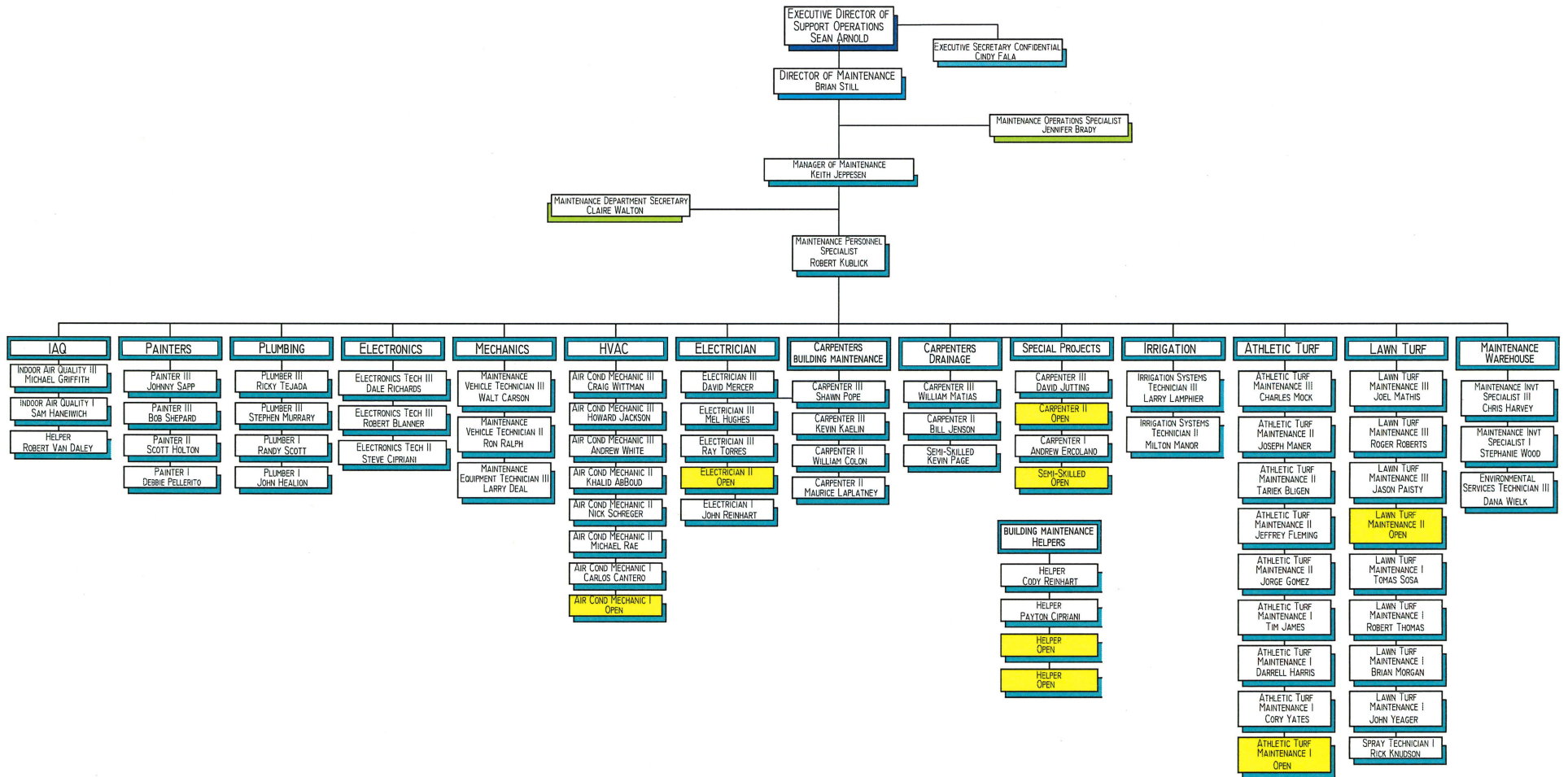
Transportation Department Organizational Chart - Current



PROPOSED HCSB Transportation Organization Chart



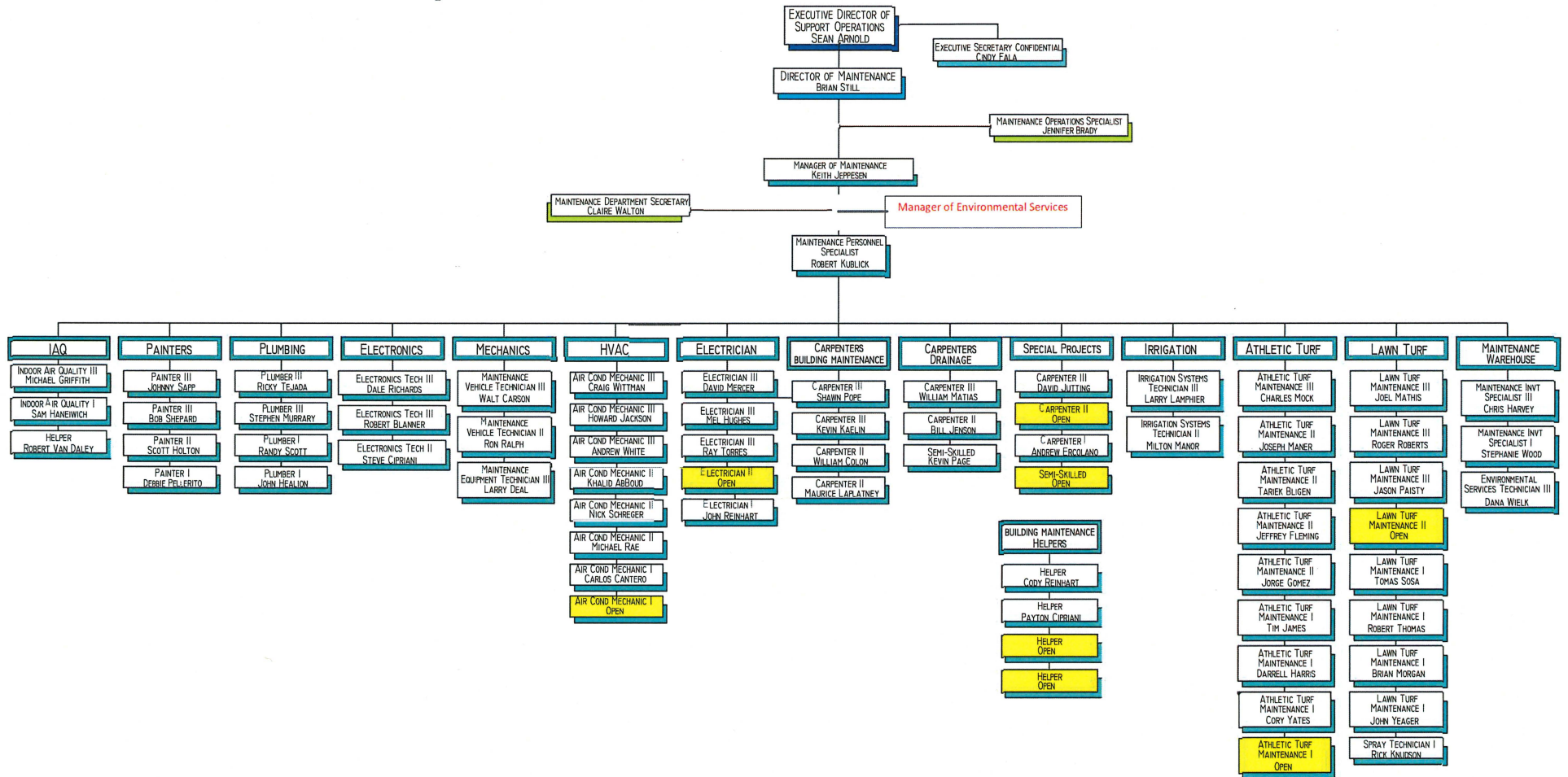
2021-2022 MAINTENANCE DEPARTMENT



UPDATED APRIL 19, 2022

Proposed

MAINTENANCE DEPARTMENT



UPDATED APRIL 19, 2022

Hernando County School Board
Florida

FLSA: Exempt, Non-Union

<u>DIRECTOR OF PURCHASING & WAREHOUSING</u>
--

Required Qualifications:

- Bachelor's Degree or higher in Business Management or related field from an accredited educational institution
- Minimum of five (5) years of experience involving purchasing and administration for a large organization, preferably a school district
- Considerable knowledge of computer operations and software applications (Microsoft Word, Excel, etc.)
- Previous supervisory experience
- Certified Purchasing Manager (CPM) or Certified Procurement Purchasing Officer (CPPO). May substitute certification as a Certified Professional Public Buyer (CPPB) with requirement to certify as a CPM or CPPO within two years or related certification
- Must possess a valid Florida driver's license

Desired Qualifications:

- Broad knowledge of Skyward Purchasing and Warehouse Management Software System
- Knowledge of Florida state statutes, Department of Education Administrative Rules, budgeting, cost accounting, contract management, contract negotiations, cost avoidance programs and current industry procurement standards
- Good organizational and computing skills
- Good interpersonal skills and the ability to maintain positive relationships and communicate effectively (both orally and written) with staff, district personnel and vendors

Performance Responsibilities:

-
- Serve as the district's Purchasing & Warehousing Director with responsibility for managing and coordinating purchasing and warehousing throughout the district, ensuring that the district will realize maximum value educationally and financially in securing supplies, materials, equipment and services
 - Direct, coordinate, and initiate purchases by competitive bidding and informal quotations, and negotiate for items of supply, equipment necessary for the operation of the district
 - Direct and prepare all bidding documents, including notice to bidders, specifications and proposal form
 - Tabulate proposed bids and make recommendations as to successful bidders when appropriate
 - Direct the monitoring of all purchase requisitions to determine correctness of information included on purchase orders

- Evaluate and implement methods and procedures for improving economy, efficiency and quality of operations and services related to purchasing, warehousing, print shop and District owned real and tangible property management
- Facilitate disposal of surplus assets by schools and departments
- Oversee the administration of record keeping for all District owned real and tangible property
- Prepare administrative reports and maintain referral files and records necessary for effective performance and appropriate documentation
- Assure accurate records of general fixed assets and financial statements are generated and maintained for the district and state auditors
- Monitor the budget for all services under the supervision of this unit
- Conduct workshops relating to purchasing procedures, quality control of items and availability of material with school-based and district-level staff
- Assist in the development of administrative guidelines and policies for assigned areas of responsibility
- Assist in the development, implementation and evaluation of staff development activities
- Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment action
- Prepare all required reports and maintain all appropriate records
- Assist in the preparation of the district's budget
- Responsible for adherence to Florida State Statutes, Department of Education Administrative Rules, School Board Policies and Procedures, as they relate to district purchasing expenditures
- Keep the Executive Director of Business Services abreast of all ongoing situations, programs, changes and practices in the areas of assigned responsibility
- Maintains confidentiality in all district matters
- Models ethical behavior and displays leadership qualities
- Perform other duties as assigned by the Executive Director of Business Services and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Executive Director of Business Services and/or designee

Evaluation:

Annual evaluation done by the Executive Director of Business Services and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Administrative

Job Code:

77622

Board Approved:

Hernando County School Board Florida

FLSA: Exempt, Non-Union

DIRECTOR OF PURCHASING & WAREHOUSING

Required Qualifications:

- Bachelor's Degree or higher in Business Management or related field from an accredited educational institution
- Minimum of five (5) years of experience involving purchasing and administration for a large organization, preferably a school district
- Considerable knowledge of computer operations and software applications (Microsoft Word, Excel, etc.)
- Previous supervisory experience
- Certified Purchasing Manager (CPM) or Certified Procurement Purchasing Officer (CPPO). May substitute certification as a Certified Professional Public Buyer (CPPB) with requirement to certify as a CPM or CPPO within two years or related certification
- Must possess a valid Florida driver's license

Desired Qualifications:

- Broad knowledge of Skyward Purchasing and Warehouse Management Software System
- Knowledge of Florida state statutes, Department of Education Administrative Rules, budgeting, cost accounting, contract management, contract negotiations, cost avoidance programs and current industry procurement standards
- Good organizational and computing skills
- Good interpersonal skills and the ability to maintain positive relationships and communicate effectively (both orally and written) with staff, district personnel and vendors

Performance Responsibilities:

- Serve as the district's Purchasing & Warehousing Director with responsibility for managing and coordinating purchasing and warehousing throughout the district, ensuring that the district will realize maximum value educationally and financially in securing supplies, materials, equipment and services
- Direct, coordinate, and initiate purchases by competitive bidding and informal quotations, and negotiate for items of supply, equipment necessary for the operation of the district
- Direct and prepare all bidding documents, including notice to bidders, specifications and proposal form
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- Prepare administrative reports and maintain referral files and records necessary for effective performance and appropriate documentation
- Assure accurate records of general fixed assets and financial statements are generated and maintained for the district and state auditors
- Monitor the budget for all services under the supervision of this unit
- Conduct workshops relating to purchasing procedures, quality control of items and availability of material with school-based and district-level staff
- Assist in the development of administrative guidelines and policies for assigned areas of responsibility
- Assist in the development, implementation and evaluation of staff development activities
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- Responsible for adherence to Florida State Statutes, Department of Education Administrative Rules, School Board Policies and Procedures, as they relate to district purchasing expenditures
- Keep the Executive Director of Business Services abreast of all ongoing situations, programs, changes and practices in the areas of assigned responsibility
- Maintains confidentiality in all district matters
- Models ethical behavior and displays leadership qualities
- Perform other duties as assigned by the Executive Director of Business Services and/or designee

Physical Demands:

Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Executive Director of Business Services and/or designee

Evaluation:

Annual evaluation done by the Executive Director of Business Services and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Administrative

Job Code:

77622

Board Approved:

Hernando County School
Board Florida

FLSA: Exempt, Non-Union

<u>BUYING MANAGER</u>

Required Qualifications:

- A.S./A.A. Degree with major studies in business, accounting or other related fields
- At least four (4) years of business experience directly related to purchasing and warehousing
- Considerable computer knowledge and proficiency involving operations and software (Microsoft, Excel, etc.)
- Working knowledge of purchasing related policies, procedures, materials management, Florida State Statutes and Department of Education Administrative Rules
- Working knowledge of purchasing source references and vendors for a wide variety of school related commodities and services as to their supply, cost and quality
- Working knowledge of storage and shipping requirements for a variety of materials, supplies and equipment
- Working knowledge of general purchasing related office procedures, practices and equipment
- Working knowledge of Red Book accounting procedures and expenditure accounts

Desired Qualifications:

- Nationally recognized certification such as a Certified Professional Public Buyer (CPPB)

Performance Responsibilities:

- Performs advanced, specialized duties involving purchasing activities necessary for the procurement of materials, supplies, equipment, services, and other accounting and inventory related responsibilities
- Working knowledge of administering state contract purchases, State Purchasing Agreements (SPA's), piggyback bid purchases
- Develop and write bid specifications for a wide variety of school related products and services and updates to bid specifications when needed
- Conduct bid openings, evaluations, tabulations, reviewing of bond compliance, compiling vendor submittals for board agendas for award
- Assists sites with purchasing vendor sources for equipment, textbooks, computer and furniture requests
- Conduct bid openings, evaluations, tabulations, reviewing of bond compliance, compiling vendor submittals for board agendas for award
- Assists in inventory related purchases, products and identifying stock
- Prepare life cycle analysis and value analysis on products prior to purchase
- Prepare quotations when necessary
- Assists in developing and monitoring purchasing budget
- Maintain a network of peer contacts through professional organizations

- Submit recommendations for new/revised policies and programs to the Director of Purchasing
- Responsibility for monitoring and processing online electronic purchase requisitions for correctness, allowable purchases, alternate vendor sources for cost savings and/or availability from a district bid or another governmental agency contract
- Serve as District VISA® Purchasing Card program administrator
- Confers with vendors and attends product demonstrations and meetings as required
- Assists in training of departmental staff on internal purchasing procedures, as well as district policy and procedures and state statutes
- Supervise assigned personnel
- Perform other duties as assigned by the Director of Purchasing 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 Purchasing and/or designee

Evaluation:

Annual evaluation done by the Director of Purchasing and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category E

Job Code:

77637

Board Approved:

Revised:

**Hernando County School Board
Florida**

FLSA: Exempt, Non-Union

BUYING MANAGER

Required Qualifications:

- A.S./A.A. Degree with major studies in business, accounting or other related fields
- At least four (4) years of business experience directly related to purchasing and warehousing
- Considerable computer knowledge and proficiency involving operations and software (Microsoft, Excel, etc.)
- Working knowledge of purchasing related policies, procedures, materials management, Florida State Statutes and Department of Education Administrative Rules
- Working knowledge of purchasing source references and vendors for a wide variety of school related commodities and services as to their supply, cost and quality
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- Confers with vendors and attends product demonstrations and meetings as required
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- Perform other duties as assigned by the Director of Purchasing 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 Purchasing and/or designee

Evaluation:

Annual evaluation done by the Director of Purchasing and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category E

Job Code:

77637

Board Approved:
Revised:

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Union

CAMERA TECHNICIAN

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Must possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements
- Medical Examination Report for Commercial Driver Fitness Determination
- Ability to operate and repair audio/video equipment
- Ability to follow written or verbal instructions and directions without supervision
- Ability to work alone or as part of a team
- Ability to operate computer hardware and software

Desired Qualifications:

- Ability to operate and repair communications equipment

Performance Responsibilities:

- Obtain video/audio information from the various systems installed on the District's bus fleet
- Develop a maintenance schedule for all video equipment
- Repair bus video systems to include cameras, VCR, and related equipment
- Ascertain reparability of bus video system components
- Maintain video equipment in accordance with manufacturer recommendations
- Operate and maintain appropriate diagnostic equipment
- Maintain the adjustments of all bus video systems in manner that ensures accurate documentation of students movements within a bus (including, but not limited to ,camera aim, camera focus and date/time stamps)
- Maintain appropriate property asset records
- Maintain appropriate security for systems waiting action (installation, repair, disposal)
- Communicate with vendors in the acquisition of parts, service, warranty and technical assistance
- Maintain confidentiality related to information obtained from video
- Archive videos to meet retention laws
- Perform other duties as assigned by the Shop Foreman, Assistant Director of Transportation and/or designee

Physical Demands:

Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Shop Foreman and/or designee

Evaluation:

Annual evaluation done by the Shop Foreman, Assistant Director of Transportation and/or designee

Terms of Employment:

| ~~11 or~~ 12-month employment

Salary:

Salary based upon approved salary schedule – Noninstructional Level M

Job Code:

78034

Board Approved: 11/15/11

Revised: 05/01/12, 06/10/14, 7/6/2015

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Union

CAMERA TECHNICIAN

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Must possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements
- Medical Examination Report for Commercial Driver Fitness Determination
- Ability to operate and repair audio/video equipment
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- Maintain the adjustments of all bus video systems in manner that ensures accurate documentation of students movements within a bus (including, but not limited to ,camera aim, camera focus and date/time stamps)
- Maintain appropriate property asset records
- Maintain appropriate security for systems waiting action (installation, repair, disposal)
- Communicate with vendors in the acquisition of parts, service, warranty and technical assistance
- Maintain confidentiality related to information obtained from video
- Archive videos to meet retention laws
- Perform other duties as assigned by the Shop Foreman, Assistant Director of Transportation and/or designee

Physical Demands:

Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Shop Foreman and/or designee

Evaluation:

Annual evaluation done by the Shop Foreman, Assistant Director of Transportation and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule – Noninstructional Level M

Job Code:

78034

Board Approved: 11/15/11

Revised: 05/01/12, 06/10/14, 7/6/2015

**Hernando County School Board
Florida**

FLSA: Exempt, Non-Union

**~~COORDINATOR~~ ~~COORDINATOR AND COMPLIANCE MONITOR OF MENTAL~~
~~HEALTH SERVICES AND THREAT ASSESSMENTS~~**

Required Qualifications:

- Master's degree in Social Work, Guidance, Educational Leadership or related Health Services
- Minimum of three (3) years of experience in Social Work, Guidance, School Administration or Health Services
- Knowledge of Federal, State and District initiatives, policies, and procedures for providing services to students in the area of Mental Health Threat Assessment
- Ability and desire to work with all school personnel
- Ability to provide guidance for school staff
- Skill in handling constituents' problems, concerns, and emotional distress with sensitivity and tact

Performance Responsibilities:

- Responsible for collecting and reporting data regarding the following: number of students screened/assessed who receive threat assessment, number of students referred for internal mental health services with the School Social Workers, and number of students referred to an outside mental health provider by threat level, age, grade, gender, SWD status
- ~~Responsible for maintaining a confidential database identifying mental health providers, with credentials, employed by the district~~
- ~~Responsible for maintaining records of the number and credentials of mental health providers contracted by the district~~
- ~~Responsible for providing monitoring the provision of direct services to students in need of mental health support~~
- ~~Coordinate Monitor the coordination of such services with a student's primary care provider and the student's other mental health providers~~
- Participate and assist with organization ~~on of~~ the district Threat Assessment Team
- Monitor documentation of school-based Threat Assessment Team Meetings and the provision of identified services for student who received behavioral threat assessments
- Provide training for all members of school based threat assessment teams
- Collaborate with schools and community partners in establishing mental health services for students with threat assessments and/or safety plans
- Conduct and/or review mental health assessments in conjunction with the threat assessment process.
- Develops, promotes, evaluates and communicates on a regular basis, progress toward student mental health development on safety and intervention plans for all students who receive very serious substantive threats.
- Ensure timely transfer of files when a student with a threat assessment changes schools.
- Conduct person-person debrief for principal or designee on each very serious substantive threat upon their transition into a new school
- ~~Collaborates with schools and community partners in establishing and expanding mental health~~

~~services~~ Provide awareness training in threat assessment process for guardian and community groups

- Assist in providing Youth Mental Health Awareness Training when needed
- ~~Develops and maintains partnerships with social work related community organizations~~
- ~~Facilitates the execution of contracts with community agencies and organizations~~
- Consults with staff regarding individual case situations when appropriate
- Conduct interviews for staff in need of threat or suicide risk assessment
- Recommend/assist with follow-up for staff in need of threat or suicide risk assessment
- Develops and executes department policies and procedures related to threat assessment
- Sustain focus and attention to detail
- Perform other duties as assigned by the Director of Safe Schools 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 Safe Schools and /or designee

Evaluation:

Annual evaluation done by the Director of Safe Schools and/or designee

Terms of Employment:

12-month employee

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category F

Job Code:

72008

Board Approved: 07/24/18

~~Coordinator~~ ~~Monitor~~ of Mental Health
and Threat Assessment Services

**Hernando County School Board
Florida**

FLSA: Exempt, Non-Union

COORDINATOR AND COMPLIANCE MONITOR OF THREAT ASSESSMENTS

Required Qualifications:

- Master's degree in Social Work, Guidance, Educational Leadership or related Health Services
- Minimum of three (3) years of experience in Social Work, Guidance, School Administration or Health Services
- Knowledge of Federal, State and District initiatives, policies, and procedures for providing services to students in the area of Threat Assessment
- Ability and desire to work with all school personnel
- Ability to provide guidance for school staff
- Skill in handling constituents' problems, concerns, and emotional distress with sensitivity and tact

Performance Responsibilities:

- Responsible for collecting and reporting data regarding the following: number of students who receive threat assessment, by threat level, age, grade, gender, SWD status
- Participate and assist with organization of the district Threat Assessment Team
- Monitor documentation of school-based Threat Assessment Team Meetings and the provision of identified services for student who received behavioral threat assessments
- Provide training for all members of school based threat assessment teams
- Collaborate with schools and community partners in establishing mental health services for students with threat assessments and/or safety plans
- Conduct and/or review mental health assessments in conjunction with the threat assessment process.
- Develop, promote, evaluate and communicate on a regular basis, progress on safety and intervention plans for all students who receive very serious substantive threats.
- Ensure timely transfer of files when a student with a threat assessment changes schools.
- Conduct person-person debrief for principal or designee on each very serious substantive threat upon their transition into a new school
- Provide awareness training in threat assessment process for guardian and community groups
- Assist in providing Youth Mental Health Awareness Training when needed
- Consults with staff regarding individual case situations when appropriate
- Conduct interviews for staff in need of threat or suicide risk assessment
- Recommend/assist with follow-up for staff in need of threat or suicide risk assessment
- Develop and execute department policies and procedures related to threat assessment
- Sustain focus and attention to detail
- Perform other duties as assigned by the Director of Safe Schools 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 Safe Schools and /or designee

Evaluation:

Annual evaluation done by the Director of Safe Schools and/or designee

Terms of Employment:

12-month employee

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category F

Job Code:

72008

Board Approved: 07/24/18

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Union

TRANSPORTATION PARTS/INVENTORY CONTROL CLERK

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Two (2) years of experience in accounting, property and/or inventory control or equivalent
- Working knowledge of bar coding programs
- Considerable knowledge of office practices and procedures
- Familiarity with automated inventory control systems
- Ability to demonstrate responsibility and independent judgment without direct supervision
- ~~Must possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements~~
- ~~Medical Examination Report for Commercial Driver Fitness Determination~~

Desired Qualifications:

- Familiarity with automotive and heavy duty truck parts
- Possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements
- Pass a Medical Examination Report for Commercial Driver Fitness Determination
-

Performance Responsibilities:

- Receive parts and supplies ordered
- Verify purchase order amounts
- Ensure proper parts and supplies were delivered
- Perform monthly inventory spot checks
- Investigate discrepancies noted during inventory spot check
- Monitor inventory levels in order to maintain just-in-time inventory
- Assist in maintaining transportation database for parts inventory
- Disburse parts to mechanics as needed
- ~~Assist-Monitor in~~ warranty claims
- Schedule outside vendor work as assigned
- Assist in annual parts inventory conducted by the State Auditor
- Maintain a clean and safe work environment
- Work closely with mechanics in obtaining parts
- Label parts and containers with in-house codes/part numbers and bar coding
- Drive ~~district~~-District vehicle to obtain parts from the vendor, when needed
- Operate fork-lift as needed
- Enter parts used by mechanics into the work order program

- Transport student (less than 15)
- Act as liaison between vendors and other ~~district~~ District personnel
- Assist in preparing reorder reports
- Maintain inventory spot check verification report
- Prepare, maintain and review tire inventory report
- Perform other duties as assigned by the Shop Foreman, the Assistant Director of Transportation and/or designee

Physical Demands:

Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently, and/or up to 20 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Shop Foreman and/or designee

Evaluation:

Annual evaluation done by Shop Foreman and/or administrative designee

Terms of Employment:

~~11~~ 12 month employment

Salary:

Salary based upon approved salary schedule – Non-instructional Level M

Job Code:

78027

Board Approved: 10/18/05

Revised: 06/20/06, 01/20/09, 05/17/11, 11/15/11, 05/01/12, 06/10/14, 7/6/2015, 00/00/00

Transportation Parts/Inventory Control Clerk

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Union

TRANSPORTATION PARTS/INVENTORY CONTROL CLERK

Required Qualifications:

- High school diploma or General Education Diploma (GED)
- Two (2) years of experience in accounting, property and/or inventory control or equivalent
- Working knowledge of bar coding programs
- Considerable knowledge of office practices and procedures
- Familiarity with automated inventory control systems
- Ability to demonstrate responsibility and independent judgment without direct supervision

Desired Qualifications:

- Familiarity with automotive and heavy duty truck parts
- Possess a valid Class A or B Commercial Driver's License (CDL) with Passenger and School Bus endorsements
- Pass a Medical Examination Report for Commercial Driver Fitness Determination

Performance Responsibilities:

- Receive parts and supplies ordered
- Verify purchase order amounts
- Ensure proper parts and supplies were delivered
- Perform monthly inventory spot checks
- Investigate discrepancies noted during inventory spot check
- Monitor inventory levels in order to maintain just-in-time inventory
- Assist in maintaining transportation database for parts inventory
- Disburse parts to mechanics as needed
- Monitor warranty claims
- Schedule outside vendor work as assigned
- Assist in annual parts inventory conducted by the State Auditor
- Maintain a clean and safe work environment
- Work closely with mechanics in obtaining parts
- Label parts and containers with in-house codes/part numbers and bar coding
- Drive District vehicle to obtain parts from the vendor, when needed
- Operate forklift as needed
- Enter parts used by mechanics into the work order program
- Transport student (less than 15)
- Act as liaison between vendors and other District personnel
- Assist in preparing reorder reports
- Maintain inventory spot check verification report

- Prepare, maintain and review tire inventory report
- Perform other duties as assigned by the Shop Foreman, the Assistant Director of Transportation and/or designee

Physical Demands:

Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently and/or up to 20 pounds of force regularly or as needed to move objects

Reports to:

Reports directly to the Shop Foreman and/or designee

Evaluation:

Annual evaluation done by Shop Foreman and/or administrative designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule – Non-instructional Level M

Job Code:

78027

Board Approved: 10/18/05

Revised: 06/20/06, 01/20/09, 05/17/11, 11/15/11, 05/01/12, 06/10/14, 7/6/2015, 00/00/00

Academic Services Reorg

22-23 Summary of Changes

- Revise job title Coordinator of Program Evaluation to **Supervisor of Data Informed Supports**
- Adjust funding for Supervisor of Data Informed Supports position from 80% Title I, Part A, 20% General Fund to 100% General Fund
 - Note: this position will supervise the ESSA Specialists
- **Add new position:** Executive Secretary for Executive Director of Student Support Services
- Revise job title from Supervisor of Elementary Curriculum to **Director of Elementary Curriculum**
- Revise job title from Supervisor Secondary Curriculum to **Director of Secondary Curriculum**
- Revise job title from Coordinator of ESE to **Supervisor of ESE**
- **Add new position:** Supervisor of Literacy Interventions and Elementary Academic Programs
 - Note: This person will be overseeing the media specialists at the district, the Early Learning Specialist and the Coordinator of MTSS

23-24 Summary of Changes

- **Add new position:** Supervisor of State Reporting
 - Note: Coordinator of Student Data Quality Reporting and staff will be supervised by the Supervisor of State Reporting. That Supervisor and staff will report to the Director of TIS.
- Adjust funding for Teacher on Special Assignment for ESSA from 100% Title I Part A, to 90% Title I Part A and 10% General Fund in order to work with non-Title I schools

Academic Services Proposed Reorganization 2022-23

		Current		Proposed		Salary difference including benefits and fringes
Current Position	Proposed Position	Salary	Salary, Benefits and Fringes	Salary	Salary, Benefits and Fringes	
Coordinator of Program Evaluation	Supervisor of Data Informed Supports	\$13,269.59	\$17,351.76	\$72,310.00	\$93,958.56	\$76,606.80
NA	Executive Secretary	\$0.00	\$0.00	\$32,768.40	\$46,208.12	\$46,208.12
Supervisor of Elementary Programs	Director of Elementary Programs	\$73,786.83	\$95,741.98	\$89,360.50	\$114,548.74	\$18,806.76
Supervisor of Secondary Programs	Director of Secondary Programs	\$72,962.85	\$94,746.94	\$89,360.50	\$114,548.74	\$19,801.80
Coordinator of ESE	Supervisor of ESE	\$68,086.96	\$88,858.81	\$73,305.60	\$95,160.84	\$6,302.03
NA	Supervisor of Literacy Intervention Programs and Elementary Academic Programs	\$0.00	\$0.00	\$72,310.00	\$99,958.56	\$99,958.56
Executive Secretary salary calculated at year 10 with a degree.						
Director salary calculated based on the average of the salary range.						
Fringes calculated at 20.76% plus \$6637 for benefits.						
Total Cost of Proposed Change						\$267,684.07

Academic Services Proposed Reorganization 2023-24

		Current		Proposed		Salary difference including benefits and fringes
Current Position	Proposed Position	Salary	Salary, Benefits and Fringes	Salary	Salary, Benefits and Fringes	
	Supervisor of State Reporting	\$0.00	\$0.00	\$78,285.60	\$101,174.69	\$101,174.69
Teacher on Special Assignment ESSA Title I	Teacher on Special Assignment ESSA 10%	\$0.00	\$0.00	\$5,710.00	\$7,559.10	\$7,559.10
Teacher on Special Assignment ESSA Title I	Teacher on Special Assignment ESSA 10%	\$0.00	\$0.00	\$5,355.00	\$7,130.40	\$7,130.40
Supervisor salary calculated at year 10.						
Fringes calculated at 20.76% plus \$6637 for benefits.						
Total Cost of Proposed Change						\$115,864.19

**22-23 Division of
Teaching and**

Gina Michalicka
Assistant Superintendent of Teaching and Learning

Gloria Jedinak
Executive Secretary

Tracy Ketchum
T & L Bookkeeper

Michelle Barash
Director of Elementary
Curriculum

TBA
Supervisor of Literacy,
Intervention and
Elementary Academic

John Morris
Director of Secondary
Curriculum

Beth Lastra
Supervisor of College
and Career Programs

Sophia Watson
Director of Adult &
Technical Education

TBA
Supervisor of
Instructional Technology

Linda Peirce
Supervisor of Assessment
and Accountability

Sonsee Sanders
Supervisor of Data
Informed Supports

Jodi Grinnen - Secretary

Kristal Rickard-Barnes
TBA
Michelle Rittenberry
Diane Welch
Elementary Reading Coaches

TBA
5 Media Specialists

Carrie DeNote K-5
Elizabeth Abel K-5
Andrew Johnson 6-8
Stephany Syblis 6-8

Math Coaches

Danyl Williams K-8
Melissa Wilkerson 5-12
TBA 5-12
College & Career
Specialists

Kara Trowell
Programs Manager

Lisa Guerin
Mathematics
Specialist 9-12

Nicole Blair
Staff Assistant

Martha Ann Zopf
Middle School Reading
Coach

Carrie Labarge
Early Learning Specialist

Kerri Littlefield
Coordinator of MTSS

Erin Brownell
STEM 6-8

Maria McNeil
Katie Viola
Computer Lab Mgrs

Tiffany Howard
High School Reading Coach

TBA
Reading Coach

Ruth Markham
Elementary STEM Coach

Cheryl Paradis
SCEC Administrator

Nicola Barlow
Manager of Career
Enhancement

Danielle Ford
Secretary

TBA
Bookkeeper

Alexis Muniz-Coleman
Data Entry

Catherine Coker
Financial Aid Coordinator

Aisha Bligen
Workforce Devp Specialist

Miriam Gomez
Doris Tejada
Jackie Torres
Adult Literacy Specialists

Wendy Beard
Coordinator of Pathway
Success Academy

38 instructional positions

TBA
Instructional Tech

TBA
Instructional Tech

TBA
Instructional Tech

Jessie Jones
Assessment Assistant

Michele DiLuzio
Data Quality & Integrity
Specialist

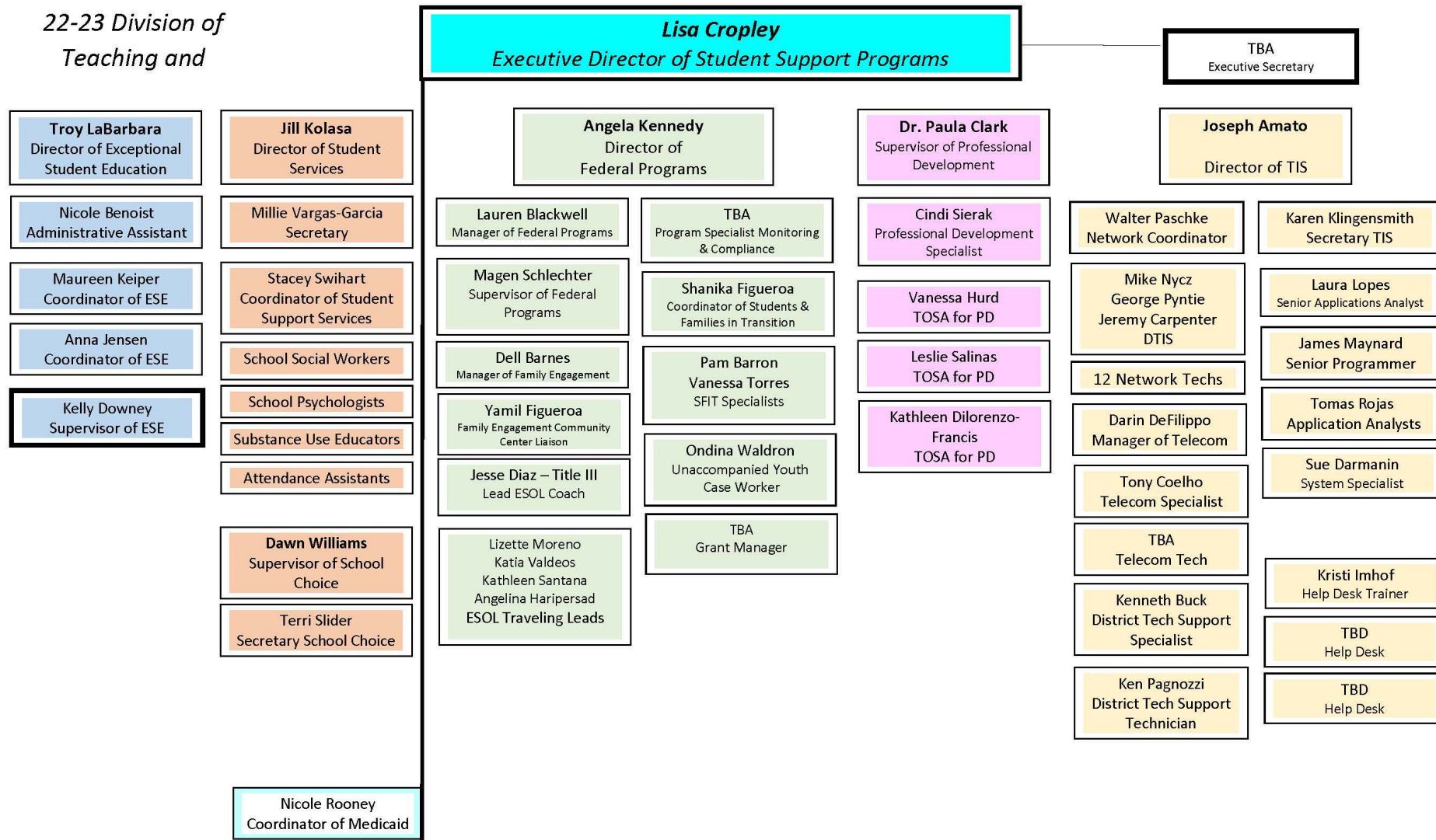
Donna Reilly
Coordinator of Student Data
Quality Reporting

Rachel Bartilucci
LoisAnn Galarneau
Rhonda Jewell
Data Quality Assistant

Michelle Barnes
Darla Croft
ESSA Specialists

Principals

22-23 Division of
Teaching and

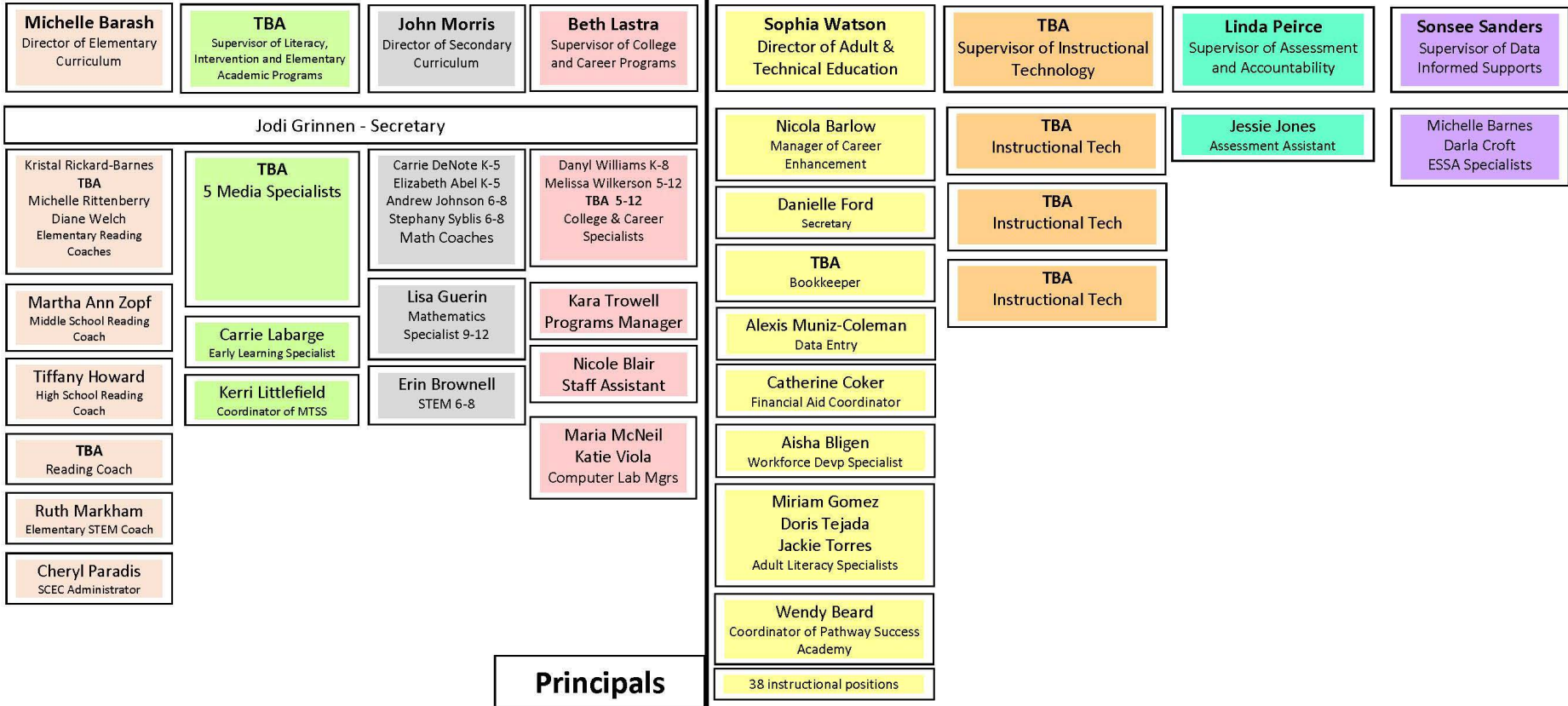


**23-24 Division of
Teaching and**

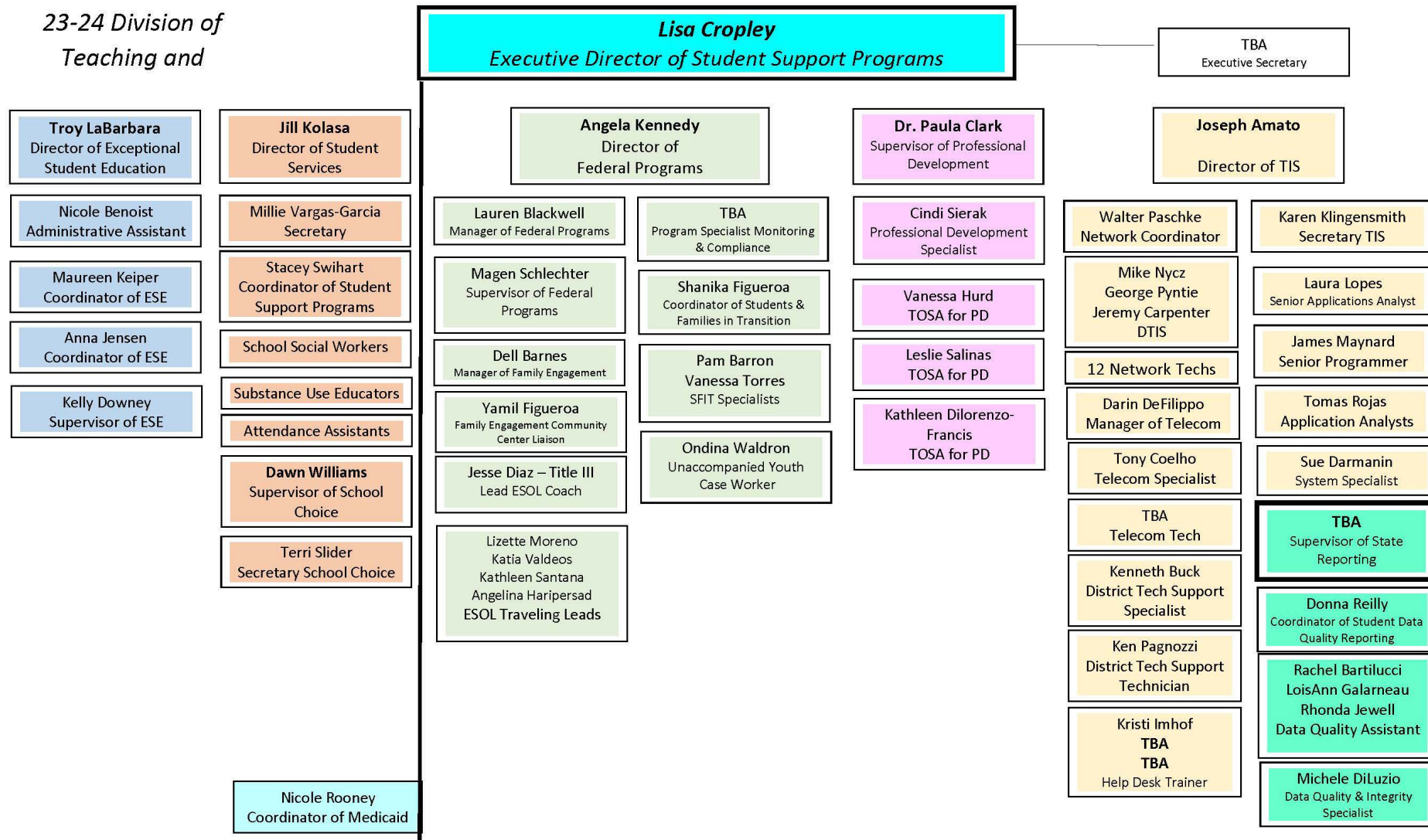
Gina Michalicka
Assistant Superintendent of Teaching and Learning

Gloria Jedinak
Executive Secretary

Tracy Ketchum
T & L Bookkeeper



**23-24 Division of
Teaching and**



Hernando County School Board Florida

FLSA: Exempt, Non-Union

SUPERVISOR DIRECTOR OF ELEMENTARY PROGRAMS

Required Qualifications:

- Master's Degree
- Certification in Educational Leadership
- At least six (6) years of successful teaching or administrative experience at the elementary level
- Experience in curriculum leadership
- Ability to collaboratively work with schools to improve student performance
- Ability to interpret standardized test results
- Must possess a valid Florida driver's license

Performance Responsibilities:

- Plan, implement, supervise and evaluate all PreK-5 instructional activities as approved by the School Board and the Superintendent of schools
- Provide assistance to school staff and administrators to improve instructional approaches and techniques
- Recommend, monitor, supervise, evaluate and revise instructional programs
- Monitor test results and provide assistance to improve student performance
- Analyze data to evaluate programs
- Assist with implementation of innovative practices
- Organize and implement professional development programs that relate to curriculum
- Work with the Professional Development Department to align curriculum and professional development activities with district, state and national initiatives
- Work with ~~Supervisor~~ Director of Secondary Programs to develop short-term goals and a long-range K- 12 curriculum articulation plan
- Report necessary data and mandated reports to the Superintendent of Schools, the School Board and the Department of Education
- Assist with the selection of instructional materials and equipment
- Direct the coordination and evaluation of instructional materials selection, curriculum fairs and academic tournaments
- Maintain access to current professional development literature, professional organizations and workshops related to best practices and disseminate information to other departments, school-based administrators and teachers
- Supervise Reading Coaches
- ~~Supervise~~ **Supervise Elementary Science Coach**
- Provide direct supports to District and school staff in developing, implementing, monitoring, evaluating and revising, as needed, annual School Improvement Plans (SIPs) for all schools
- Facilitate ongoing data and instructional reviews ~~at assigned schools~~
- Keep the Assistant Superintendent of Teaching and Learning and Superintendent of Schools abreast of all ongoing situations, programs, changes and practices in the areas of assigned responsibility

- Sustain focus and attention to detail
- Perform other duties as assigned by the Assistant Superintendent of Teaching and Learning 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 Assistant Superintendent of Teaching and Learning, as assigned, and/or designee

Evaluation:

Annual evaluation done by the Assistant Superintendent of Teaching and Learning, as assigned, and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - ~~Professional/Technical/Supervisory Category G~~
Administrative

Job Code:

63010

Board Approved: 05/20/97

Revised: 01/02, 05/06/08, 01/20/09, 03/03/09, 07/28/09, 05/17/11, 09/06/11, 06/05/12, 06/10/14, 7/6/2015, 06/25/19

Supervisor of Elementary Programs

Hernando County School Board Florida

FLSA: Exempt, Non-Union

DIRECTOR OF ELEMENTARY PROGRAMS

Required Qualifications:

- Master's Degree
- Certification in Educational Leadership
- At least six (6) years of successful teaching or administrative experience at the elementary level
- Experience in curriculum leadership
- Ability to collaboratively work with schools to improve student performance
- Ability to interpret standardized test results
- Must possess a valid Florida driver's license

Performance Responsibilities:

- Plan, implement, supervise and evaluate all PreK-5 instructional activities as approved by the School Board and the Superintendent of schools
- Provide assistance to school staff and administrators to improve instructional approaches and techniques
- Recommend, monitor, supervise, evaluate and revise instructional programs
- Monitor test results and provide assistance to improve student performance
- Analyze data to evaluate programs
- Assist with implementation of innovative practices
- Organize and implement professional development programs that relate to curriculum
- Work with the Professional Development Department to align curriculum and professional development activities with district, state and national initiatives
- Work with Director of Secondary Programs to develop short-term goals and a long-range K- 12 curriculum articulation plan
- Report necessary data and mandated reports to the Superintendent of Schools, the School Board and the Department of Education
- Assist with the selection of instructional materials and equipment
- Direct the coordination and evaluation of instructional materials selection, curriculum fairs and academic tournaments
- Maintain access to current professional development literature, professional organizations and workshops related to best practices and disseminate information to other departments, school-based administrators and teachers
- Supervise Reading Coaches
- Supervise Elementary Science Coach
- Provide direct supports to District and school staff in developing, implementing, monitoring, evaluating and revising, as needed, annual School Improvement Plans (SIPs) for all schools
- Facilitate ongoing data and instructional reviews
- Keep the Assistant Superintendent of Teaching and Learning and Superintendent of Schools abreast of all ongoing situations, programs, changes and practices in the areas of assigned responsibility

- Sustain focus and attention to detail
- Perform other duties as assigned by the Assistant Superintendent of Teaching and Learning 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 Assistant Superintendent of Teaching and Learning, as assigned, and/or designee

Evaluation:

Annual evaluation done by the Assistant Superintendent of Teaching and Learning, as assigned, and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Administrative

Job Code:

63010

Board Approved: 05/20/97

Revised: 01/02, 05/06/08, 01/20/09, 03/03/09, 07/28/09, 05/17/11, 09/06/11, 06/05/12, 06/10/14, 7/6/2015, 06/25/19

Supervisor of Elementary Programs

Hernando County School Board Florida

FLSA: Exempt, Non-Union

~~SUPERVISOR~~ DIRECTOR OF SECONDARY PROGRAMS

Required Qualifications:

- Master's Degree
- Certification in Educational Leadership
- At least six (6) years of successful teaching or administrative experience at the middle/junior high school level
- Experience in curriculum leadership
- Ability to collaboratively work with schools to improve student performance
- Ability to interpret standardized test results
- Must possess a valid Florida driver's license

Performance Responsibilities:

- Plan, implement, supervise and evaluate all instructional activities for grades 6-8 12 as approved by the School Board and the Superintendent of Schools
- Provide assistance to school staff and administrators to improve instructional approaches and techniques
- Recommend, monitor, supervise, evaluate and revise instructional programs
- Monitor test results and provide assistance to improve student performance
- Analyze data to evaluate programs
- Assist with implementation of innovative practices
- Organize and implement professional development programs that relate to curriculum
- Work with the Professional Development Department to align curriculum and professional development activities with district, state and national initiatives
- Work with ~~Supervisor~~ Director of Elementary Programs to develop short-term goals and a long-range K- 12 curriculum articulation plan
- Report necessary data and mandated reports to the Superintendent of Schools, the School Board and the Department of Education
- Assist with the selection of instructional materials and equipment
- Direct the coordination and evaluation of instructional materials selection, curriculum fairs and academic tournaments
- Maintain access to current professional development literature, professional organizations and workshops related to best practices and disseminate information to other departments, school-based administrators and teachers
- Provide direct supports to District and school staff in developing, implementing, monitoring, evaluating, and revising, as needed, annual School Improvement Plans (SIPs) for all schools
- Facilitate ongoing data and instructional reviews at assigned schools
- Recommend and monitor practices to increase opportunities for students in Advanced Programs such as AP/IB/AICE courses
- Oversee High School Graduation requirements for grades 9-12
- Supervise Math Coaches K-12
- Supervise Science Coaches 6-12

- Oversee and facilitate the Student Pupil Progression Plan with the Elementary Director
- Provide assistance to school staff and administrators to implement best practices for Accelerated Math Courses K-12 opportunities

- Keep the Assistant Superintendent of Teaching and Learning and Superintendent of Schools abreast of all ongoing situations, programs, changes and practices in the areas of assigned responsibility
- Sustain focus and attention to detail
- Perform other duties as assigned by the Assistant Superintendent of Teaching and Learning 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 Assistant Superintendent of Teaching and Learning, as assigned, and/or designee

Evaluation:

Annual evaluation done by the Assistant Superintendent of Teaching and Learning, as assigned, and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - ~~Professional/Technical/Supervisory Category G - Administrative~~

Job Code:

63010

Board Approved: 05/06/08

Revised: 01/20/09, 03/03/09, 07/28/09, 05/17/11, 09/06/11, 06/05/12, 06/10/14, 7/6/2015, 06/25/19

Hernando County School Board Florida

FLSA: Exempt, Non-Union

DIRECTOR OF SECONDARY PROGRAMS

Required Qualifications:

- Master's Degree
- Certification in Educational Leadership
- At least six (6) years of successful teaching or administrative experience at the middle/junior high school level
- Experience in curriculum leadership
- Ability to collaboratively work with schools to improve student performance
- Ability to interpret standardized test results
- Must possess a valid Florida driver's license

Performance Responsibilities:

- Plan, implement, supervise and evaluate all instructional activities for grades 6-8 12 as approved by the School Board and the Superintendent of Schools
- Provide assistance to school staff and administrators to improve instructional approaches and techniques
- Recommend, monitor, supervise, evaluate and revise instructional programs
- Monitor test results and provide assistance to improve student performance
- Analyze data to evaluate programs
- Assist with implementation of innovative practices
- Organize and implement professional development programs that relate to curriculum
- Work with the Professional Development Department to align curriculum and professional development activities with district, state and national initiatives
- Work with Director of Elementary Programs to develop short-term goals and a long-range K- 12 curriculum articulation plan
- Report necessary data and mandated reports to the Superintendent of Schools, the School Board and the Department of Education
- Assist with the selection of instructional materials and equipment
- Direct the coordination and evaluation of instructional materials selection, curriculum fairs and academic tournaments
- Maintain access to current professional development literature, professional organizations and workshops related to best practices and disseminate information to other departments, school-based administrators and teachers
- Provide direct supports to District and school staff in developing, implementing, monitoring, evaluating, and revising, as needed, annual School Improvement Plans (SIPs) for all schools
- Facilitate ongoing data and instructional reviews at assigned schools
- Recommend and monitor practices to increase opportunities for students in Advanced Programs such as AP/IB/AICE courses
- Oversee High School Graduation requirements for grades 9-12
- Supervise Math Coaches K-12
- Supervise Science Coaches 6-12

- Oversee and facilitate the Student Pupil Progression Plan with the Elementary Director
- Provide assistance to school staff and administrators to implement best practices for Accelerated Math Courses K-12 opportunities

- Keep the Assistant Superintendent of Teaching and Learning and Superintendent of Schools abreast of all ongoing situations, programs, changes and practices in the areas of assigned responsibility
- Sustain focus and attention to detail
- Perform other duties as assigned by the Assistant Superintendent of Teaching and Learning 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 Assistant Superintendent of Teaching and Learning, as assigned, and/or designee

Evaluation:

Annual evaluation done by the Assistant Superintendent of Teaching and Learning, as assigned, and/or designee

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule - Administrative

Job Code:

63010

Board Approved: 05/06/08

Revised: 01/20/09, 03/03/09, 07/28/09, 05/17/11, 09/06/11, 06/05/12, 06/10/14, 7/6/2015, 06/25/19

Hernando County School Board Florida

FLSA: Exempt, Non-Union

SUPERVISOR COORDINATOR OF DATA INFORMED SUPPORTS

Required Qualifications:

- ~~Bachelor's~~ Master's Degree from an accredited institution in an education-related or business field
- Minimum of three (3) years of experience in education
- Training and/or experience in educational program design, evaluative practices, data analysis, school improvement, research, and program management
- Excellent organizational, data collection, data analysis, and interpretation skills
- Advanced level technology skills including word processing, spreadsheets, desktop publishing and presentation software
- Ability to innovatively improve the collection, quality, and utilization of data

Desired Qualifications:

- Master's Degree from an accredited institution in an education-related or business field
- Knowledge of federal, state, and district rules, regulations, and policies as they relate to educational accountability
- Experience leading others in a collaborative process

Performance Responsibilities:

- Collaborate with district and school-level leaders to identify and target professional learning based on a review and analysis of student data
- Develop and tailor professional development strategies based on progress monitoring and real-time classroom data to address identified gaps in student achievement
- Collaborate with the Florida Department of Education to develop, deploy, and monitor a strategic plan to improve student literacy, implement new standards, close achievement gaps, and improve math and civics literacy
- Work with stakeholders to review and share data to improve student learning and outcomes
- Use progress monitoring data to determine appropriate instructional interventions in grades PK-12
- Assist with the identification of measurable objectives that address educational programs
- Provide data and consult with individual schools for the purpose of studying program effectiveness
- Conduct in-service training and provide technical assistance on needs assessment and data analysis for district and school administrators, instructional coaches, and teachers through targeted, effective professional learning opportunities to include, but not limited to: literacy; evidence-based practices and establishing a positive, reading-rich environment; the use of assessment/progress monitoring to inform instruction and appropriate interventions; math skills

with a focus on procedural fluency and conceptual understanding; building a positive school culture and climate; how to analyze and interpret various sources of school, district, and state level data, and an emphasis on students developing independence and self-confidence.

- Arrange, analyze, and present data to help schools understand student learning outcomes; assist schools in determining patterns of student success or lack thereof over time; report disaggregated data; assist schools with identifying critical indicators when reviewing isolated and high-level data; provide schools with progress monitoring guidance and support at timely and regular intervals; provide teachers, school and district leaders with hands-on training to enhance their knowledge, skills, and ability to access and understand the benefits and limitations of data; provide educators and administrators with opportunities to identify high-leverage strategies that will result in instructional improvement in schools via peer-to-peer collaboration
- Understand state and federal accountability systems and how schools are impacted
- Work collaboratively to organize and summarize performance data in a clear and concise manner for the School Board, school-based administrators, parents, teachers, and the community
- Ensure compliance with School Board rules and applicable state and federal laws
- Perform other duties as assigned by the Assistant Superintendent of Teaching and Learning and/or designee
- Organize and summarize performance data in a clear and concise manner for all stakeholders, including School Board, Superintendent, parents, and the community
- Serve as the district's school improvement contact and attend professional development provided by DOE
- Facilitate the school improvement plan process with district and school administrators to include professional development of best practices for the continuous improvement model
- Collaborate to design and facilitate district data chats for school administrators
- Serve on committees and task forces to guide closing the Achievement Gap
- Understand and provide technical assistance on the state and federal accountability systems, including the Federal Percent of Points Index
- Provide guidance and focus for Teachers on Special Assignment with the purpose of closing the Achievement Gap
- Conduct educationally relevant research, analyze results, and provide recommendations for implementation

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 Assistant Superintendent of Teaching and Learning and/or designee

Evaluation:

Annual evaluation done by the Assistant Superintendent of Teaching and Learning and/or designee

Terms of Employment:

- 12 month employment

~~▪ This position is grant funded~~

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category ~~F~~ G

Job Code:

63039

Board Approved: 01/12/2021

Coordinator of Data Informed Supports

Hernando County School Board Florida

FLSA: Exempt, Non-Union

SUPERVISOR OF DATA INFORMED SUPPORTS

Required Qualifications:

- Master's Degree from an accredited institution in an education-related or business field
- Minimum of three (3) years of experience in education
- Training and/or experience in educational program design, evaluative practices, data analysis, school improvement, research, and program management
- Excellent organizational, data collection, data analysis, and interpretation skills
- Advanced level technology skills including word processing, spreadsheets, desktop publishing and presentation software
- Ability to innovatively improve the collection, quality, and utilization of data

Desired Qualifications:

- Master's Degree from an accredited institution in an education-related or business field
- Knowledge of federal, state, and district rules, regulations, and policies as they relate to educational accountability
- Experience leading others in a collaborative process

Performance Responsibilities:

- Collaborate with district and school-level leaders to identify and target professional learning based on a review and analysis of student data
- Develop and tailor professional development strategies based on progress monitoring and real-time classroom data to address identified gaps in student achievement
- Collaborate with the Florida Department of Education to develop, deploy, and monitor a strategic plan to improve student literacy, implement new standards, close achievement gaps, and improve math and civics literacy
- Work with stakeholders to review and share data to improve student learning and outcomes
- Use progress monitoring data to determine appropriate instructional interventions in grades PK-12
- Assist with the identification of measurable objectives that address educational programs
- Provide data and consult with individual schools for the purpose of studying program effectiveness
- Conduct in-service training and provide technical assistance on needs assessment and data analysis for district and school administrators, instructional coaches, and teachers through targeted, effective professional learning opportunities to include, but not limited to: literacy; evidence-based practices and establishing a positive, reading-rich environment; the use of assessment/progress monitoring to inform instruction and appropriate interventions; math skills

with a focus on procedural fluency and conceptual understanding; building a positive school culture and climate; how to analyze and interpret various sources of school, district, and state level data, and an emphasis on students developing independence and self-confidence.

- Arrange, analyze, and present data to help schools understand student learning outcomes; assist schools in determining patterns of student success or lack thereof over time; report disaggregated data; assist schools with identifying critical indicators when reviewing isolated and high-level data; provide schools with progress monitoring guidance and support at timely and regular intervals; provide teachers, school and district leaders with hands-on training to enhance their knowledge, skills, and ability to access and understand the benefits and limitations of data; provide educators and administrators with opportunities to identify high-leverage strategies that will result in instructional improvement in schools via peer-to-peer collaboration
- Understand state and federal accountability systems and how schools are impacted
- Work collaboratively to organize and summarize performance data in a clear and concise manner for the School Board, school-based administrators, parents, teachers, and the community
- Ensure compliance with School Board rules and applicable state and federal laws
- Perform other duties as assigned by the Assistant Superintendent of Teaching and Learning and/or designee
- Organize and summarize performance data in a clear and concise manner for all stakeholders, including School Board, Superintendent, parents, and the community
- Serve as the district's school improvement contact and attend professional development provided by DOE
- Facilitate the school improvement plan process with district and school administrators to include professional development of best practices for the continuous improvement model
- Collaborate to design and facilitate district data chats for school administrators
- Serve on committees and task forces to guide closing the Achievement Gap
- Understand and provide technical assistance on the state and federal accountability systems, including the Federal Percent of Points Index
- Provide guidance and focus for Teachers on Special Assignment with the purpose of closing the Achievement Gap
- Conduct educationally relevant research, analyze results, and provide recommendations for implementation

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 Assistant Superintendent of Teaching and Learning and/or designee

Evaluation:

Annual evaluation done by the Assistant Superintendent of Teaching and Learning and/or designee

Terms of Employment:

- 12 month employment

Salary:

Salary based upon approved salary schedule - Professional/Technical/Supervisory Category G

Job Code:

63039

Board Approved: 01/12/2021

Coordinator of Data Informed Supports

**Hernando County School Board
Florida**

FLSA: Exempt, Non-Union

Supervisor of Literacy, Intervention, and Elementary Academic Programs

Required Qualifications:

- Master's Degree
- Certification in Educational Leadership
- At least six (6) years of successful teaching or administrative experience
- Experience in curriculum leadership
- Must possess a valid Florida driver's license

Performance Responsibilities:

- Provide assistance to school staff and administrators to improve instructional approaches and techniques
- Monitor test results and provide assistance to improve student performance
- Assist with developing and implementing innovative practices
- Report necessary data mandated reports to the Superintendent of Schools, the School Board, and the Department of Education
- Support staff in identifying research-based strategies that assist with professional development activities and data-based decision making to help close the achievement gap
- Collect and analyze data to support schools with the problem solving process
- Develop and facilitate Multi-Tiered Systems of Supports training for school-based leadership teams and other stakeholders
- Utilize data to inform instructional planning and monitor the effectiveness of academic and behavior instruction in the core, supplemental, and intensive instruction
- Supervise the Coordinator of MTSS
- Assist and support schools with the MTSS process
- Collect and monitor VPK data
- Supervise district Media Specialists
- Supervise Early Learning Specialist
- Work closely with the Director of Elementary Programs on instructional initiatives and the Comprehensive Reading Plan
- Organize and support schools with VPK and Early Learning programs

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 Assistant Superintendent of Teaching and Learning or designee.

Evaluation:

Annual evaluation done by the Assistant Superintendent of Teaching and Learning or designee.

Terms of Employment:

12-month employment

Salary:

Salary based upon approved salary schedule – Professional/Technical/Supervisory Category G

Job Code:

Board Approved:

Revised:

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	<u>General Fund</u>					
Account Name	<u>General Fund, Various Salary Accounts</u>					
Account Number	<u>110</u>	<u>Various</u>	<u>Various</u>	<u>Various</u>	<u>000</u>	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	Year 1 = \$465,897.39 Year 2 = \$328,847.42 Year 3 = \$7,913.03					

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 # 22-0645

6/14/2022

Title and Board Action Requested

Approve the renewal of the piggyback of School Board of Manatee County bid no. 22-0004-MR, Bleacher Repair Services, awarded to Lyle Bleachers for Bleacher Repair Services and authorize the purchase for an estimated annual amount of \$138,540.00.

Executive Summary

The Fire Official/Plans Examiner, on behalf of the Superintendent of Schools, hereby requests the Board approve the renewal of the piggyback of the School Board of Manatee County bid no. 22-0004-MR, Bleacher Repair Services, for Bleacher Repair Services awarded to Lyle Bleachers and authorize the purchase for an estimated annual amount of \$138,540.00.

Bid no. 22-420-14 PB RN has been assigned for internal tracking purposes.

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 \$138,540.00, see attached budget sheet. The cost for the previous fiscal year was \$27,601.35.

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:

June 14, 2022

Bid No. 22-420-14 PB RN

Bid Title: Bleacher Repair Services

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input checked="" type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Piggyback Cooperative | | | |

Bid Contract Period:

07/01/2022 through 06/30/2023

☐ 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
1

☐ Length of
Each Term (month)

☒ Length of
Each Term (year)
1

☐ None

Rationale/Reason: Piggyback of the renewal to the School District of Manatee County, Florida, Bid #22-0004-MR: Bleacher Repair Services, awarded to Lyle Bleachers, Inc. Hernando County School District Bid #22-420-14 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:

Submitted By:

Joyce McIntyre
Director of Finance & Purchasing

School(s): District Wide

Requested By:

Bill Hall
Fire Official/Plans Examiner

Department(s): Facilities & Construction

Recommended award, description of items and prices: (See attached)

T/C CODE: 2214

Lyle Bleachers, Inc. (V-38760)

Group A: Repair Outdoor Bleachers

Labor Hourly Rate

- | | |
|---------------------------------|---------|
| 1. Standard Hours, Regular Time | \$29.00 |
| 2. Non-Standard Hours | \$29.00 |

Group B: Repair Indoor Bleachers

Labor Hourly Rate

- | | |
|---------------------------------|---------|
| 3. Standard Hours, Regular Time | \$29.00 |
| 4. Non-Standard Hours | \$29.00 |

Group C: Basketball Backstops

Labor Hourly Rate

- | | |
|---------------------------------|---------|
| 5. Standard Hours, Regular Time | \$29.00 |
| 6. Non-Standard Hours | \$29.00 |

Group D: Material

Percentage Mark-Up/Hourly Rate

- | | |
|----------------------------------|------------------------------|
| 7. Material Outdoor Bleacher | 5% |
| 8. Material Indoor Bleacher | 5% |
| 9. Material Basketball Backstops | 5% |
| 10. Rental of Equipment | 5% |
| 11. Contractor Owned Equipment | \$29.00/\$232.00 Hourly Rate |
| 12. Use of Subcontractors | 5% |

Contact Information:

David Lyle (813) 267-9182
info@lylebleachers.com

Agenda 22-0645

Bleacher Repair

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	
\$		\$		\$		\$		\$		\$	

B. Item Currently Not 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	
\$		\$		\$		\$		\$		\$	

B. Item Currently Not Budgeted -**						
Funding Source		General Funds				
Account Name		2022-2023 District-wide Correction of Safety Deficiencies by Outside Contractors				
Account Number	1100E	8100	3500	9550	49500	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 135,364.00					

C. History						
Funding Source						
Account Name						
Account Number						
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$					

Check one:	
Prior Year Budget:	<input checked="" type="radio"/>
New for Current Year:	<input type="radio"/>
Prior Year Approved Budget:	135,364.00
Prior Year Actual Spent:	\$ 27,601.35

** 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 # 22-0646

6/14/2022

Title and Board Action Requested

Approve piggybacking of Lake County, Florida, RFP/Contract No. 22-908A and 22-908B, Pre-Cast Concrete Structures, for pre-cast concrete structures awarded to Leesburg Concrete Company, Inc. and Advanced Commercial Contractors, Inc., and authorize the purchase for an estimated annual amount of \$1,000,000.00 using various capitol funds.

Executive Summary

The Director of Facilities & Construction, on behalf of the Superintendent of Schools, hereby requests the Board approve piggybacking of Lake County, Florida, RFP/Contract No. 22-908A and 22-908B, Pre-Cast Concrete Structures, for pre-cast concrete structures awarded to Leesburg Concrete Company, Inc. and Advanced Commercial Contractors, Inc., and authorize the purchase for an estimated annual amount of \$1,000,000.00.

Bid No. 22-155-55 PB has been assigned for internal tracking purposes.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

Jim Lipsey
Manager of Planning, Design and Construction
lipsey_j@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$1,000,000.00, 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.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

June 14, 2022

Bid No. 22-155-55 PB

Bid Title: Pre-Cast Concrete Structures

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input checked="" type="checkbox"/> Piggyback Cooperative | | |

Bid Contract Period:

06/14/2022 through 04/11/2023

☐ 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
2

☐ Length of
Each Term (month)

☒ Length of
Each Term (year)
2

☐ None

Rationale/Reason: Piggyback Lake County, Florida RFP/Contract #22-908A & #22-908B: *Pre-Cast Concrete Structures* awarded to Leesburg Concrete Company, Inc. and Advanced Commercial Contractors, Inc. Hernando County School Bid #22-155-55 PB has been assigned for internal tracking purposes.

Bidders Electronically
Downloaded From Public
Purchase Website: n/a

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

☒ N/A – Bids Not
Required: Piggyback

Submitted By:

Joyce McIntyre
Director of Finance & Purchasing

School(s): District Wide

Requested By:

Brian Ragan
Director of Facilities

Department(s): Facilities & Construction

Recommended award, description of items and prices: (See attached)

T/C CODE: 2255

Per Lake County, Florida contract, the awarded contracts shall furnish all labor, materials, tools, transportation and equipment necessary to provide, furnish and install turn-key precast concrete structures. Services will be performed in accordance with the specifications listed and implied.

Advanced Commercial Contractors, Inc.

Item	Description	Price
1	10' x 12' x 8' H Storage Building	\$50,486.92
2	30' x 8' x 8' H Dugout	\$72,740.03
3	31' x 8' x 8' H Dugout with Storage	\$73,841.55
4	Blue Ridge Single Dry Vault Restroom	\$77,396.46
5	Sierra Outback Double Dry Vault Restroom	\$112,060.66
6	Logan Single Plumbed Restroom	\$83,603.72
7	Carson Double Plumbed Restroom	\$109,400.35
8	Sierra Outback Double Plumbed Restroom	\$104,550.07
9	Northlake Triple Plumbed Restroom	\$143,010.07
10	Volusia 6 Stall Plumbed Restroom	\$252,081.61
11	20' x 24' x 8' H Concession with Four Stall Restroom	\$212,053.75
12	24' x 30' x 8' H Concession with Eight Stall Restroom	\$284,465.90
13	20' x 24' Site Assembled Panelized Building	\$94,954.65
14	20' x 30' Site Assembled Panelized Building	\$106,373.77

Additive Accessories and Options (Provide and Install)

Item	Description	Price
1	Xelerator Hand Dryer Model XLBW	\$1,415.00
2	2 Ton Bard HVAC with Heat and Thermostat	\$6,500.00
3	Kohler China Soho White Wall Mounted Sink	\$600.00
4	American Std Model #3695.128 Rear Discharge Toilet	\$1,200.00
5	Stainless Steel Urinal Acorn Engineering #1709HEU	\$2,400.00
6	Stainless Steel Pit Toilet Acorn Engineering #2131	\$1,800.00
7	Kohler K4991-ET-0 Bardon China Urinal	\$600.00
8	Koala Kare Baby Changing St Model #KKP-KB200-00	\$600.00
9	Electrical Package: 100Amp Panel with GE 12 Circuit 24 Space 100 Amp Main Breaker Load Center Interior LED Lights (3) Portfolio 26.5" White LED with Light Diffusing Shield Exterior (2) Utilitech Pro 180 2-Head Motion Activate LED Flood Light (1) GFCI Outlet	\$6,000.00
9a	Price for Each Additional Interior LED Light	\$500.00
9b	Price for Each Additional GFCI Outlet	\$250.00
10	SA 12" Centrifugal Fiberglass Exhaust fan, Electric Power is Provided in Building	\$700.00
11	4" Deep Concrete Sidewalk with Fibermesh Priced per sq. ft.	\$17.00
12	6" Deep Concrete Sidewalk with Fibermesh Priced per sq. ft.	\$20.00
13	200 Ton Crane Upcharge, 50' Reach, per Installation Effort	\$6,000.00

Other fees not listed that could potentially be invoiced under this contract

Item	Description	Price
1	Dewatering, Demucking, Cut and/or Fill Dirt	TBD
2	Tree Removal, Planting, Landscaping, Irrigation	TBD
3	After Hours Labor, Per Man Hour	\$50.00
4	Bahia Sod, per sq. ft. Installed	\$3.00

Contact Information:

Advanced Commercial Contractors, Inc.
2502 E. Orange Avenue
Eustis, FL 32726
Wayne Holley
wayne@acc-fla.com
carla.advancedcommercial@gmail.com

Leesburg Concrete Company, Inc.

Item	Description	Price
1	10' x 12' x 8' H Storage Building	\$61,684.00
2	30' x 8' x 8' H dugout	\$78,173.00
3	31' x 8' x 8' H dugout with storage	\$89,276.00
4	Blue Ridge Single Dry Vault Restroom	\$82,389.00
5	Sierra Outback Double Dry Vault Restroom	\$113,219.00
6	Logan Single Plumbed Restroom	\$81,028.00
7	Carson Double Plumbed Restroom	\$107,240.00
8	Sierra Outback Double Plumbed Restroom	\$113,510.00
9	Northlake Triple Plumbed Restroom	\$154,463.00
10	Volusia 6 stall Plumbed Restroom	\$239,188.00
11	20' x 24' x 8' H Concession with Four Stall Restroom	\$203,763.00
12	24' x 30' x 8 H Concession with Eight Stall Restroom	\$268,745.00
13	20' x 24' Site Assembled Panelized Building	\$92,053.00
14	20' x 30' Site Assembled Panelized Building	\$111,162.00

Additive Accessories and Options (Provide and Install)

Item	Description	Price
1	Xelerator hand Driver Model XLBW	\$1,090.00
2	2 Ton Bard HVAC with Heat and Thermostat	\$5,895.00
3	Kohler China Soho White Wall Mounted Sink	\$492.00
4	American Std Model #3695.128 Rear Discharge Toilet	\$1,030.00
5	Stainless Steel Urinal Acorn Engineering #1709HEU	\$2,174.00
6	Stainless Steel Pit Toilet Acorn Engineering #2131	\$1,430.00
7	Kohler K4991-ET-0 Bardon China Urinal	\$498.00
8	Koala Kare Baby Changing St Model #KKP-KB200-00	\$505.00
9	<u>Electrical Package:</u> 100 AMP Panel with GE 12 Circuit 24 space 100 AMP Main Breaker Load Center Interior LED Lights (3) Portfolio 26.5" white LED with light diffusing shield. Exterior (2) Utilitech Pro 180 2-head motion activate LED flood light. (1) GFCI Outlet	\$4,475.00
9a	Price for each additional interior LED light	\$325.00
9b	Price for each additional GFCI outlet	\$156.00
10	SA 12" Centrifugal fiberglass exhaust fan, electric power is provided in building	\$587.00
11	4" Deep concrete sidewalk with Fibermesh priced per sq. ft.	\$15.00
12	6" deep concrete sidewalk with Fibermesh priced per sq. ft.	\$18.00
13	200 Ton Crane upcharge, 50' reach, per installation effort	\$9,000.00

Other fees not listed that could potentially be invoiced under this contract

Item	Description	Price
1	Additional Freight and Labor outside of Lake County in the case of another entity is piggybacking this bid.	\$5,900.00

Contact Information:

Leesburg Concrete Company, Inc.
1335 Thomas Avenue
Leesburg, FL 34748
Kirkland Rouse
krouse@leesburgconcrete.com

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 -****Various Capital Funds**

Funding Source		_____										
Account Name		_____										
Account Number		3XXE		7400		6XXX		XXXX		MXXXX		
		Fund		Function		Object		Cost Center		Project		Sub Project
Amount	\$	\$ 1,000,000.00										

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: \$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 # 22-0647

6/14/2022

Title and Board Action Requested

Approve the emergency purchase of 5 compartment scround trays from Citrus County School District and authorize the purchase order for the amount of \$47,040.00.

Executive Summary

The Director of Food and Nutrition Services, on behalf of the Superintendent of Schools, hereby requests the Board approval for the emergency purchase of 672 cases of 5 compartment scround trays from Citrus County School District. An emergency purchase order to ACDC (#1902200046) was issued on 11/18/21 for 5 Compartment Trays and 5# Boats; however, the vendor was not able to fulfill the order. That purchase order was closed/canceled by Food and Nutrition Services to allow for the purchase of these trays elsewhere prior to July 1, 2022 price increases. Citrus County Schools was able to receive trays from ACDC and agreed to allow us to purchase their excess trays at their cost which was \$70.00/case. The Hernando County School District, Food and Nutrition Department continually feels the effects of the ongoing supply shortages. These challenges include lack of availability, unexpected substitutions and long delays for delivery.

Emergency procedures were followed for this purchase.

My Contact

Lori Drenth
Director of Food and Nutrition Services
352-797-7028 x406
Drenth_l@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$47,040.00, see attached budget sheet.

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



Hernando County School District
1036 Varsity Dr.
BROOKSVILLE, FL 34601

Invoice Detail

Invoice #	4442200026
Invoice Date	05/02/2022
Due Date	05/31/2022
Invoice Total	47,040.00

<u>Qty.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extension</u>
672.00	5 compartment scround trays	70.0000	47,040.00

Total Extension: 47,040.00

REMIT TO:

CITRUS COUNTY SCHOOL BOARD
1007 W Main Street
INVERNESS, FL 34450
Att: Mandy Judge
352-726-1931

Invoice #	4442200026
Invoice Date	05/02/2022
Payor	Hernando County School District
Due Date	05/31/2022 (HERNANDO001)

Invoice Amount: 47,040.00
Remit Amount:

PO DATE
11/18/2021

SCHOOL BOARD OF HERNANDO COUNTY

Purchasing Department
919 North Broad Street, Brooksville, FL 34601
Tel: 352-797-7060

PURCHASE ORDER NUMBER
1902200046

VENDOR KEY : ACDC 000
SHIP DATE : 11/16/2021
FISCAL YEAR : 2021-2022
ORIGINAL REQ # : 0000010276

VENDOR:
ACDC
2427 BEAN RD
AUBUR, CA 95603

SHIP TO:
WAREHOUSE
8050 MOBLEY RD
BROOKSVILLE, FL 34601

PHONE: (916) 704-2302
egmalak@echosps.com

ATTN: GEORGINA CIPRIANI

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1600	CS	Item #REC5-NCD Rectangular 5 Compartment Tray 500/cs	72.00000	115,200.00
100	CS	Item #KRFT-BT-05 9.5x6.5x2.2 Kraft Nesting Boat 500/cs	55.00000	5,500.00
		*****FOOD & NUTRITION***** ANY QUESTIONS REGARDING THIS P.O. PLEASE CONTACT: GINA CIPRIANI 352-797-7028 cipriani_g@hcsb.k12.fl.us ***** ALL OR A PORTION OF THIS PURCHASE IS BEING PAID FROM FEDERAL FUNDS. VENDORS ARE HEREBY NOTIFIED THAT THEY MUST COMPLY WITH ALL APPLICABLE SECTIONS OF 34 CFR 80.36 ***** **** GRANT EXPENDITURES *** BOARD APPROVAL NOT REQUIRED FOR GRANT/FEDERAL EXPENDITURES EXCEEDING BID THRESHOLD WHERE DISTRICT IS NOT PROVIDING ANY FUNDS PER WORKSHOP OF 11/19/02 ***** ***** EMERGENCY PROCUREMENT PROCEDURES FOLLOWED - FOR FOOD & NUTRITION DEPT USE ONLY EXPIRATION: 06/30/2022		

CONTINUED ON NEXT PAGE

Sales Tax Exemption: 85-8012621945C-9 / Expiration: October 31, 2022
CONTACT ACCOUNTS PAYABLE FOR ALL PAYMENT QUESTIONS (352) 797-7011
SEE PURCHASE ORDER TERMS & CONDITIONS

PAGE TOTAL	120,700.00
TOTAL	120,700.00

PO DATE

05/13/2022

SCHOOL BOARD OF HERNANDO COUNTY

Purchasing Department
919 North Broad Street, Brooksville, FL 34601
Tel: 352-797-7060

PURCHASE ORDER NUMBER

1902200067

VENDOR KEY : CITRUS C002
SHIP DATE : 05/11/2022
FISCAL YEAR : 2021-2022
ORIGINAL REQ # : 0000011828

VENDOR:
CITRUS COUNTY SCHOOL DISTRICT
1007 W MAIN STREET
INVERNESS, FL 34450

SHIP TO:
FOOD & NUTRITION DEPARTMENT
8050 MOBLEY ROAD
BROOKSVILLE, FL 34601

PURCHASEORDERS@HCSB.K12.FL.US

ATTN: TRACIE VENDRONE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
672	EACH	5 COMPARTMENT SCROUND TRAYS *****FOOD & NUTRITION***** ANY QUESTIONS REGARDING THIS P.O. PLEASE CONTACT: TRACIE VENDRONE 352-797-7028 vendrone_t@hcsb.k12.fl.us ***** ALL OR A PORTION OF THIS PURCHASE IS BEING PAID FROM FEDERAL FUNDS. VENDORS ARE HEREBY NOTIFIED THAT THEY MUST COMPLY WITH ALL APPLICABLE SECTIONS OF 34 CFR 80.36 ***** **** GRANT EXPENDITURES *** BOARD APPROVAL NOT REQUIRED FOR GRANT/FEDERAL EXPENDITURES EXCEEDING BID THRESHOLD WHERE DISTRICT IS NOT PROVIDING ANY FUNDS PER WORKSHOP OF 11/19/02 ***** ***** EMERGENCY PROCUREMENT PROCEDURES FOLLOWED - FOR FOOD & NUTRITION DEPT USE ONLY EXPIRATION: 06/30/2022 *****	70.00000	47,040.00
CONTINUED ON NEXT PAGE			PAGE TOTAL	47,040.00
Sales Tax Exemption: 85-8012621945C-9 / Expiration: October 31, 2022 CONTACT ACCOUNTS PAYABLE FOR ALL PAYMENT QUESTIONS (352) 797-7011 SEE PURCHASE ORDER TERMS & CONDITIONS			TOTAL	47,040.00

PO DATE

05/13/2022

SCHOOL BOARD OF HERNANDO COUNTY

Purchasing Department
919 North Broad Street, Brooksville, FL 34601
Tel: 352-797-7060

PURCHASE ORDER NUMBER

1902200067

VENDOR KEY : CITRUS C002
SHIP DATE : 05/11/2022
FISCAL YEAR : 2021-2022
ORIGINAL REQ # : 0000011828

VENDOR:
CITRUS COUNTY SCHOOL DISTRICT
1007 W MAIN STREET
INVERNESS, FL 34450

SHIP TO:
FOOD & NUTRITION DEPARTMENT
8050 MOBLEY ROAD
BROOKSVILLE, FL 34601

PURCHASEORDERS@HCSB.K12.FL.US

ATTN: TRACIE VENDRONE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT				
		<p>ACCOUNT SUMMARY (FOR INTERNAL USE)</p> <table><tr><td>ACCOUNT NUMBER</td><td>ACCOUNT AMOUNT</td></tr><tr><td>4110E7600 5130 9002 00100 00000 00000</td><td>47,040.00</td></tr></table> <p>Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum. http://www.hernandoschools.org/departments/purchasing/vendor-information. *****</p> <p>PLEASE REGISTER WITH PUBLICPURCHASE.COM TO RECEIVE NOTIFICATION OF ANY UPCOMING HERNANDO COUNTY SCHOOLS' BID OPPORTUNITIES. WWW.PUBLICPURCHASE.COM REGISTRATION IS FREE *****</p>	ACCOUNT NUMBER	ACCOUNT AMOUNT	4110E7600 5130 9002 00100 00000 00000	47,040.00		
ACCOUNT NUMBER	ACCOUNT AMOUNT							
4110E7600 5130 9002 00100 00000 00000	47,040.00							
Sales Tax Exemption: 85-8012621945C-9 / Expiration: October 31, 2022 CONTACT ACCOUNTS PAYABLE FOR ALL PAYMENT QUESTIONS (352) 797-7011 SEE PURCHASE ORDER TERMS & CONDITIONS			PAGE TOTAL TOTAL	0.00 47,040.00				

Sales Tax Exemption: 85-8012621945C-9 / Expiration: October 31, 2022
CONTACT ACCOUNTS PAYABLE FOR ALL PAYMENT QUESTIONS (352) 797-7011
SEE PURCHASE ORDER TERMS & CONDITIONS

PURCHASE APPROVED BY:



The School District of Hernando County, Florida

919 N. Broad Street
Brooksville, FL 34601
Phone: (352) 797-7000
Fax: (352) 797-7010



Learn it. Love it. Live it.

Superintendent: John Stratton
Board Chairperson: Linda K. Prescott
Vice Chairperson: Gus Guadagnino
Board Members:
Susan Duval
Kay Hatch
Jimmy Lodato

October 28, 2021

School Board Members
Hernando County School District
919 North Broad Street
Brooksville, FL 34601

RE: Food & Nutrition Supply Chain Shortages

Dear School Board Members,

As you are aware, there has been ongoing product and supply shortages across all markets. These supply chain disruptions have brought concerns to our food and nutrition division which has been experiencing challenges in purchasing from our board approved contracts. These challenges include, but are not limited to, lack of availability, unexpected substitutions, increase in food and supply prices and long delays for delivery.

The USDA has provided resources to address these challenges. One of these resources includes the flexibility for emergency procurement. This option will allow school districts to make purchases to meet their immediate needs without following the competitive bidding process. This flexibility can help school districts procure the items they need from an alternate vendor when their existing vendor is unable to provide the needed food item or products.

I am in support of this flexibility and will be suspending our normal procurement procedures for food and food service related products and supplies effective the date of this letter. In addition, in order to not cause further delay, an agenda item will be prepared and expenditures will be brought to the School Board at the next available meeting following the issuance of any/all purchase orders under these circumstances.

These procedures will remain in place through June 30, 2022, at which time the situation will be further assessed. Thank you for your consideration and support in this matter.

Sincerely,

John Stratton
Superintendent of Schools

cc: Lisa Becker, Executive Director of Business Services
Joyce McIntyre, Director of Finance & Purchasing



TO: Lisa Becker, Executive Director of Business Services

FROM: Joyce McIntyre, Director of Finance & Purchasing
Julie Cirrincione, Manager of Purchasing Services

RE: Food & Nutrition Emergency Purchases – Procedures

DATE: October 28, 2021

For the purpose of auditor tracking, we would like the following procedures to be adhered to by the Food & Nutrition Department when making purchases from non-approved vendors for food and food related items under emergency circumstances.

1. The FNS staff must first request product and/or supplies from our current Board approved vendors.
2. If our approved vendors are not able to fulfill our request, FNS must obtain documentation that the approved supplier is/has:
 - a) unable to provide the product;
 - b) canceled our order;
 - c) unable to deliver in a reasonable time frame acceptable by the district;
 - d) only able to supply a substitution that does not meet the needs of the district;
 - e) unable to provide the required quantities to meet the needs of the district.
3. Attach documentation of above with each issuance of a Purchase Order and maintain a file of such emergency procurement and explanation of the rationale for this method of procurement.
4. Attach copy of Superintendent's letter to the School Board suspending the competitive bidding process for emergency situations.
5. Only make purchases related to food and food services products and supplies using these emergency procedures.
6. Prepare agenda for Board approval of purchases for the next available Board meeting date following the issuance of any/all emergency purchase orders.

We feel that it is necessary to maintain a detailed file of any emergency purchases for auditing purposes.

Thank you for your consideration.

A. Item Currently Budgeted -

Account Name		Food Services-Supplies											
Account Number		4110		7600		5100		9002		00100		00000	
		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		
\$ 750,000 .00			\$(482,996.48)		\$(34,348.22)		\$ 232,655.30		\$ 47,040 .00		\$ 185,615.30		

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: \$ 750,000.00Prior Year Actual Spent: \$ 828,432.42

** 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 # 22-0664

6/14/2022

Title and Board Action Requested

Approve Piggybacking School District of Polk County, Florida RFP #025-MDW-1122: Alternative Student Transportation Services, awarded to HopSkipDrive and approve the purchase of services for an estimated spending of \$225,000.00.

Executive Summary

The Coordinator of Students and Families in Transition, on behalf of the Superintendent of Schools, hereby requests the Board approve issuance of a purchase order to HopSkipDrive for the purpose of increasing student achievement by means of removing transportation barriers that may contribute to irregular attendance and increased achievement gaps. “HopSkipDrive is a K-12 transportation solution that simplifies specialized student transportation for school districts.” Due to various complications, including a shortage of bus drivers, it has become difficult to provide School of Origin transportation service and support in a timely manner to our homeless students. In researching possible transportation alternatives, HopSkipDrive, was discovered and after obtaining the necessary information regarding their services and supports, we determined a partnership with this company would best serve our homeless students. ESSER III funds will provide \$225,000.00 to fund contracted services with HopSkipDrive. This partnership will provide transportation services to homeless students while a school bus is being set up for them to attend their School of Origin. (School of Origin is a right that homeless students are entitled to under the McKinney-Vento Act to provide homeless students school stability). The services provided by HopSkipDrive will increase homeless student attendance, which will in turn increase student achievement in all subject areas. Hernando County School District Bid #22-962-56 PB has been assigned for internal tracking purposes.

My Contact

Shanika Figueroa Rodriguez
Coordinator of Students and Families in Transition
Hernando County School District
(352) 797-7070 x132
Figueroa_s@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

\$225,000.00 (cost for this agenda item). See attached budget sheet.

The cost for the previous fiscal year was \$0.00 - this is a new expense.

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:

June 14, 2022

Bid No. 22-962-56 PB

**Bid Title: Alternative Student
Transportation Services**

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input checked="" type="checkbox"/> Piggyback Cooperative | | |

Bid Contract Period:

06/14/2022 through 01/31/2025

☐ 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
2

☐ Length of
Each Term (month)

☒ Length of
Each Term (year)
1

☐ None

Rationale/Reason: Piggyback the School District of Polk County, Florida RFP #025-MDW-1122, Alternative Student Transportation Services. HCSB Bid #22-962-56 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:

Submitted By:

Joyce McIntyre
Director of Finance & Purchasing

School(s): District Wide

Requested By:

Shanika Figueroa Rodriguez
Coordinator of Student and Families
in Transition

Department(s): Students and
Families in Transition

Recommended award, description of items and prices: (See attached)

T/C CODE: 2256

All rates include fuel surcharges, trip charges, transfer rates, mileage rates, tolls, parking and any other fees. The District will not pay for any additional fees.

***** Rate starts upon arrival to district site and stops upon return to district site *****

HopSkipDrive

Category	Pricing
Trip Charge (one way)	\$30.00 per one way trip
Per Mile Fee (one way)	\$2.50 per mile
Wheelchair Charge (one way)	N/A to HopSkipDrive
Safety Vest Charge (one way)	N/A to HopSkipDrive
Attendant Charge (one way)	\$30/hour – minimum of 2 hours
Additional Passenger Charge (same household – one way)	No additional charge for additional rider from same household with same points of origin and destination.
Additional Passenger Charge (per passenger one way for trips requested where multiple students at different homes are going to the same destination)	No additional fee per passenger
Wait Charge if requested by the district (per quarter hour)	\$15.00 per quarter hour
Flat Cancellation Fee (if less than 12 hours' notice is given to vendor)	There is a \$0 cancellation fee when canceled 8 hours before a scheduled ride. Rides canceled between 0-1 hours incur a cancellation fee of 100% base rate + expected distance of ride. Rides canceled between 1-8 hours will incur a cancellation fee of 50% base rate + expected distance of ride.

Provide additional pricing for in county travel on a price per hour: N/A

Contract Information:

Joseph Brumfield
jbrumfield@hopskipdrive.com

Jared Clark
jclark@hopskipdrive.com

A. Item Currently Budgeted -

Account Name		ESSER III								
Account Number		4450E	7800	3900	9462	99930				
		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
\$ 250,000.00		\$		\$		\$ 250,000.00		\$ 250,000.00		\$ 0

Account Name																	
Account Number		Fund		Function		Object		Cost Center		Project		Sub Project					
Original Approved Budget		+	Budget Amendments		-	Expenditures / Encumbrances To Date		=	Current Available Budget		-	Present Request		=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$							

B. Item Currently Not Budgeted -**

Funding Source						
Account Name						
Account Number						Sub Project
	Fund	Function	Object	Cost Center	Project	
Amount \$						

Funding Source						
Account Name						
Account Number						Sub Project
	Fund	Function	Object	Cost Center	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 # 22-0670

6/14/2022

Title and Board Action Requested

Approve the purchase of ELA Instructional Materials for Exceptional Student Education Prekindergarten (ESE Pre K) and one day of training from Teaching Strategies and authorize the purchase for \$32,590.00.

Executive Summary

The Coordinator of Exceptional Student Education, on behalf of the Superintendent of Schools, hereby requests the Board to purchase ELA instructional materials for ESE Pre K (approximately 30 classrooms district wide) and one day of training from Teaching Strategies. Teaching Strategies is a sole source provider.

My Contact

Anna Jensen, Coordinator
Exceptional Student Education

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is \$ \$32,590.00, 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.

**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.

Signed and dated by authorized representative of the Contractor/Vendor as provided below:

Contractor/Vendor:



Printed Name: Heather O'Shea

Title: Chief Financial Officer

Date: 05/18/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

May 18, 2022

Anna Jensen
Coordinator of Exceptional Student Education Compliance and Due Process
Hernando County School District

Dear Ms. Jensen,

This letter is to confirm that *The Essentials Kit* is a sole source product. Teaching Strategies, LLC is the owner, developer, and copyright holder of *The Essentials Kit*. Teaching Strategies, LLC holds the trademarks for components, training curriculum materials, and methodologies for *The Essentials Kit*. *The Essentials Kit* is sold and distributed exclusively by Teaching Strategies, LLC. This product must be purchased directly from Teaching Strategies, LLC.

Teaching Strategies, LLC is also the sole source provider of all the print, digital products and components associated with all professional development related to *The Essentials Kit*. Professional development on *The Essentials Kit* is available through on-site training provided by our Professional Development Network and online courses offered by Teaching Strategies, LLC.

Please do not hesitate to contact me should you have any questions about our curriculum system or professional development services.

Sincerely,



Heather O'Shea
Chief Financial Officer
Teaching Strategies, LLC

TEACHING STRATEGIES, LLC ("TS")
 4500 EAST-WEST HIGHWAY, SUITE 300
 BETHESDA, MARYLAND 20814
 301-634-0818

Customer Name: Hernando County School District
Customer Number: 02A33602
Contact Name: Anna Jensen
Contact Email: jensen_a@hcsb.k12.fl.us
Contact Title: Coordinator of Exceptional Student
 Education Compliance and Due Process

Prepared by: Taylor Thomas
 taylor.t@teachingstrategies.com
 (352) 875-1573
Expiration Date: 01-01-2022
Subscription Term: -

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
PD0000349 Introduction to GOLD® (1-Day)	\$3,190.00	1	\$3,190.00

Subtotal:	\$3,190.00
Shipping:	\$0.00
Tax:	\$0.00
Total:	\$3,190.00

BILL TO

Billing Client: Hernando County School District
 Billing Street:
 Billing City:
 Billing State:
 Billing Postal Code:
 Billing Country:

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum.
<http://www.hernandoschools.org/departments/purchasing/vendor-information>

Select a Payment Method and follow the payment instructions.
Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Professional Development and Training

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of \$80 will be charged for each attendee in excess of this maximum; (iii) Additional fees, including travel expenses, will also apply for each session not scheduled

at least 21 days in advance; (iv) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projects, computers and viewing screens; and (v) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted, and may not be reproduced or distributed except in accordance with this provision, without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:

Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.

Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.

Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:


Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.

Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.

Scheduling with less than a 24-hour notice, Customer is invoice an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.

PD Details			
TOPIC AND FORMAT	DATE	START	END
Introduction to GOLD® (1-Day)	08/05/2022	8:30 AM	3:30 PM

By executing this Order Form, the Customer hereby agrees to be bound by the provisions contained herein:

Customer Name	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print): Anna Jensen	Name: Heather O'Shea
Title: Coordinator of Exceptional Student Education Compliance and Due Process	Title: Chief Financial Officer
Address: 919 N Broad St	Address: 4500 East West Highway, Suite 300
Brooksville, Florida 34601	Bethesda, MD 20814
Date:	Date:

TEACHING STRATEGIES, LLC ("TS")
 4500 EAST-WEST HIGHWAY, SUITE 300
 BETHESDA, MARYLAND 20814
 301-634-0818

Customer Name: Hernando County School District
Customer Number: 02A33602
Contact Name: Anna Jensen
Contact Email: jensen_a@hcsb.k12.fl.us
Contact Title: Coordinator of Exceptional Student
 Education Compliance and Due Process

Prepared by: Taylor Thomas
 taylor.t@teachingstrategies.com
 (352) 875-1573
Expiration Date: 07-08-2022
Subscription Term: -

SUMMARY			
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
38165 The Essentials Kit	\$875.00	30	\$26,250.00
		Subtotal:	\$26,250.00
		Shipping:	\$3,150.00
		Tax:	\$0.00
		Total:	\$29,400.00

BILL TO

Billing Client: Hernando County School District
 Billing Street: 919 N Broad St
 Billing City: Brooksville
 Billing State: Florida
 Billing Postal Code: 34601
 Billing Country: United States

SHIP TO

Ship to Org: Hernando County School District
 Ship to Attn: Anna Jensen
 Shipping Address Line 1: 919 N Broad St
 Shipping Address Line 2:
 Shipping Address Line 3:
 Shipping City: Brooksville
 Shipping State: Florida
 Shipping Postal Code: 34601
 Shipping Country: United States
 Shipping Type: Standard

Bookshop Products

Payment of state sales tax for TS products is the responsibility of Customer. TS guarantees your complete satisfaction. If you are not happy with your order within 45 days of the shipment date, you may return the products in their original condition (unmarked, not damaged) for any reason, for a full refund (less shipping charges). All

video and software sales are final. TS is not responsible for returned items that are lost or misdirected.

To return an item, please email support@teachingstrategies.com or call a Customer Support Specialist at 800.637.3652 Option 3 from 8:00 a.m. to 6:00 p.m. ET, Monday through Friday to obtain a Return Authorization Number (RA#) and return-to address. Packages received without a valid RA# are not guaranteed to be accepted and may be returned to sender. The RA# will help us process your return quickly and accurately and it is the only way to ensure you will receive proper credit for your return.

Special Note for Kodo Collection Products: Returns for Kodo classroom material products are processed by Kodo Kids. For information about the Kodo return policies and procedures, please visit: <https://kodokids.com/policies>

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum. <http://www.hernandoschools.org/departments/purchasing/vendor-information>

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
\$		\$		\$		\$		\$		\$

B. Item Currently Not 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
\$		\$		\$		\$		\$		\$

B. Item Currently Not Budgeted -**						
Funding Source	To be included in the 2022-2023 Fiscal Year Budget					
Account Name	IDEA Part B, K-12 Entitlement ARP 2021-2022					
Account Number	4210	5200	5100	9005	85400	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	29,400.00					

Funding Source	To be included in the 2022-2023 Fiscal Year Budget					
Account Name	IDEA Part B, K-12 Entitlement ARP 2021-2022					
Account Number	4210	6100	3100	9005	85400	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	3,190.00					

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input checked="" type="radio"/>
Prior Year Approved Budget:	\$ _____
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 # 22-0674

6/14/2022

Title and Board Action Requested

Approve the purchase of an annual license subscription, onsite training, web training and project management from Insights to Behavior and authorize the purchase for \$83,700.00.

Executive Summary

The Coordinator of Exceptional Student Education on behalf of the Superintendent of Schools, hereby requests the Board to review the Insights to Behavior presentation and approve the purchase of an annual subscription, onsite training, web training and project management. Insights to Behavior is a web based platform to aid administrators, teachers, and district staff in the development of individual behavior plans and progress monitoring of students. This platform also provides behavior related professional development for teachers. Insights to Behavior is a sole source provider.

My Contact

Kelly Downey, Coordinator
Exceptional Student Education
Troy LaBarbara, Director
Exceptional Student Education

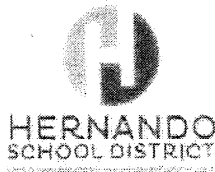
2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is \$83,700.00 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.



Data Security Agreement

This Data Security Agreement (the "Agreement") is made as of 5.5.22 (the "Effective Date"), by and between The School Board of Hernando County, a Florida School Board, with a principle place of business at 919 N. Broad Street, Brooksville, FL 34601 (hereinafter referred to as "HCSD"), and Insight to Behavior a company with a principle place of business at 4420 Avenida de Oke, OK (hereinafter referred to as "Vendor").
73151

Recitals

WHEREAS, HCSD wishes to further safeguard Protected Information from unlawful access and use;

WHEREAS, Vendor may receive or have access to HCSD Protected Information in the course of performance of Other Agreements that the Parties have entered into, or may enter into;

WHEREAS, the Parties both wish to further refine their data protection measures to conform with new and future regulations designed to address the protection of personal information; and

WHEREAS, Prior to, and in consideration of, Vendor's receipt of, or access to, HCSD Protected Information, Vendor is willing to protect HCSD Protected Information as set forth below.

NOW, THEREFORE, for good and sufficient consideration, the Parties agree as follows:

Agreement

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below. Other terms are defined in context.
 - 1.1. **Breach of Security.** The term "Breach of Security" has the meaning set out herein and in applicable law, and as the same may be amended from time-to-time.
 - 1.2. **HCSD Protected Information.** The term "HCSD Protected Information" has the meaning set out in Section 2.1 (Provision of HCSD Protected Information).
 - 1.3. **Confidential Information.** The term "Confidential Information" means confidential or other proprietary information disclosed by HCSD to Vendor, whether orally, visually or in writing, before or after the Effective Date, and whether or not marked or otherwise designated as confidential or proprietary, including, without limitation, specifications, trade secrets, financial information, business plans, product plans, supplier lists, applicant and prospective applicant lists, admissions data and financial information. All reports, analyses, compilations, data, forecasts, studies and other materials which contain or otherwise reflect or are generated or derived from such information are also included in the definition of Confidential Information. Confidential Information includes information and documents in paper or electronic form which may not be released to third parties under law. Notwithstanding the foregoing, the term Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Vendor; (ii) is disclosed by Vendor with the prior written approval of HCSD; (iii) is independently developed by Vendor without use of HCSD's Confidential Information, provided that Vendor substantiates such independent development with contemporaneous documents; or (iv) is intentionally disclosed by HCSD to a third party without restriction on disclosure. This information and includes, but is not limited to education records as that term is defined in, Florida Statutes § 1002.221, 20 U.S.C. § 1232(g), and 34 C.F.R. Part 99.

- 1.4. **Effective Date.** The term "Effective Date" has the meaning set out in the introduction to the Recitals.
- 1.5. **FERPA.** The term "FERPA" means the Family Educational Rights and Privacy Act set forth at 20 U.S.C. § 1232g and the regulations promulgated thereunder at 34 CFR § 99.3, and as the same may be amended from time-to-time.
- 1.6. **Other Agreements.** The term "Other Agreements" means any agreement entered into between the Parties besides this Agreement.
- 1.7. **Party or Parties.** The term "Party" or "Parties" means: (i) HCSD, (ii) Vendor; or (iii) HCSD and Vendor, as the context permits.
- 1.8. **Personal Information.** The term "Personal Information" has the meaning set out in applicable statutes laws and includes, but is not limited to education records as that term is defined in Florida Statutes §1002.221, 20 U.S.C. §1232(g), and 34 C.F.R. Part 99.
- 1.9. **Personally Identifiable Information.** The term "Personally Identifiable Information" means (i) information that could reasonably be used to identify you, including your name, home address, email address, birth date, credit card information, telephone number, or any combination of this information or similar information that could be used to personally identify you, and (ii) any other personally identifiable information from paper and electronic student education records as that term is used in FERPA, and as the same may be amended from time-to-time.
- 1.10. **HCSD Protected Information.** The term "HCSD Protected Information" means, collectively: (i) Personal Information, (ii) Confidential Information; and, (iii) Personally Identifiable Information.
- 1.11. **Services.** The term "Services" means any goods or services that a Party provides to the other Party pursuant to Other Agreements.
2. **HCSD Protected Information; Provision and Use.**
- 2.1. **Provision of HCSD Protected Information.** Throughout the course of performance of a Party's obligations under Other Agreements, Vendor may receive, or obtain access to, HCSD Protected Information from or on the behalf of HCSD, its students and other persons or entities, for the use or benefit of HCSD (collectively, the "HCSD Protected Information"). Vendor hereby acknowledges and agrees that it shall only accept receipt of, or access to, HCSD Protected Information as is necessary for Vendor's performance of its duties and responsibilities pursuant to Other Agreements.
- 2.2. **Vendor Use of HCSD Protected Information; Non-Disclosure.** Vendor hereby acknowledges and agrees to hold HCSD Protected Information in strict confidence, and shall not use or disclose HCSD Protected Information except: (i) as is necessary for Vendor to fulfill its obligations to HCSD under applicable Other Agreements, (ii) as required by law; or (iii) as otherwise authorized in writing by HCSD (collectively, the "Permitted Uses"). Vendor agrees not to use HCSD Protected Information for any purpose other than the Permitted Uses. Notwithstanding anything to the contrary, in no event shall Vendor use or otherwise disclose HCSD Protected Information in a manner that conflicts with HCSD's interests. Vendor shall be entitled to disclose HCSD Protected Information on a need-to-know basis to its employees and sub-Vendors provided such employees and sub-Vendors are bound by non-disclosure obligations no less protective than those set out in this Agreement. Vendor shall not copy, transcribe or record any HCSD Protected Information without HCSD's prior written consent, or as is absolutely necessary to perform the Services.

- 2.3. Disclosure of HCSD Protected Information.** In the event Vendor is required to disclose HCSD Protected Information by law either during or after the Term, Vendor shall promptly notify HCSD in order to provide HCSD an opportunity to seek a protective order or other relief. If, HCSD does not elect to seek, or is unable to obtain, a protective order or other relief, Vendor may disclose the required HCSD Protected Information without liability hereunder; provided, however, that Vendor first gives HCSD written notice of the specific HCSD Protected Information to be disclosed as far in advance of its disclosure as is practicable, and shall use reasonable efforts to obtain assurances that the entity receiving HCSD Protected Information uses at least the same degree of care in safeguarding the disclosed HCSD Protected Information as Vendor is obligated to use pursuant to this Agreement.
- 2.4. Standard of Care.** Vendor hereby represents that it has implemented appropriate measures to protect against the unauthorized release of HCSD Protected Information and agrees that it shall protect all HCSD Protected Information it receives according to commercially acceptable standards, but in no event, less rigorously than it protects its own Protected Information, and not less than reasonable care and diligence.
- 2.5. Ownership of HCSD Protected Information.** Vendor acknowledge and agrees that, as between the Parties, HCSD Protected Information is the sole and exclusive property of HCSD.
- 2.6. No Data Mining; No Marketing.** Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Vendor will not otherwise use any Data to advertise or market to students or their parents. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement.
- 3. Breach.**
- 3.1 Notification of Breach.** In addition to Vendor's responsibilities under the law, Vendor shall immediately upon discovery report to HCSD in writing (i) any Breach of Security involving HCSD Protected Information, or (ii) any use or disclosure of HCSD Protected Information other than the Permitted Uses (each, a "Report"). Vendor shall fully cooperate with HCSD with respect thereto. Each Report shall include, at a minimum: (i) the nature of the unauthorized use or disclosure, (ii) the HCSD Protected Information used or disclosed, (iii) who made the unauthorized use and received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure; and, (vi) any other information, including a written report, as reasonably requested by HCSD.
- 3.2 Incident Response Plan.** Vendor shall have a written incident response plan, to include prompt notification to HCSD in the event of a security or privacy incident, as well as best practices for responding to a breach of HCSD Protected Information and Data. Provider agrees to share its incident response plan upon request. Upon the occurrence of any actual or suspected unauthorized use or disclosure of HCSD Protected Information and Data, Vendor shall take reasonable steps to minimize or mitigate the risk of harmful or potentially harmful effects resulting from said actual or suspected unauthorized use or disclosure.
- 4. HCSD Disclaimer of Warranties.** HCSD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HCSD PROTECTED INFORMATION (AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. **Vendor Indemnification.** Vendor shall indemnify, defend and hold HCSD harmless from and against all claims, actions, suits and proceedings resulting from 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:
- 7.1.1. **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 confidentiality, 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.
- 7.1.2. **Compliance with FERPA.** Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of Personally Identifiable Information from education records as set forth in 34 CFR § 99.00 et seq. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, Personally Identifiable Information from education records except as authorized by the HCSD in writing.
- 7.2. **Order of Precedence for Compliance with Laws.** The Parties acknowledge and agree that Vendor's obligations pursuant to this Agreement may be more onerous than those in an applicable law, rule or regulation. In the event that a particular law, rule or regulation is more protective of HCSD Protected Information than those obligations set out in this Agreement, Vendor shall comply with such law, rule or regulation (in addition to complying with its obligations under this Agreement). In the event that Vendor's obligations under this Agreement are more protective of HCSD Protected Information than those obligations set out in an applicable law, rule or regulation, then Vendor shall comply with its obligations under this Agreement (in addition to complying with the applicable law, rule or regulation).

8. Term and Termination.

8.1. Term. This Agreement shall come into force and effect on the Effective Date and shall continue until terminated pursuant to Section 8.2 (Termination) (the "Term").

8.2. Termination.

8.2.1. Termination for Convenience. HCSD may terminate this Agreement at any time and for any reason upon giving Vendor written notice of such termination.

8.2.2. Termination for Cause. In the event that HCSD reasonably determines that Vendor has breached any of its obligation under this Agreement, HCSD may: (i) immediately terminate this Agreement for cause, (ii) provide Vendor with a notice of breach and, thereafter, provide the Vendor a five (5) day period to cure such breach; or (iii) require Vendor to submit to a plan to better monitor and protect HCSD Protected Information, and to notify HCSD of any breach.

8.2.3. Insolvency. In the event a Party makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it that is not dismissed within sixty (60) days, the other Party shall have the right to terminate this Agreement immediately upon providing written notice of such termination.

8.2.4. Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement shall be without prejudice to HCSD's other rights and remedies pursuant to this Agreement.

9. Effect of Termination.

9.1. Return of HCSD Protected Information. Upon termination or expiration of this Agreement for any reason, all written, electronic or other forms of media in which HCSD Protected Information is embodied along with all copies and extracts thereof, shall forthwith be delivered to HCSD, and all memoranda, notes, reports, designs, plans, schedules, lists and other writings prepared by Vendor based on HCSD Protected Information shall either be immediately delivered to HCSD or destroyed, as HCSD requests. Vendor shall promptly certify to HCSD in writing that it has complied with the requirements of this Section 9.1 (Return of HCSD Protected Information). Vendor acknowledges and agrees to comply with its obligations pursuant to this Section 9.1 (Return of HCSD Protected Information) within thirty (30) days of termination or expiration of this Agreement for any reason, or within such other time as the Parties mutually agree upon.

9.2. Existing Obligations. The termination of this Agreement for any reason shall not relieve either Party of any obligations to the other Party that arose prior to the termination.

9.3. Survival. The following Sections shall survive any termination or expiration of this Agreement:

- Section 2.3 (Disclosure of HCSD Protected Information)
- Section 2.5 (Ownership of HCSD Protected Information)
- Section 5 (Indemnification)
- Section 6 (Limitations on Liability; Consequential Damages Waiver)
- Section 9 (Effect of Termination)
- Section 10 (General)

10. General.

- 10.1. **Independent Vendors.** The Parties to this Agreement are independent Vendors, and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. Personnel supplied by a Party shall work exclusively for that Party and shall not, for any purpose, be considered employees or agents of the other Party.
- 10.2. **Independence of Agreement.** This Agreement is separate from and independent of all other agreements between the Parties.
- 10.3. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law principles. The Parties agree that State and Federal Courts in the judicial districts in which HCSD's principal place of business is located shall have jurisdiction over disputes under this Agreement (to the exclusion of all other forums). The Parties hereby consent to personal jurisdiction and venue in such courts.
- 10.4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld) assign or transfer this Agreement, and any attempt to do so shall be void and of no force and effect, except that a Party hereto may, without the other Party's consent, assign this Agreement to a parent, subsidiary, or purchaser of substantially all the assets or stock, or to a third party with whom such Party is directly or indirectly merged or consolidated. In the case of any permitted assignment set forth above, the assigning Party will provide reasonable 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:

6620 Acorn Dr.
DKC, OK 73151

- 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

Insights to Behavior

By: [Signature]
Name: John Stratton
Title: Superintendent


By: [Signature]
Name: Kenton Levings
Title: President & CEO

Approved as to Form

[Signature]

General Counsel, HCSU

New Software Request Form for Approval and Standardization

Requestor's Name and Cost Center: Kelly Downey
Software Name and Vendor: Insights to Behavior
Approximate Software Cost: 84,000 including training
Administrator's Approval: 

Per the Superintendent's directive, before approval can be given for new software purchases, the following questions must be answered. This process is to support a seamless transition for students and software standardization in the district. The responses will be submitted to the Superintendent, as he will give final approval for the purchase of all new software.

Please be specific and detailed with your responses.

1. How is this software different/similar to other existing software in the district? This program is not available through the district. This program helps to create individualized behavior plans using their functional behavior assessment. This program also provides a progress monitoring tool for teachers. RTIB is the closest thing we have but it does not have the ability to assist with FBA writing and BIP creation.
2. What is the expectation for the teachers/students who use the software? Teachers will access this program to enter daily or weekly progress monitoring. They will not be able to edit the plans or use the assessment tools.
3. What data will be used to support a seamless transition of students from one grade level to the next? I am not clear on this question. I do not know if the program will automatically push kids up to the next grade level or if we will have to alter each student individually.
4. Why was this particular software selected? Recommended by several districts to provide support in the area of behavior post COVID. This also supports the district since Behavior Analysts and School Psychologists are in a critical shortage.
5. What is the expected timeline for implementation? June 1st, 2022. We will purchase the program year to year. It will take 30-45 days for the Insights to Behavior Training to take place, then getting students loaded into the program. Then virtual training will take place for teaching staff so they are prepared to use the platform for entering data.
6. Will there be any support requirements from the TIS Department? This is a hosted solution platform that will need to be accessed via HSCB single sign-on. A file containing Staff names and schools will be required to submit for upload. Student data is a manual process. The system is maintained by the provider.
7. PLEASE ATTACH/SUBMIT ADDITIONAL DOCUMENTATION OR WEBSITE ABOUT THIS SOFTWARE.

<https://insightstobehavior.com/>

ESE is setting up a call with the provider and TIS.

A follow-up software evaluation will be required approximately 3 months after implementation.

Curriculum/School Services
Date: _____

TIS 
Date: 5/11/2022

Superintendent/Designee
Date: 5.16.22 



January 2, 2022

To Whom It May Concern,

This letter is to stipulate that Briton Education LLC is the owner and Insights to Behavior and, as such, is the sole-source provider for this web-based software.

Purchase of Insights to Behavior is only available direct from the publisher/owner.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenton Levings". The signature is fluid and cursive, with a large loop at the end.

Kenton Levings

6620 Acorn Dr Oklahoma City, OK 73151
Insightstobehavior.com
888-542-6265

**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/cmp>, 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.Kachelski@fl.us or (352) 797-7069.

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.

Signed and dated by authorized representative of the Contractor/Vendor as provided below:

Contractor/Vendor:

[Signature]

Approved as to Form

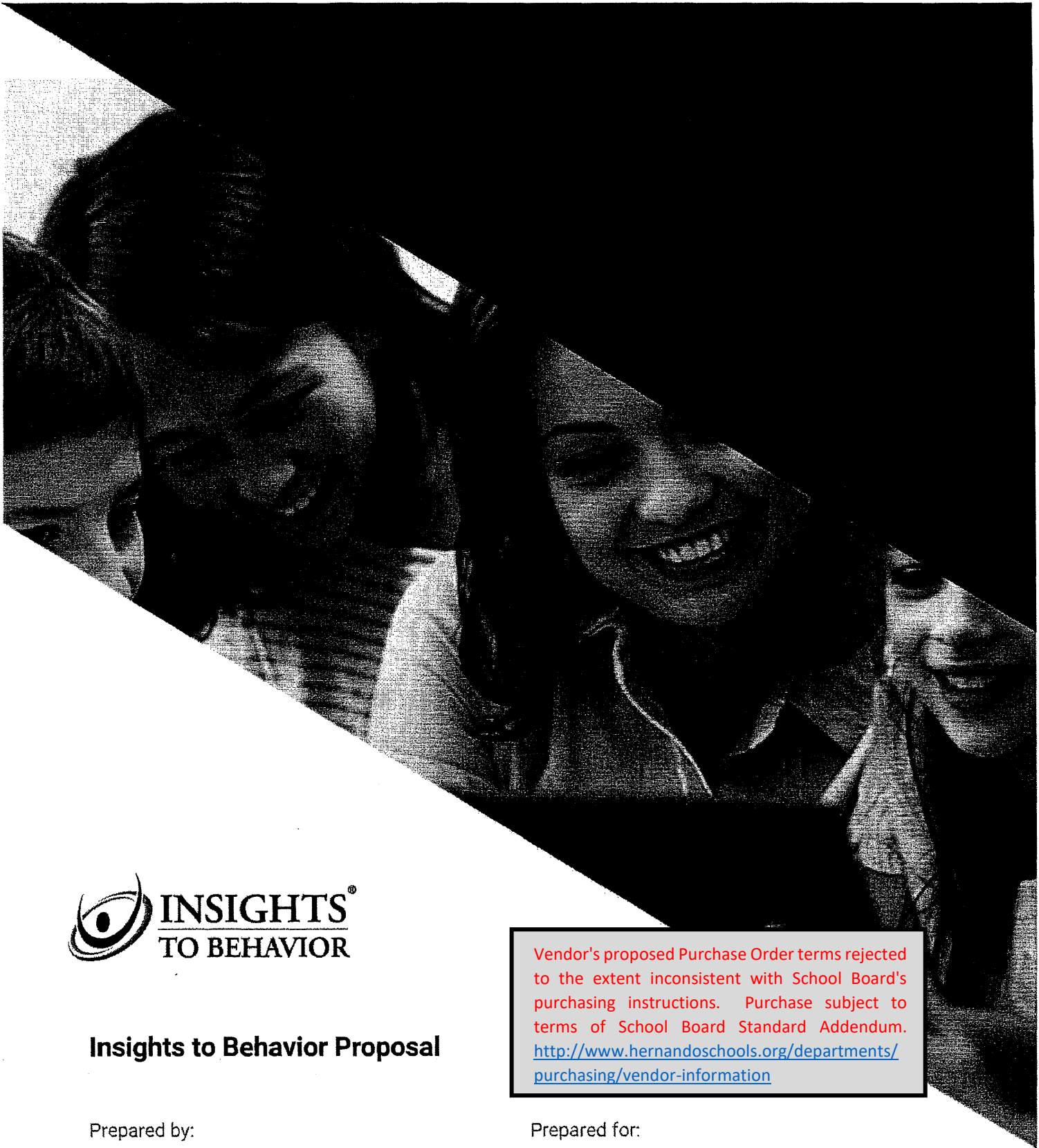
Printed Name: James B. Blundis

Title: CVP

[Signature]

Date: 5-5-22

General Counsel, HCSB



Insights to Behavior Proposal

Prepared by:
Blythe Adreon

badreon@insightstobehavior.com

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum. <http://www.hernandoschools.org/departments/purchasing/vendor-information>

Prepared for:
Hernando County Public Schools
Kelly Downey

Coordinator -Exceptional Student Education
downey_k@hcsb.k12.fl.us

Briton Education dba Insights To Behavior

LICENSE AND SERVICE AGREEMENT

This License and Services Agreement is made on 04 / 28 / 2022 and entered between, **Briton Education LLC** an Oklahoma based company ("ITB") with principal offices at 6620 Acorn Dr, Oklahoma City, OK 73151 and Hernando County Public Schools with principal office at 919 N BROAD ST, BROOKSVILLE, FL 34601.

Licensee Information		Licensee Main Contact Information	
Entity Name:	Hernando County Public Schools	Contact Name(s):	Kelly Downey
Address:	919 N BROAD ST BROOKSVILLEFL34601	Contact Role:	Coordinator -Exceptional Student Education
Account Phone:	(352)797-7000	Phone(s):	(352)797-7000
Account Website:	hcsb.k12.fl.us	Contact Email:	downey_k@hcsb.k12.fl.us

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum.
<http://www.hernandoschools.org/departments/purchasing/vendor-information>

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<http://www.hernandoschools.org/departments/purchasing/vendor-information>

ANNUAL LICENSE SUBSCRIPTION INFORMATION

Agreement Start Date: June 30, 2023

Agreement End Date: July 1, 2024

Offering	Quantity	Unit Price	Extension
Insights to Behavior -District Wide Insights to Behavior - Districtwide include access to behavior plans, training workshops and teacher resources for everyone.	1	\$68,700.00	\$68,700.00
Onsite Training Onsite training that includes one trainer for up to 8 hours. This price includes all travel expenses.	1	\$2,500.00	\$2,500.00
Web Training Web Training Session- Up to 3 Hours Per Training	5	\$500.00	\$2,500.00
Project Management Yr-1 Provide online leadership training, biweekly cohort check-ins, and monthly leadership updates. Allows for site-based support if needed	1	\$10,000.00	\$10,000.00
Grand total			\$83,700.00

Any Special Terms:

Due Date: Upon Receipt

- Agreement Terms:**
- Prices guaranteed not to increase by more than 10% in each year of this agreement.
 - Fees due upon invoice unless otherwise specified.
 - Site licenses are transferable (from one site to another) at the start of each fiscal year with approval from ITB

Licensee shall pay all sales, use and excise taxes, and all other taxes, duties, and, if applicable, levies on imports or exports relating to, or under, this Agreement (exclusive of taxes based on ITB's net income), unless Licensee is exempt from the payment of such taxes and provides ITB or one of its partner organizations with evidence of such exemption. All amounts in this Agreement and any Exhibits included are in US dollars and payable in US dollars. Cancellation of pre-paid agreements will result in full price subscription fees being charged.

By signing below you certify that you have read and agree to the Terms and Conditions and any Addendums of this License and Services Agreement and you further certify that you are authorized to sign this Agreement on behalf of the Subscribing Institution and are hereby committing the Licensee Institution to be bound by this Agreement. **Please return a signed copy to: ITB/Insights To Behavior - Fax: 800-507-2881.**

By signing this agreement, I agree to all Terms and Conditions of this License and Service Agreement

Approved as to Form

Nancy McClain Alfonso

Licensee/Customer

General Counsel, HCSB

Name (Print): _____

Title (Print): _____

Date of Signing: _____

Signature: _____

LICENSE GRANT

The license(s) granted under this Agreement are expressly conditioned on the Licensee's compliance with each of the following conditions:

- a. Only a Licensee staff member who has been provided with a user ID and password is authorized as an "Authorized User" to use Insights To Behavior from any point of access to the Internet.
- b. Authorized Users may use INSIGHTS TO BEHAVIOR with codes provided by ITB, to gain entry into INSIGHTS TO BEHAVIOR for which they have been licensed and neither the Licensee nor any Authorized Users may copy any portion of the INSIGHTS TO BEHAVIOR content except for purposes of creating training materials for internal district use to train users to operate the application.
- c. The Licensee may not copy any portion of INSIGHTS TO BEHAVIOR content, or allow any Authorized Users to copy any portion of INSIGHTS TO BEHAVIOR content, unless expressly permitted in writing by ITB.
- d. Only Licensee and Licensee's Authorized Users are permitted to access INSIGHTS TO BEHAVIOR. Licensee shall assure that all use by Authorized Users of INSIGHTS TO BEHAVIOR shall be pursuant to the terms and conditions of this Agreement.
- e. Licensee may not resell, transfer, assign, sublicense, pledge, lease, rent or share INSIGHTS TO BEHAVIOR or their rights to access INSIGHTS TO BEHAVIOR hereunder or disclose any portion of INSIGHTS TO BEHAVIOR content to any third party, unless expressly permitted under this Agreement or with prior written permission from ITB.
- f. Licensee shall comply to the terms as they appear in this agreement and not change, modify, disassemble, decompile, "unlock," reverse engineer or in any manner decode the system.
- g. This Agreement will be governed by the laws of Florida without regard to its conflict of laws principles. The parties waive all rights to object to venue in said courts. In the event that any provision or provisions of this Agreement will be held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties.

- h. **Security of Confidential Personal Information.** In the event of a breach of security of a system maintained by ITB, ITB shall notify the District in accordance with Florida Statutes §501.171(6).
- i. **Compliance with School Code.** ITB agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time.
- j. **Compliance with Board Policies.** ITB agrees to comply with all applicable District contracting and procurement policies and procedures.

The data used in the Licensee's application of the INSIGHTS TO BEHAVIOR software is the exclusive property of the Licensee. ITB will not use any of this data, outside of supporting the Licensee's, without written permission from Licensee. In addition ITB will take reasonable steps, consistent with the sensitivity of the data, and to be consistent with ITB's Privacy Policies.

Purchase Order Details

Briton Education dba Insights to Behavior

6620 Acorn Dr

Oklahoma City, OK 73151

email: accounting@insightstobehavior.com or to your account manager

Fax: 800-507-2881

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum. <http://www.hernandoschools.org/departments/purchasing/vendor-information>

Key Contacts

Vendor's proposed Purchase Order terms rejected to the extent inconsistent with School Board's purchasing instructions. Purchase subject to terms of School Board Standard Addendum.
<http://www.hernandoschools.org/departments/purchasing/vendor-information>

COMPANY INFORMATION

Company Name Hernando County Public Schools

Street Address 919 N BROAD ST

City BROOKSVILLE

State/Province FL

Zip 34601

Company Phone (352)797-7000

Web Address hcsb.k12.fl.us

INVOICING

Contact name for invoicing

Email for invoicing

Phone for invoicing

IMPLEMENTATION POINT PERSON

Who on your team will lead implementation

Title

Email

Work Phone

Cell Phone

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		To be included in the 2022-2023 Fiscal Year Budget								
Account Name		IDEA Part B, K-12 Entitlement ARP 2021-2022								
Account Number		4210	5200	6910	9005	85400				
		Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$	83,700.00								

Funding Source										
Account Name										
Account Number		Fund	Function	Object	Cost Center	Project	Sub Project			
Amount	\$									

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input checked="" type="radio"/>
Prior Year Approved Budget:	\$
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 # 22-0675

6/14/2022

Title and Board Action Requested

Approve the amendment to Bid #19-485-03 RN: Toilet Paper/Paper Towels, awarded to Buckeye Cleaning Center and approve the purchases for an estimated \$250,000 annually.

Executive Summary

The Manager of Warehouse, Property Control, Printing and Records, on behalf of the Superintendent of Schools, hereby requests the approval to amend the current award of the BID #19-485-03 RN, Toilet Paper/Paper Towels.

The original awarded item has been discontinued and is being replaced with Buckeye Item #401098, toilet paper tissue jumbo 2 ply at \$33.97/case. Also, this amendment include price adjustment to items #3 and #5 due to market conditions.

My Contact

Genele Firlik

Manager of Warehouse, Property Control, Printing and Records

firlik_g@hcsb.k12.fl.us

352-797-7061 ext. 436

Brian Ragan

Director of Facilities and Construction

Ragan_b@hcsb.k12.fl.us

352-797-7050, ext. 428

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$ 250,000, 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.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

June 14, 2022

Bid No. 19-485-03 RN

Bid Title: Toilet Paper/Paper Towels

Recommend approval of this agenda item under the specific category below:

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input checked="" type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Piggyback Cooperative | | | |

Bid Contract Period: 11/19/2021 through 11/18/2022

☐ N/A – One Time Purchase

Amended: 06/14/2022 through 11/18/2022

Contract Type:

☐ Estimated
Dollar Amount

☐ Firm, Fixed
Dollar Amount

☒ Firm, Fixed
Unit Prices

☐ Firm, Fixed Hourly Rates, Fees
and/or Percentages

Renewal Options:

No. of Terms
Remaining

☐ Length of
Each Term (month)

☐ Length of
Each Term (year)

☒ None

Rationale/Reason: 6/14/2022 – Contract amended to replace item #1 – Jumbo Toilet Tissue (Tork #TJ1212A), which has been discontinued and allow for the adjustment in pricing for items #3 & #5.

**Bidders Electronically
Downloaded From Public
Purchase Website:** n/a

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

☒ **N/A – Bids Not
Required: Renewal**

Submitted By: Joyce McIntyre
Director of Finance & Purchasing

School(s): District Wide

Requested By: Genele Firlik
Manager of Warehouse, Property Control
Printing & Records

Department(s): Warehouse

Recommended award by vendor, description of item/service and prices: (See attached)

T/C CODE: 1903

Buckeye Cleaning Center of Tampa (V-42279)

Item #	SDC Stock # (Internal Use Only)	Description	Case/Box Packaging	Unit Price
1.	020059	Jumbo Toilet Tissue, Single Roll 2 Ply, White 2000, Product Code: 401098 (6 rolls per case)	1 Case	\$33.97
2.	020058	Dispenser, Jumbo Toilet Tissue Single Roll. Black. Brand: Tork #67TR	1 Dispenser	\$ 0.00
3.	020056	Tissue Toilet Single Roll, Single Ply. Brand: Tork Opticore #112990	1 Case	\$51.86
4.	020055	Dispenser, Toilet Paper. Hold 2 Single Rolls Side By side. Black. Brand: Tork Twin Bath Tissue Opticore #565728	1 Dispenser	\$ 0.00
5.	020351A	Towels, Round Roll Paper. Brand: Tork #7171300	1 Case	\$44.64
6.	020061	Dispenser, Round Roll Towel. Brand: Tork #772728	1 Dispenser	\$ 0.00

A. Item Currently Budgeted -**General Fund/Special Revenue Fund (2022-2023 Budget Year)**

Account Name						
Account Number	110/411	510/760/790	510/513/570/580	Various	401/M2370	
	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 -****2022-2023 Budget Year**

Funding Source						
Account Name	General Fund/Special Fund					
Account Number	110/441/411	510/760/790	510/513/570/580	Various	401/M2370	
	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: \$ **250,000.00**Prior Year Actual Spent: \$ **375,220.25**

** 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 # 22-0676

6/14/2022

Title and Board Action Requested

Approve Piggybacking the School District of Palm Beach County, Florida, Solicitation #21C-49P, Wireless Classroom Sound Field Enhancement with Security Capabilities, awarded to Audio Enhancement and authorize the purchase for an amount of \$3,338,818.89.

Executive Summary

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board approve the Piggyback of the School District of Palm Beach County, Florida, Solicitation #21C-49P, Wireless Classroom Sound Field Enhancement with Security Capabilities, awarded to Audio Enhancement and authorize the purchase for \$3,338,818.89. HCSB Bid #22-803-58 PB has been assigned for internal tracking purposes.

My Contact

Gina Michalicka

Assistant Superintendent of Teaching and Learning

352-797-7000

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is \$ 3,338,818.89, 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 # 22-0677

6/14/2022

Title and Board Action Requested

Approve the agreement and authorize the purchase of pre-construction services for Fox Chapel Middle School HVAC Replacement, from The A. D. Morgan Corporation, for an estimated budget of \$3,500,000.00. At this time, we request approval of the purchase of \$35,000.00 (using ESSER 3 funds) in pre-construction services which is one percent of the estimated budget.

Executive Summary

The Director of Facilities and Construction, on behalf of the Superintendent of Schools, hereby requests the Board the agreement and authorize the purchase of pre-construction services for Fox Chapel Middle School HVAC Replacement, from The A. D. Morgan Corporation, for an estimated budget of \$3,500,000.00. At this time, we request approval of the purchase of \$35,000.00 in pre-construction services which is one percent of the estimated budget.

The construction cost for this project is estimated to be \$3,500,000.00. Upon completion of pre-construction phase services, this agreement will be modified by a guaranteed maximum price amendment to establish the total cost of the work.

The A. D. Morgan Corporation has been pre-qualified to provide construction management services on a continuing services basis under RFQ No. 9009-234-2103, approved by the Board on 4-13-21, as Agenda Item #4809.

My Contact

Brian Ragan
Director of Facilities & Construction
ragan_b@hcsb.k12.fl.us
(352) 797-7050

Jim Lipsey
Manager of Planning, Design and Construction
lipsey_j@hcsb.k12.fl.us
(352) 797-7050

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$35,000.00, 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 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

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

AGREEMENT made as of the Fourteenth day of June in the
year Two-thousand twenty-two
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

School District of Hernando County Florida
8016 Mobley Rd.
Brooksville, FL 34601

and the Construction Manager:
(Name, legal status, address, and other information)

The A.D. Morgan Corporation
716 N. Renellie Drive
Tampa, FL 33699

for the following Project:
(Name, location, and detailed description)

Fox Chapel Middle School HVAC Replacement
9412 Fox Chapel Lane, Spring Hill, FL 34606

Major HVAC equipment replacement using ESSER3 Federal grant funds

The Architect:
(Name, legal status, address, and other information)

OCI Associates Inc.
600 S. Orlando Avenue
Maitland, FL 32751

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 and Construction Manager agree as follows.

Init.

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EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As established by the Architect/Engineer of Record

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Owner's Total Construction Budget:	\$ 3,500,000
Less 1% for Preconstruction Phase Services:	\$ 35,000
Guaranteed Maximum Price Budget:	\$ 3,465,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

To be established upon execution of the GMP Amendment

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Phasing, if any, shall be as stipulated in the Construction Documents.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Construction Manager shall plan the Work to avoid disruption of teaching and learning. The Constuction Manager shall schedule the Work with the input of the school principal and/or site administrator and the Facilities Representative, to ensure that work activities are coordinated with the school's schedule.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Brian Ragan
Director of Facilities & Construction
8016 Mobley Road
Brooksville, FL 34601

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
Architect's Sub-Consultant (If required)
- .2 Civil Engineer:
Architect's Sub-Consultant (If required)
- .3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)
Architect's Sub-Consultant

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Amir Kazeminia, PE
President/CEO
600 S. Orlando Ave.
Maitland, FL

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Matthew D'Amaddio
716 N. Renellie Drive
Tampa, FL 33699

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager is expected to represent the Owner's interest in soliciting competitive bids, including:
A) Soliciting a sufficient number of bids to ensure that at least three (3) bids are submitted for each bid package;
B) Obtaining prior approval from the Owner for any Work that the CM proposes to self-perform; C) Obtaining a minimum of three (3) bids for each bid package, unless exempted elsewhere in this Agreement; D) Delaying the opening of bids for any bid package until three (3) or more bids are received, unless Owner directs otherwise.

§ 1.1.15 Other Initial Information on which this Agreement is based:

Construction Manager may be required to procure materials by means of the Owner's Direct Purchase Program. This project is funded by a Federal ESSER 3 grant and all grant stipulations shall apply to this contract including compliance with the Davis-Bacon act. Construction Manager to submit all required reports and comply fully with the ESSER 3 requirements

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and

supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the

Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and

coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Basis for compensation shall be the actual time spent multiplied by the hourly billing rates stated in Article 5.1.2, plus the actual cost for materials, plus two-percent (2%) for overhead and profit. Construction Manager shall furnish a detailed accounting of time and materials when submitting a request for payment for Preconstruction Services. Total compensation for Preconstruction Phase Services shall not exceed one percent (1%) of the Owner's Total Construction Budget identified in Article 1.1.3.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
Project Executive	Weekly \$6,149.00 /Hourly \$154.00
Project Manager	Weekly \$3,968.00/Hourly \$99.00
Assistant Project Manager	Weekly \$2,929.00/Hourly \$73.00
Superintendent	Weekly \$3,260.00/Hourly \$82.00
Assistant Superintendent	Weekly \$2,929.00/Hourly \$73.00
Preconstruction Manager	Weekly \$3,600.00/Hourly \$90.00

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

2.00 % Two-percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

\$25,000 - \$100,000	10.00% - 9.50%	\$600,000 - \$750,000	6.50% - 5.50%	\$3.0M - \$4.0M	4.50% - 4.25%
\$100,000 - \$200,000	9.50% - 9.00%	\$750,000 - \$1.0M	5.50% - 5.25%		
\$200,000 - \$300,000	9.00% - 8.00%	\$1.0M - \$1.5M	5.25% - 5.00%		
\$300,000 - \$400,000	8.00% - 7.00%	\$1.5M - \$2.0M	5.00% - 4.75%		
\$400,000 - \$600,000	7.00% - 6.50%	\$2.0M - \$3.0M	4.75% - 4.50%		

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall not be adjusted for changes in Work, including contingency expenditures, unless the amount of the GMP has been increased or decreased by a Change Order. Any adjustments of the Construction Manager's Fee shall be clearly identified in the Change Order and shall be commensurate with the percentages of the Cost of the Work stated in Article 6.1.2.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

For each Subcontractor or Sub-subcontractor, for Work performed by that Subcontractor's or Sub-subcontractor's own forces: Total OH&P = Ten percent (10%) of the cost of the Work. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors: Total OH&P = Five percent (5%) of the amount due the Sub-subcontractor. No further tiering of Sub-subcontractors' overhead and profit shall be allowed for increases in the cost of the Work.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed

One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Zero dollars (\$0.00)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including

the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period shall end on the 25th day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage shall not be reduced prior to Substantial Completion of the entire Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Final Payment shall be made within 10 days following Final Acceptance of the project at a regularly scheduled meeting of the Hernando County School Board. All close out documents, warranties, inspections, etc. must be approved & completed prior to issuance of final payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

2.00 % Two percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that

would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Zero Dollars (\$0.00)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builder's Risk	Per attached Exhibit 'C'
Other Insurance Requirements	Per attached Exhibit 'C'

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 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
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☒ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA-A133 GMP Amendment	Exhibit 'A'	2019	5
AIA-A133 Insurance and Bonds	Exhibit 'B'	2019	8
HCSB Insurance and Bonds	Exhibit 'C'	11-09-2020	6
HCSB Standard Addendum	Exhibit 'D'	January 2021	5

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

[Handwritten Signature]
John K. K... VP OPS

Init.

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the _____ day of _____ in the year _____, 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 Fourteenth day of June 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)

Fox Chapel Middle School HVAC Replacement
9412 Fox Chapel Lane, Spring Hill, FL 34606

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)

The A.D. Morgan Corporation
716 N. Renellie Drive
Tampa, FL 33699

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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed

(\$), 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.)

§ 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
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§ 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
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§ 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)
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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.)

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:

§ 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

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
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§ 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
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
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AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the _____ day of _____ in the year _____

(In words, indicate day, month and year.)

for the following **PROJECT**:

(Name and location or address)

Fox Chapel Middle School HVAC Replacement
9412 Fox Chapel Lane, Spring Hill, FL 34606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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)

The A.D. Morgan Corporation
716 N. Renellie Drive
Tampa, FL 33699

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ **§ B.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ **§ B.2.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ **§ B.2.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ **§ B.2.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse, and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☒ **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

- ☐ **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- ☐ **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Guaranteed Maximum Price
Performance Bond	100% of Guaranteed Maximum Price

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Construction Manager shall maintain insurance as set forth in "Exhibit C - Construction Contractor's Insurance and Bond Requirements." If there are conflicts between requirements in this Exhibit and Exhibit C, the most stringent requirement shall apply.

**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.

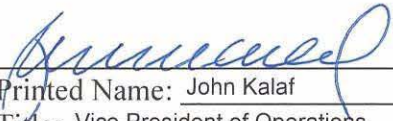
Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this

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.

Signed and dated by authorized representative of the Contractor/Vendor as provided below:

Contractor/Vendor:



Printed Name: John Kalaf

Title: Vice President of Operations

Date: May 25, 2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

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

The A.D. Morgan Corporation

Company Name

John Kalaf

Print Name

716 N. Renellie Drive

Business Address

Tampa, FL 33609

City, State, Zip Code

SECTION II

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)*

Approved as to form

Nancy McClain Alfonso

General Counsel, HCSB

Name

Title or Position

Name

Title or Position

Signature of Officer/Agent authorized

Company Name

Print Name

Business Address

City, State, Zip Code

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 REMEDIES:

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.

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.

**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): The A.D. Morgan Corporation

Date: 05/25/2022

Authorized Signature: _____

Printed Name: _____

John Kalaf

Title: _____

V.P of Operations

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Agenda 22-0673 FCMS HVAC Replacement

Complete Section A or B; and C

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

A. Item Currently Budgeted -										
ESSER 3										
Account Name										
Account Number		4450	7400	6800	9500	99930				
		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
\$ 35,000.00		\$ 0.00		\$ 0.00		\$ 35,000.00		\$ 35,000.00		\$ 0.00

Account Name										
Account Number										
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$		\$		\$		\$		\$		\$

B. Item Currently Not Budgeted -**									
Funding Source									
Account Name									
Account Number									
		Fund	Function	Object	Cost Center	Project	Sub Project		
Amount \$									

Funding Source									
Account Name									
Account Number									
		Fund	Function	Object	Cost Center	Project	Sub Project		
Amount \$									

C. History	
Check one:	
Prior Year Budget:	<input type="radio"/>
New for Current Year:	<input checked="" type="radio"/>
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 # 22-0680

6/14/2022

Title and Board Action Requested

Approve the purchase and issue a purchase order in an estimated amount of \$1,237,400.00 for OKIN Process Inc.

Executive Summary

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board approve the purchase and issue a purchase order in an estimated amount of \$1,237,400.00 for OKIN Process, Inc., an online tutoring company which allows students in grades 4-12 24/7 access to homework assistance in core courses. Okin is the only provider who offers both homework assistance and targeting tutoring.

This two-year agreement will cost \$618,700 annually with auto renew unless either party provides ninety (90) days written notice of non-renewal.

My Contact

Gina Michalicka
Assistant Superintendent of Teaching and Learning
352-797-7000, 404
Michalicka_g@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is \$1,237,400.00, 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.

Scope & Order Form

H-44872

Prepared by:

OKIN Process, Inc.



Prepared for:

Hernando County School District

Okinprocess.com

Educator-as-a-Service.com

OKIN Process, Inc.

7965 Kennedy Hill

San Antonio, TX

78235

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Submitted on May 23, 2022

Confidentiality Agreement

Through the provision of this document by OKIN Process, Inc to Hernando County School District, each party to this Agreement may have access to confidential information concerning the methodologies and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement. The obligations of this paragraph shall not apply in the event such information is already public or becomes available to the public through no breach of this Agreement by the receiving party; or, such information is lawfully received without obligation of confidentiality from a third party who is free to disclose such information to the receiving party; or, such information is independently developed by or on behalf of the receiving party; or, such information is required to be disclosed by the receiving party to a governmental agency or a court having proper jurisdiction. If such a requirement is made, the receiving party shall give the disclosing party reasonable notice to enable the disclosing party to try to protect the confidentiality of the confidential information.

DUE TO THE CONFIDENTIAL AND PROPRIETARY NATURE OF THIS DOCUMENT, WE REQUIRE THAT IT NOT BE DISTRIBUTED OR DISCLOSED TO THIRD PARTIES WITHOUT THE EXPRESS WRITTEN CONSENT OF OKIN PROCESS, INC.

The enclosed material is proprietary to OKIN Process, Inc. This document is the copyright of OKIN Process, Inc. Neither this publication nor any part of this publication may be photocopied or reduced to any electronic medium or machine-readable form without the express written consent of OKIN Process, Inc.

OKIN Process, Inc. is a subsidiary of OKIN Group.

1. Scope of Services

a. Homework Helpline

Homework Helpline

OKIN will provide unlimited access to the EaaS Homework Helpline during the school year months. The Homework Helpline is a proprietary platform that leverages technology, such as intelligent call routing underpinned by Machine Learning and Sentiment Analysis to support Social Emotional Learning (SEL). The Homework Helpline channels include phone, chat, and video. Homework Helpline includes multilingual support, including Spanish.

Coverage

Grades 4-12 Core Subjects

Weekdays (Mon-Fri): 24 hours a day and 7 days a week (24x7)

Weekends (Sat-Sun): 24 hours a day and 7 days a week (24x7)

b. Targeted Tutoring Sessions

Tutoring

OKIN will provide 1:1 and small group tutoring sessions that can also be scheduled by administrators and teachers to provide ongoing support in specific areas of academic need. Small group sessions may consist of up to 1:5 classroom-style tutoring sessions. Tutoring sessions can take place online or in a hybrid environment where students are in a classroom and the tutor joins remotely.

Coverage

Grades 4-12 Core Subjects

Weekdays (Mon-Fri): 8:00am-5:00pm Eastern Time (ET)

c. Reporting

Progress Tracking and Reporting

The Homework Helpline includes advanced reports based on EaaS best practices and custom reports, such as student engagement, question queue heat mapping and mean time to resolution. APIs are readily available to output reporting data for archiving and management.

Post-Session Reporting:

Students, parents, teachers, and counselors can instantly receive an email confirmation:

- Email can include the call recording or chat transcript
- Email includes high-level overview of the topics discussed and progress made

Educator view:

- See previous interactions a student has had with the Homework Helpline
- View student information:
 - View basic information (Student ID, School, Grade Level)
 - Use an iframe to view secure SIS information
- View student schedule
- Drill down into subjects

2. Order Form

a. Overview of Agreement

This Agreement is hereby entered into between OKIN Process, Inc., and Hernando County School District. OKIN Process shall perform the Services described herein, in accordance with the policies and procedures of Hernando County School District. The Agreement Term shall be a period of two (2) years, commencing on the Effective Date of June 1, 2022, and ending on May 31, 2024. This Agreement will automatically renew at 12:00 a.m. Eastern Time (ET) on the anniversary of the Effective Date unless either party provides ninety (90) days written notice of non-renewal.

Upon execution of the Standard Addendum to Agreements with the Hernando County School Board, the annual price will be invoiced to Hernando County School District and shall be paid in full, without deduction or setoff, in United States Dollars (USD), no later than thirty (30) days from the date of invoice receipt by Hernando County School District. The two (2) year Agreement Term will include unlimited Homework Helpline access during calendar school year months and targeted tutoring sessions year-round.

Onboarding and learning management system integration activities will last for a period of four to six (4-6) weeks.

b. Pricing

Service	Number of students & sessions	Price per student per year (USD)	Annual payment (USD)
Homework Helpline	15,755 students	\$39.27	\$618,700
Targeted Tutoring	5,600 sessions	\$0	\$0
Total contract price:			\$1,237,400

c. Termination Procedures

Termination for Convenience: Both Parties will have the option annually to terminate this Agreement for convenience with written notice at least ninety (90) days prior to the end of the contract year and to be effective on the last day of the contract year (only applicable to multi-year contracts).



7965 Kennedy Hill
San Antonio, TX 78235

T: +1 210 966 4203
E: saoffice@us.okinbps.com

January 2022

Dear Educator:

Thank you for your interest in our comprehensive digital education solutions. OKIN Process is a global corporation with principal offices in San Antonio, Texas and Prague, Czech Republic.

The company is the single source vendor in the United States for the following:

- Educators-as-a-Service (EaaS)
- The Homework Helpline.
- Tutoring Solutions on the EaaS Platform
- Educator Staffing Solutions on the EaaS Platform

The software and related services offered by OKIN Process are owned, developed, and published as a package exclusively by the company. OKIN Process owns all intellectual property rights, title and interest pertaining to its respective products (including but not limited to copyright, trademark, and trade secret rights). Additionally, OKIN Process may offer the works of third parties under licenses allowing for the integration of such materials into the company's products, as applicable.

For more information, please contact OKIN Process at (210) 966-4203 or visit our website at www.okinprocess.com.

Sincerely,

Vincent Sciotto

Vincent Sciotto
Chief Innovation Officer

Making your
operations
work better.

**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.

Signed and dated by authorized representative of the Contractor/Vendor as provided below:

Contractor/Vendor:

DocuSigned by:

Thomas R Demarest

Approved as to Form

Printed Name: Tom Demarest

Nancy McClain Alfonso

Title: CEO - OKIN Process

General Counsel, HCSB

Date: 05/10/2022



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 REMEDIES:

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.



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.



**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): OKIN Process, Inc

Date: 5/25/2022

Authorized Signature: Thomas R. Demarest

Printed Name: Thomas R. Demarest

Title: CEO

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB



HERNANDO SCHOOL DISTRICT

Data Security Agreement

This Data Security Agreement (the "**Agreement**") is made as of 05/10/2022 (the "**Effective Date**"), by and between The School Board of Hernando County, a Florida School Board, with a principle place of business at 919 N. Broad Street, Brooksville, FL 34601 (hereinafter referred to as "**HCSD**"), and OKIN Process Inc., a managed service provider with a principle place of business at 7965 Kennedy Hill Dr. (hereinafter referred to as "**Vendor**").
San Antonio, TX. 78235

Recitals

WHEREAS, HCSD wishes to further safeguard Protected Information from unlawful access and use;

WHEREAS, Vendor may receive or have access to HCSD Protected Information in the course of performance of Other Agreements that the Parties have entered into, or may enter into;

WHEREAS, the Parties both wish to further refine their data protection measures to conform with new and future regulations designed to address the protection of personal information; and

WHEREAS, Prior to, and in consideration of, Vendor's receipt of, or access to, HCSD Protected Information, Vendor is willing to protect HCSD Protected Information as set forth below.

NOW, THEREFORE, for good and sufficient consideration, the Parties agree as follows:

Agreement

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below. Other terms are defined in context.
 - 1.1. **Breach of Security.** The term "**Breach of Security**" has the meaning set out herein and in applicable law, and as the same may be amended from time-to-time.
 - 1.2. **HCSD Protected Information.** The term "**HCSD Protected Information**" has the meaning set out in Section 2.1 (Provision of HCSD Protected Information).
 - 1.3. **Confidential Information.** The term "**Confidential Information**" means confidential or other proprietary information disclosed by HCSD to Vendor, whether orally, visually or in writing, before or after the Effective Date, and whether or not marked or otherwise designated as confidential or proprietary, including, without limitation, specifications, trade secrets, financial information, business plans, product plans, supplier lists, applicant and prospective applicant lists, admissions data and financial information. All reports, analyses, compilations, data, forecasts, studies and other materials which contain or otherwise reflect or are generated or derived from such information are also included in the definition of Confidential Information. Confidential Information includes information and documents in paper or electronic form which may not be released to third parties under law. Notwithstanding the foregoing, the term Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Vendor; (ii) is disclosed by Vendor with the prior written approval of HCSD; (iii) is independently developed by Vendor without use of HCSD's Confidential Information, provided that Vendor substantiates such independent development with contemporaneous documents; or (iv) is intentionally disclosed by HCSD to a third party without restriction on disclosure. This information and includes, but is not limited to education records as that term is defined in, Florida Statutes § 1002.221, 20 U.S.C. § 1232(g), and 34 C.F.R. Part 99.

- 1.4. **Effective Date.** The term "**Effective Date**" has the meaning set out in the introduction to the Recitals.
 - 1.5. **FERPA.** The term "**FERPA**" means the Family Educational Rights and Privacy Act set forth at 20 U.S.C. § 1232g and the regulations promulgated thereunder at 34 CFR § 99.3, and as the same may be amended from time-to-time.
 - 1.6. **Other Agreements.** The term "**Other Agreements**" means any agreement entered into between the Parties besides this Agreement.
 - 1.7. **Party or Parties.** The term "**Party**" or "**Parties**" means: (i) HCSD, (ii) Vendor; or (iii) HCSD and Vendor, as the context permits.
 - 1.8. **Personal Information.** The term "**Personal Information**" has the meaning set out in applicable statutes laws and includes, but is not limited to education records as that term is defined in Florida Statutes §1002.221, 20 U.S.C. §1232(g), and 34 C.F.R. Part 99.
 - 1.9. **Personally Identifiable Information.** The term "**Personally Identifiable Information**" means (i) information that could reasonably be used to identify you, including your name, home address, email address, birth date, credit card information, telephone number, or any combination of this information or similar information that could be used to personally identify you, and (ii) any other personally identifiable information from paper and electronic student education records as that term is used in FERPA, and as the same may be amended from time-to-time.
 - 1.10. **HCSD Protected Information.** The term "**HCSD Protected Information**" means, collectively: (i) Personal Information, (ii) Confidential Information; and, (iii) Personally Identifiable Information.
 - 1.11. **Services.** The term "**Services**" means any goods or services that a Party provides to the other Party pursuant to Other Agreements.
2. **HCSD Protected Information; Provision and Use.**
- 2.1. **Provision of HCSD Protected Information.** Throughout the course of performance of a Party's obligations under Other Agreements, Vendor may receive, or obtain access to, HCSD Protected Information from or on the behalf of HCSD, its students and other persons or entities, for the use or benefit of HCSD (collectively, the "**HCSD Protected Information**"). Vendor hereby acknowledges and agrees that it shall only accept receipt of, or access to, HCSD Protected Information as is necessary for Vendor's performance of its duties and responsibilities pursuant to Other Agreements.
 - 2.2. **Vendor Use of HCSD Protected Information; Non-Disclosure.** Vendor hereby acknowledges and agrees to hold HCSD Protected Information in strict confidence, and shall not use or disclose HCSD Protected Information except: (i) as is necessary for Vendor to fulfill its obligations to HCSD under applicable Other Agreements, (ii) as required by law; or (iii) as otherwise authorized in writing by HCSD (collectively, the "**Permitted Uses**"). Vendor agrees not to use HCSD Protected Information for any purpose other than the Permitted Uses. Notwithstanding anything to the contrary, in no event shall Vendor use or otherwise disclose HCSD Protected Information in a manner that conflicts with HCSD's interests. Vendor shall be entitled to disclose HCSD Protected Information on a need-to-know basis to its employees and sub-Vendors provided such employees and sub-Vendors are bound by non-disclosure obligations no less protective than those set out in this Agreement. Vendor shall not copy, transcribe or record any HCSD Protected Information without HCSD's prior written consent, or as is absolutely necessary to perform the Services.

- 2.3. Disclosure of HCSD Protected Information.** In the event Vendor is required to disclose HCSD Protected Information by law either during or after the Term, Vendor shall promptly notify HCSD in order to provide HCSD an opportunity to seek a protective order or other relief. If, HCSD does not elect to seek, or is unable to obtain, a protective order or other relief, Vendor may disclose the required HCSD Protected Information without liability hereunder; provided, however, that Vendor first gives HCSD written notice of the specific HCSD Protected Information to be disclosed as far in advance of its disclosure as is practicable, and shall use reasonable efforts to obtain assurances that the entity receiving HCSD Protected Information uses at least the same degree of care in safeguarding the disclosed HCSD Protected Information as Vendor is obligated to use pursuant to this Agreement.
- 2.4. Standard of Care.** Vendor hereby represents that it has implemented appropriate measures to protect against the unauthorized release of HCSD Protected Information and agrees that it shall protect all HCSD Protected Information it receives according to commercially acceptable standards, but in no event, less rigorously than it protects its own Protected Information, and not less than reasonable care and diligence.
- 2.5. Ownership of HCSD Protected Information.** Vendor acknowledge and agrees that, as between the Parties, HCSD Protected Information is the sole and exclusive property of HCSD.
- 2.6. No Data Mining; No Marketing.** Vendor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Vendor will not otherwise use any Data to advertise or market to students or their parents. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement.
- 3. Breach.**
- 3.1 Notification of Breach.** In addition to Vendor's responsibilities under the law, Vendor shall immediately upon discovery report to HCSD in writing (i) any Breach of Security involving HCSD Protected Information, or (ii) any use or disclosure of HCSD Protected Information other than the Permitted Uses (each, a "Report"). Vendor shall fully cooperate with HCSD with respect thereto. Each Report shall include, at a minimum: (i) the nature of the unauthorized use or disclosure, (ii) the HCSD Protected Information used or disclosed, (iii) who made the unauthorized use and received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure; and, (vi) any other information, including a written report, as reasonably requested by HCSD.
- 3.2 Incident Response Plan.** Vendor shall have a written incident response plan, to include prompt notification to HCSD in the event of a security or privacy incident, as well as best practices for responding to a breach of HCSD Protected Information and Data. Provider agrees to share its incident response plan upon request. Upon the occurrence of any actual or suspected unauthorized use or disclosure of HCSD Protected Information and Data. Vendor shall take reasonable steps to minimize or mitigate the risk of harmful or potentially harmful effects resulting from said actual or suspected unauthorized use or disclosure.
- 4. HCSD Disclaimer of Warranties.** HCSD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HCSD PROTECTED INFORMATION (AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

- 5. Vendor Indemnification.** Vendor shall indemnify, defend and hold HCSD harmless from and against all claims, actions, suits and proceedings resulting from 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:
- 7.1.1. 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 confidentiality, 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.
- 7.1.2. Compliance with FERPA.** Vendor hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of Personally Identifiable Information from education records as set forth in 34 CFR § 99.00 et seq. Vendor further acknowledge and agrees that it shall maintain the confidentiality, and shall not re-disclose, Personally Identifiable Information from education records except as authorized by the HCSD in writing.
- 7.2. Order of Precedence for Compliance with Laws.** The Parties acknowledge and agree that Vendor's obligations pursuant to this Agreement may be more onerous than those in an applicable law, rule or regulation. In the event that a particular law, rule or regulation is more protective of HCSD Protected Information than those obligations set out in this Agreement, Vendor shall comply with such law, rule or regulation (in addition to complying with its obligations under this Agreement). In the event that Vendor's obligations under this Agreement are more protective of HCSD Protected Information than those obligations set out in an applicable law, rule or regulation, than Vendor shall comply with its obligations under this Agreement (in addition to complying with the applicable law, rule or regulation).

8. Term and Termination.

- 8.1. Term.** This Agreement shall come into force and effect on the Effective Date and shall continue until terminated pursuant to Section 8.2 (Termination) (the "**Term**").
- 8.2. Termination.**
- 8.2.1. Termination for Convenience.** HCSD may terminate this Agreement at any time and for any reason upon giving Vendor written notice of such termination.
- 8.2.2. Termination for Cause.** In the event that HCSD reasonably determines that Vendor has breached any of its obligation under this Agreement, HCSD may: (i) immediately terminate this Agreement for cause, (ii) provide Vendor with a notice of breach and, thereafter, provide the Vendor a five (5) day period to cure such breach; or (iii) require Vendor to submit to a plan to better monitor and protect HCSD Protected Information, and to notify HCSD of any breach.
- 8.2.3. Insolvency.** In the event a Party makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it that is not dismissed within sixty (60) days, the other Party shall have the right to terminate this Agreement immediately upon providing written notice of such termination.
- 8.2.4. Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement shall be without prejudice to HCSD's other rights and remedies pursuant to this Agreement.

9. Effect of Termination.

- 9.1. Return of HCSD Protected Information.** Upon termination or expiration of this Agreement for any reason, all written, electronic or other forms of media in which HCSD Protected Information is embodied along with all copies and extracts thereof, shall forthwith be delivered to HCSD, and all memoranda, notes, reports, designs, plans, schedules, lists and other writings prepared by Vendor based on HCSD Protected Information shall either be immediately delivered to HCSD or destroyed, as HCSD requests. Vendor shall promptly certify to HCSD in writing that it has complied with the requirements of this Section 9.1 (Return of HCSD Protected Information). Vendor acknowledges and agrees to comply with its obligations pursuant to this Section 9.1 (Return of HCSD Protected Information) within thirty (30) days of termination or expiration of this Agreement for any reason, or within such other time as the Parties mutually agree upon.
- 9.2. Existing Obligations.** The termination of this Agreement for any reason shall not relieve either Party of any obligations to the other Party that arose prior to the termination.
- 9.3. Survival.** The following Sections shall survive any termination or expiration of this Agreement:

Section 2.3	(Disclosure of HCSD Protected Information)
Section 2.5	(Ownership of HCSD Protected Information)
Section 5	(Indemnification)
Section 6	(Limitations on Liability; Consequential Damages Waiver)
Section 9	(Effect of Termination)
Section 10	(General)

10. General.

- 10.1. Independent Vendors.** The Parties to this Agreement are independent Vendors, and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. Personnel supplied by a Party shall work exclusively for that Party and shall not, for any purpose, be considered employees or agents of the other Party.
- 10.2. Independence of Agreement.** This Agreement is separate from and independent of all other agreements between the Parties.
- 10.3. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflicts of law principles. The Parties agree that State and Federal Courts in the judicial districts in which HCSD's principal place of business is located shall have jurisdiction over disputes under this Agreement (to the exclusion of all other forums). The Parties hereby consent to personal jurisdiction and venue in such courts.
- 10.4. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld) assign or transfer this Agreement, and any attempt to do so shall be void and of no force and effect, except that a Party hereto may, without the other Party's consent, assign this Agreement to a parent, subsidiary, or purchaser of substantially all the assets or stock, or to a third party with whom such Party is directly or indirectly merged or consolidated. In the case of any permitted assignment set forth above, the assigning Party will provide reasonable 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: 7965 Kennedy Hill Dr.,
San Antonio, TX. 78235

- 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

OKIN Process

By: _____
Name: _____
Title: _____

DocuSigned by:
Thomas R Demarest
By: _____
Name: Tom Demarest
Title: Chief Executive Officer

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

A. Item Currently Budgeted -

ESSER III Instr & Curr Dev Technology Rentals ARP ESSER III Learning Loss									
Account Name	4450E		5100		3690		9410		99930
Account Number									00000
	Fund		Function		Object		Cost Center		Project
									Sub Project
Original	Budget		Expenditures /		Current		Present		Remaining
Approved	Amendments		Encumbrances		Available		Request		Balance
Budget			To Date		Budget				Available
	+		-		-		=		
	-								
\$	1,237,400.00		\$		1,237,400.00		\$		618,700.00
									618,700.00

Account Name									
Account Number		Fund	Function	Object	Cost Center	Project	Sub Project		
Original Approved Budget	+ -	Budget Amendments	- Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$	\$	\$	\$	\$	\$	\$			

B. Item Currently Not Budgeted -**

Funding Source						
Account Name						
Account Number						
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$						

Funding Source						
Account Name						
Account Number						
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$						

C. History

Check one:

Prior Year Budget: ☐New for Current Year: ☒

Prior Year Approved Budget: \$

Prior Year Actual Spent: \$

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



Hernando School District

School Board Regular Meeting

Agenda Item # 22-0685

6/14/2022

Title and Board Action Requested

Approve the MOA with Hernando County Sheriff's Office detailing the collaboration for the Criminal Justice Academy at Wilton Simpson Technical College with expenditures not to exceed \$15,000.00.

Executive Summary

The Director of Adult & Technical Education, on behalf of the Superintendent of Schools, hereby requests the Board review and approve the MOA with Hernando County Sheriff's Office, detailing the collaboration efforts of both departments for the Criminal Justice Academy.

My Contact

Sophia Watson
Director, Adult & Technical Education
352-797-7018 ext. 415

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is up to \$15,000, 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.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE HERNANDO COUNTY SHERIFF'S OFFICE
AND
THE HERNANDO COUNTY SCHOOL DISTRICT
To establish and operate a Law Enforcement Academy
to be known as the Wilton Simpson Technical College Law Enforcement Academy**

This Memorandum of Agreement (MOA) is entered into by and between Al Nienhuis, the Sheriff of Hernando County representing the Hernando County Sheriff's Office, of the State of Florida, (HCSO) with an administrative office at 18900 Cortez Boulevard, Brooksville, Florida 34601; and the Hernando County School District (HCSO), with an administrative office at 919 North Broad Street, Brooksville, FL 34601. The HCSO and HCSO will be jointly known as "the Parties."

The purpose of this MOA is to establish a law enforcement academy for the training of individuals for certifications a law enforcement officers within the State of Florida, pursuant to Section 943.13, Florida Statutes (2022); and to provide other law enforcement training opportunities pursuant to other applicable provisions of both Florida and Federal law (herein after "the Academy").

It is further the intent of the Parties that this program be operated within the guidelines of the Florida Department of Law Enforcement (FDLE), the Criminal Justice Information System (CJIS), and all other applicable statutes and regulations

HCSO and HCSB both certify that they have qualified personnel to perform the training services enumerated herein.

I. The Hernando County School District Responsibilities Shall Include:

- A. Providing assistance and programmatic collaboration in the supervision and operation of the Academy including access to all educational benefits afforded to students of the Wilton Simpson Technical College Law Enforcement Academy.
- B. Providing the funding and costs (to include salary and benefits) for the individual(s) to serve as the administrative assistant for the Academy as required by the Florida Department of Law Enforcement (FDLE).
- C. Providing adequate classroom space and office resources for the personnel who will provide the supervision and coordination of the Academy.
- D. Providing adequate classroom space for the Advance and Specialized training programs, if scheduling allows.
- E. Providing assistance and collaboration in the hiring of the personnel to supervise and coordinate the operation of the Academy. All personnel will be subject to approval

by HCSO. The screening process for said personnel will include appropriate background screening as defined exclusively by the HCSO. Background screening may include: criminal records checks, CVSA, psychological screening, drug screening and fingerprint screenings

F. Overseeing the necessary tracking and record keeping activities for all academy program participants as required by applicable law and regulations.

G. Ensuring that tuition received by HCSO tuition is made available to the Academy for the payment of instructional staff as well as supplies to support the operation of the program.

H. Ensuring payment of ammunition costs are paid in full, upon invoice, each calendar year.

I. Collecting firearm rental fees from students annually for replenishment every five years.

II. The Hernando County Sheriff's Office Responsibilities Shall Include:

A. Providing the funding and cost (salary and benefits) for the personnel (Director and Coordinator) responsible for the overall supervision of the academy as required by FDLE.

B. Providing assistance and collaboration in the hiring of the personnel to supervise and coordinate the operation of the Academy.

C. Providing the recruitment and training of instructional staff for the Academy

D. Maintaining the records of costs and ultimately providing an annual invoice for those costs to HCSB for ammunition utilized by the Academy.

E. Assisting with the marketing of the available courses through appropriate agency channels.

F. Ensuring that the Director of the Academy receives Local Area Security Officer (LASO) and CJIS training to oversee the acquisition of Originating Agency Identifier (ORI) Training needed for conducting applicant background checks. The Director will further ensure that all security systems are in place as required by law or regulation and will work as directed to support policy compliance.

IV. The General Provisions of this Memorandum of Agreement Include:

Descriptive Headings. The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provision.

Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the parties hereto.

Opportunity to Consult with Counsel. The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

Execution and Binding on Successors and Assigns. This Agreement may be entered in counterparts (including by facsimile or other electronic imaging, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument). This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether a signatory hereto or not.

Notices. All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to School Board: John Stratton
 Superintendent of Schools
 919 N. Broad Street
 Brooksville, Florida 34601

With a copy to: Dennis J. Alfonso, Esquire
 McClain Alfonso, P.A.
 Post Office Box 4
 Dade City, FL 33526

If to Sheriff: Al Nienhuis, Sheriff
 Hernando County Sheriff's Office
 18900 Cortez Blvd.
 Brooksville, Florida, 34601

With a copy to:

Mike Peacock, Staff Attorney
Hernando County Sheriff's Office
18900 Cortez Blvd.
Brooksville, FL 34601

No Presumption/Severability. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and 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. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

No Assignment. This MOA may not be assigned without the express written consent of the HCSO and the HCSB, which consent may be withheld for any reason or no reason.

Non-Discrimination. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

Attorney Fees and Costs. In the event of a dispute under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-

taxable costs: including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

Indemnification. The Parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Parties agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The Parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

Termination. This MOA may only be terminated prior to the Agreement's expiration date by a party upon at least ninety (90) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have ninety (90) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies.

Insurance. The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The School Board shall give notice to the employing entity of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") as soon as possible but no later than sixty (60) days of the occurrence giving rise to the Claim, or with respect to a third-party Claim, as soon as possible but not later than sixty (60) days from receipt of notice of the Claim. Likewise, the Sheriff shall give notice to the employing entity of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") as soon as possible but no later than sixty (60) days of the occurrence giving rise to the Claim, or with respect to a third-party Claim, as soon as possible but not later than sixty (60) days from receipt of notice of the Claim.

Relationship of the Parties. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party.

No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Public Records. The Parties shall comply with Florida's public records laws, and specifically agree to:

- a. keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule,
- b. provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, *Fla. Stat.*, and
- c. ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

Authority to Execute Agreement. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement for Provision of School Guardian Training Program to the Hernando County School District have caused the same to be signed by their duly authorized representatives on the dates indicated below.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the Parties here have executed this agreement.

Al Nienhuis
Sheriff

Gus Guadagnino
School Board Chairperson

Approved as to Form

Nancy McClain Alfonso

Date: _____

Date: _____

General Counsel, HCSB

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	<u>Student Lab Fees</u>					
Account Name	<u>Class Fees</u>					
Account Number	<u>801</u>	<u>9800</u>	<u>510</u>	<u>8400</u>	<u>922</u>	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	<u>15,000</u>					

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 # 22-0688

6/14/2022

Title and Board Action Requested

Award Bid No. 22-770-44, Roofing Repair & Installation, to Advanced Roofing, Precision Roofing Solutions, and Protech Roofing Services, for Roofing Repair and Installation Services and authorize the purchase for an estimated annual amount of \$800,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board award Bid No. 22-770-44 Award Bid No. 22-770-44, Roofing Repair & Installation, to Advanced Roofing, Precision Roofing Solutions, and Protech Roofing Services, for Roofing Repair and Installation Services and authorize the purchase for an estimated annual amount of \$800,000.00

My Contact

Brian Still, Director of Maintenance
Still_b@hcsb.k12.fl.us
(352) 797-7071

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$ 800,000.00, see attached budget sheet. The cost for the previous fiscal year was \$ 615,945.10.

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:

June 14, 2022

Bid No. 22-770-44

Bid Title: Roofing Repair & Installation

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input checked="" type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input type="checkbox"/> Piggyback Cooperative | | |

Bid Contract Period:

06/14/2022 through 06/13/2025

☐ 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
3

☐ Length of
Each Term (month)

☒ Length of
Each Term (year)
1

☐ None

Rationale/Reason:

Bidders Electronically
Downloaded From Public
Purchase Website: 32

Bids Received:
- 8 -

No Bids:
- 0 -

Late Bids:
- 0 -

Rejected Bids:
- 0 -

☐ N/A – Bids Not
Required:

Submitted By:

Joyce McIntyre
Director of Finance & Purchasing

School(s): District Wide

Requested By:

Brian Still
Director of Maintenance

Department(s): Support Operations

Recommended award, description of items and prices: (See attached)

T/C CODE: 2244

This tabulation establishes a contract with experienced, qualified, bonded and licensed contractors to provide for Roofing Repair Services (all labor, personnel, supervision, equipment, supplies, and materials, etc.), on designated work tasks, which cannot be handled in-house. Services will be required on an as needed basis, district wide. This contract establish fixed hourly labor rate(s) and firm percentages for parts, supplies and materials (unless materials/parts designated to be provided by the district), and applicable per crew rates (if applicable).

Projects associated with this bid shall not exceed \$200,000.00.

Advanced Roofing, Inc.

Description	Rate
1. Labor Rates (Straight Time) During Normal Or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Foreman w/Truck	\$ 60.00 Hour
Supervisor w/Truck	\$ 60.00 Hour
Journeyman	\$ 55.00 Hour
Helper	\$ 45.00 Hour
2. Labor Rates Schools not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck	\$ 70.00 Hour
Supervisor w/Truck	\$ 70.00 Hour
Journeyman	\$ 65.00 Hour
Helper	\$ 55.00 Hour
3. Subcontractor - Percentage Mark-Up Subcontractor services for a particular project or portion thereof, percentage mark-up to be added to cost. This cost mark-up will be included on quote and invoice for payment to the District. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	10 %
4. Materials & Supplies – Percentage Mark-Up Percentage mark-up on manufacturer's list price for parts, supplies & materials, regardless of the manufacturer	10 %
5. Equipment Rental – Percentage Mark-Up Percentage mark-up on the cost of rental equipment that may be needed for particular projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project).</i>	10 %

Contact Information:

Name: Bill Lester
Phone Number: 813-885-5811
Email Address: stevens@advancedroofing.com

Precision Roofing Solutions, Inc.

Description	Rate
1. Labor Rates (Straight Time) During Normal Or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Foreman w/Truck	\$ 48.00 Hour
Supervisor w/Truck	\$ 48.00 Hour
Journeyman	\$ 41.00 Hour
Helper	\$ 35.00 Hour
2. Labor Rates Schools not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck	\$ 69.00 Hour
Supervisor w/Truck	\$ 57.00 Hour
Journeyman	\$ 55.00 Hour
Helper	\$ 50.00 Hour
3. Subcontractor - Percentage Mark-Up Subcontractor services for a particular project or portion thereof, percentage mark-up to be added to cost. This cost mark-up will be included on quote and invoice for payment to the District. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	10 %
4. Materials & Supplies – Percentage Mark-Up Percentage mark-up on manufacturer's list price for parts, supplies & materials, regardless of the manufacturer	10 %
5. Equipment Rental – Percentage Mark-Up Percentage mark-up on the cost of rental equipment that may be needed for particular projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project).</i>	10 %

Contact Information:

Name: Chris Knight
 Phone Number: 813-764-4077
 Email Address: cknight@prstampa.com

Protech Roofing Services, LLC

Description	Rate
1. Labor Rates (Straight Time) During Normal Or Regular Business Hours Monday - Friday, 7:00 AM to 4:00 PM:	
Foreman w/Truck	\$ 55.00 Hour
Supervisor w/Truck	\$ 55.00 Hour
Journeyman	\$ 50.00 Hour
Helper	\$ 45.00 Hour
2. Labor Rates Schools not in Session, Nights, Weekends & Holidays:	
Foreman w/Truck	\$ 70.00 Hour
Supervisor w/Truck	\$ 70.00 Hour
Journeyman	\$ 65.00 Hour
Helper	\$ 55.00 Hour
3. Subcontractor - Percentage Mark-Up Subcontractor services for a particular project or portion thereof, percentage mark-up to be added to cost. This cost mark-up will be included on quote and invoice for payment to the District. A copy of the subcontractor's invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>Note: Subcontractor's services are only allowed with prior written authorization from the Maintenance and/or Facilities Department (per project).</i>	10 %
4. Materials & Supplies – Percentage Mark-Up Percentage mark-up on manufacturer's list price for parts, supplies & materials, regardless of the manufacturer	10 %
5. Equipment Rental – Percentage Mark-Up Percentage mark-up on the cost of rental equipment that may be needed for particular projects. A copy of the rental invoice may be requested for verification purposes at any time and when requests for payments are deemed excessive. <i>The use of rental equipment is only allowed with the authorization from the Maintenance and/or Facilities Department (per project).</i>	10 %

Contact Information:

Name: Joseph Mignoli
 Phone Number: 352-601-0799
 Email Address: jen.prs@outlook.com

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	2022-2023 Capital Accounts TBD						
Account Name	2022-2023 Capital Accounts TBD						
Account Number	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Fund		Function		Object		Cost Center
							Project
							Sub Project
Amount	\$	800,000.00					

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: \$615,945.10

Prior Year Actual Spent: \$615,945.10

** 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 # 22-0689

6/14/2022

Title and Board Action Requested

Approve renewing bid no. 18-031-48 RN: Water Treatment Services, to C R Water Treatment Services for water treatment and testing services and authorize the purchase for an estimated annual amount of \$35,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board approve renewing bid no. 18-031-48 RN: Water Treatment Services, to C R Water Treatment Services for water treatment and testing services and authorize the purchase for an estimated annual amount of \$35,000.00.

My Contact

Brian Still, Director of Maintenance
Still_b@hcsb.k12.fl.us
(352) 797-7071

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$ 35,000.00, see attached budget sheet. The cost for the previous fiscal year was \$ 13,102.32.

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:

June 14, 2022

Bid No. 18-031-48 RN

Bid Title: Water Treatment Services

Recommend approval of this agenda item under the specific category below:

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input checked="" type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Piggyback Cooperative | | | |

Bid Contract Period:

06/26/2022 through 06/25/2023

☐ N/A – One Time Purchase

Contract Type:

☐ Estimated
Dollar Amount

☐ Firm, Fixed
Dollar Amount

☒ Firm, Fixed
Unit Prices

☒ Firm, Fixed Hourly Rates, Fees
and/or Percentages

Renewal Options:

No. of Terms
Remaining

☐ Length of
Each Term (month)

☐ Length of
Each Term (year)

☒ None

Rationale/Reason:

Bidders Electronically
Downloaded From Public
Purchase Website: n/a

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

N/A – Bids Not
Required: Renewal

Submitted By:

Joyce McIntyre
Director of Finance & Purchasing

School(s): District Wide

Requested By:

Brian Still
Executive Director of Maintenance

Department(s): Maintenance

Recommended award by vendor(s), description of item(s)/service(s) and prices: (See attached)

T/C CODE: 1848

C.R. Water Treatment Services, LLC (V-48111)

Item No.	Description	Column A Quantity	Column B Firm Net Monthly Price (per unit)	Column C Extended Cost (A x B)
1.	Monthly Maintenance Cost for Water Treatment			
	Hernando High School			
	2 each Evapco AT24-218B-S total tons 800	2 each	\$105.00	\$210.00
	1 each Evapco A12-612B total tons 330	1 each	\$95.00	\$95.00
	Suncoast Elementary School			
	1 each BAC tower total tons 140	1 each	\$85.00	\$85.00
	Springstead High School			
	1 Marley NC422ICM total tons 363	1 each	\$95.00	\$95.00
	1 Marley NC420SM total tons 240	1 each	\$95.00	\$95.00
	Plant Operations			
	1 heating/hot water	1 each	\$32.00	\$32.00
	SDC Warehouse			
	1 heating/hot water	1 each	\$32.00	\$32.00
Total Monthly Lump Bid Sum for Water Treatment Services				\$644.00

Additional Requested Pricing

Item No.	Description	Firm Fixed Unit Price/Hourly Rates and Percentages
2.	Testing of chilled water and glycol loops four (4) times per year at other schools (13) upon request with recommendations	\$35.00 per School
3.	Labor Rate (Straight Time) During Normal OR Regular Business Hours, Monday-Friday, 7:00 am to 4:00 pm	\$15.00 per Hour
4.	Labor Rate – Schools not in Session, Nights, Weekends & Holidays	\$15.00 per Hour
5.	Percentage Mark-Up on Manufacture(s) List Price for Parts, Supplies & Materials, Regardless of Manufacturer Shall Apply:	12%

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	2022-2023 Maintenance Department Repairs & Maintenance General Fund Account					
Account Name	2022-2023 Maintenance Department Repairs & Maintenance General Fund Account					
Account Number	1100 E	8100	3500	9500	49500	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	35,000.00					

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: \$ 323,435.00

Prior Year Actual Spent: \$ 323,435.00

** 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 # 22-0690

6/14/2022

Title and Board Action Requested

Approve renewing bid no. 20-910-02 RN Air Conditioning Duct Cleaning & Sanitizing Services, to Balanced Mechanical & Plumbing Services, Cleaning & Restoration Services, Climate Control Mechanical Services, and Simpson Environmental Services for air conditioning duct cleaning and sanitizing services for an estimated annual amount of \$400,000.00.

Executive Summary

The Director of Maintenance, on behalf of the Superintendent of Schools, hereby requests the Board approve renewing bid no. 20-910-02 RN Air Conditioning Duct Cleaning & Sanitizing Services, to Balanced Mechanical & Plumbing Services, Cleaning & Restoration Services, Climate Control Mechanical Services, and Simpson Environmental Services for air conditioning duct cleaning and sanitizing services for an estimated annual amount of \$400,000.00.

My Contact

Brian Still, Director of Maintenance
Still_b@hcsb.k12.fl.us
(352) 797-7071

2018-23 Strategic Focus Area

Pillar 3: Facility Operations

Financial Impact

The cost for this agenda item is \$ 400,000.00, 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.

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

June 14, 2022

Bid No. 20-910-02 RN

**Bid Title: Air Conditioning Duct Cleaning
& Sanitizing Services**

Recommend approval of this agenda item under the specific category below:

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input checked="" type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input checked="" type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Piggyback Cooperative | | | |

Bid Contract Period:

06/23/2022 through 06/22/2023

☐ N/A – One Time Purchase

Contract Type:

☐ Estimated
Dollar Amount

☐ Firm, Fixed
Dollar Amount

☐ Firm, Fixed
Unit Prices

☒ Firm, Fixed Hourly Rates, Fees
and/or Percentages

Renewal Options:

No. of Terms
Remaining

☐ Length of
Each Term (month)

☐ Length of
Each Term (year)

☒ None

Rationale/Reason: This renewal include an amendment to the Terms & Conditions for federal funding compliance.

Bidders Electronically
Downloaded From Public
Purchase Website:

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

☒ N/A – Bids Not
Required: Renewal

Submitted By:

Joyce McIntyre
Director of Finance & Purchasing

School(s): District Wide

Requested By:

Brian Still
Director of Maintenance

Department(s): District Wide

Recommended award by vendor(s), description of item(s)/service(s) and prices: (See attached)

T/C CODE: 2002

Provide for Air Conditioning Duct Cleaning and Sanitizing Services (all labor, personnel, supervision, equipment, supplies, and materials, etc.), on designated projects/work tasks, which cannot be handled in-house. All work direction to be coordinated either thru the Maintenance or Facilities Departments. Services will be provided by multiple contractors, to assure completion, as required on an as needed basis countywide, for small anticipated future projects, at the below firm hourly labor rates and percentages.

Balanced Mechanical & Plumbing Services, LLC (V-50451)

<u>Firm Hourly Labor Rates</u> Straight Time Labor Rate During Regular Business Hours (7:00 AM – 4:00 PM)		Equipment Rental Scissor Lift: \$650 per month
Foreman w/Truck	\$70.00	Duct Cleaning Machine, Hoses & Filters: \$125 per day
Supervisor w/Truck	\$59.00	Duct Access Doors: \$40.50 each
Journeyman	\$49.00	
Helper	\$33.00	
Schools Not In Session, Nights, Weekends & Holidays:		
Foreman w/Truck	\$85.00	
Supervisor w/Truck	\$72.00	
Journeyman	\$62.00	
Helper	\$41.50	
Percentage Mark-Up On Manufacturer's List Price for Parts, Supplies & Materials		15%

Cleaning & Restoration Services, Inc. (V-50450)

Description	Pricing Per	
<u>Firm Hourly Labor Rates</u> Straight Time Labor Rate During Regular Business Hours (7:00 AM – 4:00 PM)		
Foreman w/Truck	\$135.00	
Supervisor w/Truck	\$125.00	
Journeyman	\$90.00	
Helper	\$75.00	
Schools Not In Session, Nights, Weekends & Holidays:		
Foreman w/Truck	\$150.00	
Supervisor w/Truck	\$140.00	
Journeyman	\$105.00	
Helper	\$85.00	
Percentage Mark-Up On Manufacturer's List Price for Parts, Supplies & Materials		5%

Climate Control Mechanical Services, Inc. (V-48135)

<u>Firm Hourly Labor Rates</u> Straight Time Labor Rate During Regular Business Hours (7:00 AM – 4:00 PM)		
Foreman w/Truck	\$81.00	
Supervisor w/Truck	\$75.00	
Journeyman	\$75.00	
Helper	\$55.00	
Schools Not In Session, Nights, Weekends & Holidays:		
Foreman w/Truck	\$105.00	
Supervisor w/Truck	\$95.00	
Journeyman	\$95.00	
Helper	\$70.00	
Percentage Mark-Up On Manufacturer's List Price for Parts, Supplies & Materials		15%

Simpson Environmental Services, Inc. (V-47327)

Description	Pricing Per	
<u>Firm Hourly Labor Rates</u> Straight Time Labor Rate During Regular Business Hours (7:00 AM – 4:00 PM)		
Foreman w/Truck	\$42.00	
Supervisor w/Truck	\$48.00	
Journeyman	\$40.00	
Helper	\$28.00	
Schools Not In Session, Nights, Weekends & Holidays:		
Foreman w/Truck	\$42.00	
Supervisor w/Truck	\$48.00	
Journeyman	\$40.00	
Helper	\$28.00	
Percentage Mark-Up On Manufacturer's List Price for Parts, Supplies & Materials		10%

A. Item Currently Budgeted -

Account Name		ESSR III Grant Funds					
Account Number		4450 E	8100	6850	9500	99930	
		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	
\$ 1,544,430.00		\$	\$ 12,840.00	\$ 1,531,590.00	\$ 400,000.00	\$ 1,131,590.00	

Account Name							
Account Number							
		Fund	Function	Object	Cost Center	Project	Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-
	-					Present Request	=
						Remaining Balance Available	
\$		\$	\$	\$	\$	\$	

B. Item Currently Not Budgeted -**

Funding Source							
Account Name							
Account Number							
		Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$						

Funding Source							
Account Name							
Account Number							
		Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$						

C. History

Check one:

Prior Year Budget: ☒New for Current Year: ☐

Prior Year Approved Budget: \$ 0.00

Prior Year Actual Spent: \$ 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 # 22-0693

6/14/2022

Title and Board Action Requested

Approve the contract and issue a purchase order in an estimated annual amount of \$4,100.00 for the first year of the YMCA Pool Use Agreement.

Executive Summary

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board to approve the contract and issue a purchase order in an estimated annual amount of \$4,100.00 for the first year; \$4,223.00 for the second year; and, \$4,350.00 for the third year. This three-year agreement with the YMCA of the Suncoast is for the use of facilities and pool in accordance with the Annual Schedule. The agreement will commence on July 1, 2022 and end on July 1, 2025. The YMCA of the Suncoast, Inc. provides an essential service for students and parents and have been exceptional community partners in helping the District move forward in achieving our shared goal of supporting academic success and socio-emotional well-being for all students.

My Contact

Gina Michalicka

Assistant Superintendent of Teaching and Learning

352-797-7000, ext. 404

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is \$4,100.00, see attached budget sheet. The cost for the previous fiscal year was \$3,750.00.

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

POOL USE AGREEMENT
BETWEEN
YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE SUNCOAST, INC.
AND
HERNANDO COUNTY SCHOOL BOARD

This POOL USE AGREEMENT (the "Agreement") is made and entered into as of the 1 day of July, 2022 between the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE SUNCOAST, INC.**, a Florida Not For Profit Corporation ("YMCA"), whose address is 2469 Enterprise Road, Clearwater, FL 33763 and **THE HERNANDO COUNTY SCHOOL BOARD, BROOKSVILLE, FLORIDA**, a political corporate body organized and existing under the laws of the State of Florida, whose address is 919 N. Broad Street, Brooksville, FL 34601 ("**BOARD**"); collectively referred to as the "**PARTIES**". In consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following definitions:
 - 1.1. "**Pool**" shall mean the swimming pool located at the Hernando County Branch of the YMCA ("**Hernando Branch**"), 1300 Mariner Boulevard, Spring Hill, Florida 34609.
 - 1.2. "**District**" shall mean the Hernando County School District.
 - 1.3. "**District Use**" shall mean the use of the YMCA Pool and Facilities by the BOARD and District for District approved events.
 - 1.4. "**Joint Scheduling Conference or JSC**" shall mean the yearly conference attended by the YMCA and BOARD, or their designees, to coordinate and plan the District Use of the Pool and Facilities.
 - 1.5. "**Facilities**" shall mean the pool, locker rooms, bathrooms, and parking area and other areas of the YMCA approved by the YMCA for use by the District.

1.6. **"YMCA Designee"** shall mean the person designated by the YMCA to attend the Joint Scheduling Conference and all other meetings with the Board or District.

1.7. **"District Designee"** shall mean the person designated by the Superintendent of Schools to attend the Joint Scheduling Conference and all other meetings with the YMCA.

1.8. **"Annual Schedule"** shall mean the schedule of swim practices and swim meets agreed upon for District Use of the Pool and Facilities.

1.9. **"Term"** shall mean means a term of approximately thirty-six (36) months, commencing on the Commencement Date, and ending on July 1, 2025.

1.10. **"Commencement Date"** shall mean July 1, 2022.

2. DUTIES OF YMCA.

2.1. Subject to the terms and conditions of this Agreement, during the Term, the YMCA agrees to make available the Facilities and Pool for District Use in accordance with the Annual Schedule. The YMCA requires all swim team members and coaches complete the YMCA waiver agreement prior to any swim practices or swim meets. The YMCA will facilitate the administration and processing of the waiver agreements.

2.2. The YMCA shall maintain the Pool with appropriate filtration, sanitizing and chlorinating systems and in accordance with required state and federal regulations.

2.3. The YMCA shall provide certified lifeguards during the District Use of the Pool.

3. BOARD USE OF THE FACILITIES.

3.1. The BOARD shall pay the YMCA a initial fee of \$4,100.00, by invoice, paid on a yearly basis, to defray the costs incurred by the YMCA for the District's use of the Facilities and Pool. If this Agreement is terminated before the end of a given quarter, the fee shall be prorated. The annual fee shall be increased three percent (3%) each year commencing on the first anniversary of the date of this Agreement.

3.2. The District agrees to use the Facilities and Pool in accordance with the terms and conditions of this Agreement and any reasonable rules, policies and

procedures, as may from time to time be made by the YMCA for the general safety, comfort, and convenience of the YMCA and its members, and shall cause the BOARD'S and/or the District's employees, agents, invitees, and licensees to abide by such rules and regulations.

3.3. The BOARD shall provide and maintain any necessary equipment required for swim practices and meets.

3.4. The BOARD shall be solely responsible for all coaching and deck management of participants in swim practices and meets, all in accordance with any rules, policies and procedures established by the YMCA. In addition, the BOARD shall be solely responsible for performing all background screenings required by law for all coaches and volunteers working with the student participants.

4. JOINT SCHEDULING CONFERENCE FOR FACILITIES USE.

4.1. The YMCA and the BOARD will set a date for the Joint Scheduling Conference to be held in the spring for the upcoming school year, after the schedule is released by FHSAA, at a mutually agreeable time and place to agree upon an Annual Schedule for District Use.

4.2. The JSC shall be attended by the District Designee and the YMCA Designee, and the Parties' Designees shall be the contact persons for all matters related to the District Use of the Pool and Facilities, until further notice of a change in the District Designee or the YMCA Designee.

4.3. At least thirty (30) days prior to the JSC, the District Designee shall provide the YMCA Designee a proposed schedule for the District Use of the Pool and Facilities.

4.4. The parties stipulate and agree that District Use during swim season and playoffs shall consist of two practice sessions between 3:30 – 5:30 p.m. and 7:30 – 9:30 p.m. each Monday through Friday, utilizing up to four lanes per session, which lanes shall be designated by the YMCA. In addition thereto, the schedule shall consist of swim meets on Saturdays during September and October from 6:00 – 8:30 p.m., where the entire Pool shall be closed to YMCA members.

4.5. The Superintendent of the BOARD and the President/CEO of YMCA shall each execute the Annual Schedule which shall be binding upon the Parties.

4.6. If the District Use of the Pool and Facilities is changed, canceled or suspended due to inclement weather conditions, the YMCA shall reasonably cooperate with the District to try and re-schedule such use, so long as it does not interfere with the scheduled activities of the YMCA.

5. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of Board under §768.28, Fla. Stats. The BOARD shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the YMCA and the BOARD and/or agency thereof. None of the personnel under contract to, employed by or volunteering for the BOARD shall be deemed in any way to have any contractual relationship with the YMCA. The BOARD shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. The YMCA shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the Board and the YMCA. None of the personnel under contract to, employed by or volunteering for the YMCA shall be deemed in any way to have any contractual relationship with the Board and/or agency thereof. The YMCA shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

6. **Force Majeure.** Neither party hereto shall not be liable or responsible for damages, or in any manner whatsoever to the other party, for failure or delay in performing or fulfilling any provision of this Agreement when such failure or delay is due to fire, strikes, war, civil commotion, labor or employment difficulties, acts of God, acts of public authorities or delays defaults caused by public carriers or for any other actions or causes whatsoever, similar or dissimilar, which cannot reasonably be forecast or provided against and which cannot be overcome by due diligence. In such event, the time for performance shall be extended for the period of continuance of such force

majeure condition, provided, however, that the party raising such cause shall (i) promptly, a after having knowledge of the commencement thereof, notify the other party in writing of the nature of such cause and the expected delay, (ii) continue to keep the other party informed as to the conditions, (iii) take all reasonable steps to eliminate such causes of the delay and (iv) shall continue performance hereunder with the utmost dispatch whenever such reason or cause is removed. In the event any such cause(s) shall continue for a period of six (6) months, the parties hereto shall mutually discuss the matter and the course of action to be taken.

7. INDEMNIFICATION AND INSURANCE REQUIREMENTS.

7.1. The YMCA for itself and its officers or employees, shall fully indemnify and hold the BOARD and its officers and employees harmless for any from any claim, loss, damage or liability, which may be made, incurred or asserted against the BOARD by third parties arising or resulting in damage to property or injury to person to the extent caused by the negligence, misfeasance or malfeasance by the YMCA, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon the YMCA by this Agreement and any covenant or provision hereof, including but not limited to defending the BOARD and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon BOARD, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the BOARD. The YMCA shall immediately give the BOARD written notice of any and all claims asserted against the YMCA, which relate to the District's use of the Pool and/or Facilities as contemplated under this Agreement, and the BOARD shall have the right but not the obligation to participate in any defense. The YMCA shall maintain, throughout the term of this Agreement and any renewals, general liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering its activities pursuant to this Agreement. The policy shall be obtained from a liability insurance carrier rated "A" or higher, under a policy approved for use in the State of Florida. The policy shall contain an evidence/endorsement providing physical and sexual abuse and molestation

coverage. The YMCA shall provide the BOARD with a Certificate of Insurance naming "The School Board of Hernando County, Florida, its officers, employees, and agents" as included in an additional insured endorsement to the general liability policy it as an additional insured under the YMCA'S policy and unconditionally entitling the BOARD to thirty days notice of cancellation of such policy. The BOARD shall not take any action that would result in cancellation of coverage for the YMCA under such policy. The YMCA shall at all times maintain and provide the SCHOOL BOARD with confirmation that the YMCA maintains workman's compensation insurance and automobile liability insurance.

7.2 The BOARD for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the YMCA and its officers and employees harmless for any from any claim, loss, damage or liability which may be made, incurred or asserted against the YMCA by third parties arising or resulting in damage to property or injury to person to the extent caused by the caused by negligence, misfeasance or malfeasance by the BOARD, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon the BOARD by this Agreement and any covenant or provision hereof, including but not limited to defending the YMCA and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon YMCA, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon the YMCA. The BOARD shall immediately give the YMCA written notice of any and all claims asserted against the BOARD, which relate to the District's use of the Pool and/or Facilities as contemplated under this Agreement, and the YMCA shall have the right but not the obligation to participate in any defense. The BOARD shall maintain, throughout the term of this Agreement and any renewals, general liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering its activities pursuant to this Agreement. The policy shall be obtained from a liability insurance carrier rated "A" or higher, under a policy approved for use in the State of Florida. The policy shall contain an evidence/endorsement providing physical and sexual abuse and molestation coverage. The BOARD shall

provide the YMCA with a Certificate of Insurance naming "The Young Men's Christian Association of the Suncoast, Inc., its officers, employees, and agents" as included in an additional insured endorsement to the general liability policy it as an additional insured under the BOARD'S policy and unconditionally entitling the YMCA to thirty days notice of cancellation of such policy or any of the coverages provided by such policy. The YMCA shall not take any action that would result in cancellation of coverage for the BOARD under such policy. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. 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. The BOARD shall at all times maintain and provide the YMCA with confirmation that the BOARD maintains workman's compensation insurance and automobile liability insurance.

8. **ATTORNEYS' FEES AND EXPENSES IN ACTION FOR BREACH.** The substantially prevailing party in any litigation under this Agreement, shall be entitled to recover reasonable attorneys' fees, paralegal fees, law clerk fees, and other costs and expenses from the non-prevailing party, whether incurred at or before the trial level, during litigation of the amount of fees to be recovered ("fees for fees"), or in any appellate, bankruptcy and/or collection proceeding. For the purposes of this paragraph, the costs to be recovered, regardless of whether incurred pre-suit, during litigation, or after the trial level, including any appellate, bankruptcy and/or collection proceedings, shall include both taxable costs and non-taxable costs, including all costs under the Uniform Guidelines for Taxation of Costs, such as the cost of electronic research; telephone calls, including long-distance, toll and conference charges; costs incurred in connection with matters not reasonably calculated to lead to the discovery of admissible evidence; travel time, fees and expenses of attorneys, paralegals, law clerks, all other legal support staff, experts, consultants, witnesses, parties, court reporters, videographers, and all other technicians, regardless of whether testifying or non-testifying, if applicable; all

mediation fees and expenses, including the mediator's fees and costs; all costs associated with depositions, including transcript originals and copies in both hard and electronic form; service of process fees and costs, both for the sheriff and private servers; court filing fees and costs; costs associated with the production and/or use of documents and exhibits, regardless of whether in paper or electronic form, including the cost of hosting and managing e-discovery, and regardless of whether during discovery or at trial; subpoena costs; and all fees, charges and expenses related to the use of magistrates, guardians ad litem, attorneys ad litem, and other specialized members of the judiciary and legal personnel.

9. **TERMINATION OF AGREEMENT.** The Agreement will remain in effect for the Term of the Agreement unless terminated by either party as follows:

9.1. Upon breach of the Agreement by a party, the other party shall give written notice of termination of the Agreement specifying the claimed breach and the action required to cure the breach. If the breaching party fails to cure the breach within thirty (30) days from receipt of said notice, then the Agreement shall terminate sixty (60) days from receipt of the written notice.

9.2. Either party may terminate the Agreement without cause by giving written notice to the other party that the agreement will terminate one hundred and twenty (120) days from the receipt of said notice by the other party.

9.3. Upon the mutual agreement of the Parties.

9.4. Upon the termination of that certain 2019 Master Agreement the Hernando County School Board and YMCA of the Suncoast dated June 25, 2019.

10. **ENTIRE AGREEMENT.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations

or agreements whether oral or written.

11. **PREPARATION OF AGREEMENT.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12. **WAIVER.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the information of this Agreement and, therefore, is a material term thereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

13. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations in this Agreement.

14. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the validity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

15. **CAPTIONS.** The captions, sections numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

16. **AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

17. **NOTICES.** All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to BOARD:

John Stratton
Superintendent
Hernando County School District
919 N. Broad Street
Brooksville, FL 34601

If to YMCA:

G. Scott Goyer
President/CEO
2469 Enterprise Road
Clearwater, FL 33763

Any party may change his, her or its address and/or the address of the entity copied on his, her or its behalf upon written notice to all other Parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Approved as to Form
Hernando County School Board:

Nancy McClain Alfonso

General Counsel, HCSB

By: Gus Guadagnino
Board Chairperson

YMCA:


G. Scott Geyer
Title: President/CEO

Date: 5-25-2022

**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](mailto: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.

Signed and dated by authorized representative of the Contractor/Vendor as provided below:

Contractor/Vendor:


Printed Name: G. Scott Goyer
Title: President/CEO
Date: 5-26-2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

A. Item Currently Budgeted -

Account Name												
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

Account Name												
Account Number												
		Fund		Function		Object		Cost Center		Project		Sub Project
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available		
\$		\$		\$		\$		\$		\$		

B. Item Currently Not Budgeted -**

Funding Source	General Fund Revenue					
Account Name	Miscellaneous Revenue - YMCA Before & After School Care					
Account Number	1100	0000	3495	Various	41400	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	56,690.00					

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: \$ 48,270.00

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 # 22-0704

6/14/2022

Title and Board Action Requested

Approve the Contract between PACE Center for Girls of Hernando County and the Hernando County School District for services to High Risk Females in Identified Schools with an estimated annual spending of \$290,000.00.

Executive Summary

The Assistant Superintendent of Teaching and Learning, on behalf of the Superintendent of Schools, hereby requests the Board to approve the contract between PACE for Girls of Hernando County and the Hernando County School District for providing comprehensive education and therapeutic prevention and intervention services to troubled adolescent girls.

My Contact

Gina Michalicka
Assistant Superintendent of Teaching and Learning
352-797-7000, ext. 404
Michalicka_g@hcsb.k12.fl.us

2018-23 Strategic Focus Area

Pillar 1: Student Achievement

Financial Impact

The cost for this agenda item is \$290,000.00, see attached budget sheet. The cost for the previous fiscal year was \$296,622.00.

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.

AGREEMENT
between
HERNANDO COUNTY SCHOOL DISTRICT, FLORIDA
and
PACE CENTER FOR GIRLS, INC.

This contract by and between The Hernando County School District, hereinafter referred to as "SCHOOL DISTRICT," and PACE CENTER FOR GIRLS, Hernando County, hereinafter referred to as "PACE."

WITNESSETH:

Whereas, PACE is a non-profit, non-residential agency contracted by the Department of Juvenile Justice (DJJ) to provide comprehensive education and therapeutic prevention and intervention services to troubled adolescent girls eligible for this program by State Board of Education Rule 6A-1.994 and Florida Statute 1003.52; and,

Whereas, the SCHOOL DISTRICT has the authority as provided by FS 1003.01 (12) and the State Board of Education Rule A-1.994 to engage in a contractual relationship with non-profit corporations which have been formed for providing a cooperative educational service to the district; and,

Whereas, the SCHOOL DISTRICT is committed to providing appropriate educational programs for school age children in Department of Juvenile Justice dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and,

Whereas, the parties in this Agreement desire a maximum degree of cooperation and administrative planning to provide an effective program of educational services for students placed in this program by eligibility under Florida Statute 1003.52.

IT IS AGREED for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this contract shall be for the period beginning July 1, 2022, and terminating June 30, 2023. The contract will be reviewed annually. This contract may be modified or amended only with the written consent of the parties consistent with all state and federal statutes, rules, and regulations. Either party may terminate this Contract upon thirty (30) days written notice to the other party.
2. Each party agrees to indemnify, defend and hold each party harmless from and against all claims, suits, judgements, or damages, including court costs and attorney fees through and including appeals, arising out of or during the provision of the services called for in the agreement, except that the School Board does not waive any rights or protections under sovereign immunity, and does not agree to extend liability in such cases beyond the limitations set forth in Section §768.28, Florida Statutes, as it now exists or as it may be amended.. PACE shall execute and maintain in force liability insurance to provide such indemnification amount sufficient to cover the waiver of sovereign indemnity in Florida Statute 768.28.

3. The School Board agrees to pay PACE 95% of the weighted Full Time Equivalent (FEFP) revenue generated through the Florida Education Finance Program (FEFP) funds for eligible students enrolled at PACE. FEFP funds will be determined by using the Department of Education's DJJ funding worksheet for the applicable school year. The formula shall be as follows:

FTE x program cost factor x base student allocation x district cost differential factor = FEFP dollars, including ESE Guaranteed Allocation and DJJ Supplemental Allocation. The FTE is based on the DOE's re-calibration of FTE. The Distribution of funds will be consistent with the School Board procedures and policies. The FEFP funding components shall include the following components: Base Student Allocation, ESE Guaranteed Allocation, DJJ Supplemental Allocation, SAI, Instructional materials and Discretionary Local efforts.

4. PACE will serve a maximum of fifty (50) girls, aged 11-17, during this contract period.
5. The District will lease PACE access to five (5) portables at JD Floyd Elementary School (in **attached identified area**) for its use in conducting its program. The lease shall be a payment of \$9,000, which will be utilized to defray operational costs and to update and repair the five portables. PACE shall not erect thereon any equipment or structure unless pre-approved by the Facilities Operations Department. The parties acknowledge that the agreement is that these portables are to be used on a temporary basis from July 1, 2022 through June 30, 2023 unless both parties agree to an extension of this agreement.

It must be understood that if the District's obligation to student capacity requirements for educational programs requires additional space, the portables must return to use for JD Floyd students. The District shall notify PACE of the facility need as soon as known in writing. PACE will have sixty (60) days to vacate and return the portables as received.

RESPONSIBILITIES OF THE SCHOOL DISTRICT:

1. Provide PACE staff a contact person for the purpose of accessing student educational data, records, grading system, parent communication tools afforded to Hernando County teachers and administrators.
2. Provide PACE a school district contact person on matters pertaining to ESE, 504, ESOL and agreement discussions.
3. Provide PACE with a school district contact person to consult with regarding entering schedules and attendance into School District database.
4. Provide a contact for Guidance services to consult with regarding enrollment transitions to and from PACE school or other post PACE placements and for course/credit recovery, scheduling, **graduation requirements, etc., as needed.**
5. Provide testing materials as required by Florida Statute 1008 and allow PACE staff responsible for test administration to attend District training sessions for administering the tests.
6. Provide training and access to school district educational, student, and record keeping systems.

7. Provide timely testing by SCHOOL DISTRICT psychologists for PACE students who may be ESE eligible.
8. **Provide PACE a contact person to assist in identifying girls to receive PACE services and to approve of final PACE placement.**
9. The Florida Department of Education provides a detailed calculation worksheet for DJJ programs. ([seen http://www.fldoe.org/fina_nce/fl-edu-fina_nce-program-fef-p/department-of-juvenile-justice-revenue-stml](http://www.fldoe.org/fina_nce/fl-edu-fina_nce-program-fef-p/department-of-juvenile-justice-revenue-stml)). The SCHOOL DISTRICT agrees to pay PACE revenue earned through the Florida Education Finance Program as a result of weighted Full Time Equivalency (FTE) counts of eligible students taught by PACE during the period of this contract. Payments will be made monthly during the months of July, August, September, October, November, December, January, February, March, April, May and June on the basis of a 230-day student calendar year. The June payment will be adjusted to reflect payment for the actual number of FTE counted **during July, October, February, and June. In the event of a state holdback or a pro-ration which reduces the SCHOOL BOARD'S funding, PACE's monthly funding will be reduced proportionately.**
10. Education Accountability for DJJ Programs-Whereas Rule 6A-1.099812, F.A.C., establishes a **performance rating system for DJJ education programs that measures performance on twelve (12) components. Ratings are based solely upon data submitted to FDOE. To support compliance with this rule, the SCHOOL BOARD shall grant access to specific student data files for user access for PACE National Office designees to enter, retrieve and verify such data in system(s) used to submit PACE data to FDOE regarding FTE and DJJ accountability reporting. A school district designee shall work with a PACE designee(s) assigned by its National Office to verify that all such data, including student-enrollment data, accurate and reported timely to the FDOE. PACE shall comply with all applicable provisions and requirements of the Family Educational Rights and Privacy Act (FERPA), and shall provide to the SCHOOL BOARD verification of such compliance upon request.**

RESPONSIBILITIES OF PACE:

1. **PACE shall provide a program of education, training, and related services to the referred students. PACE will at all times provide sufficiently trained and qualified professional staff for the proper instruction and supervision of students in the PACE program. Professional staff must be certificated or eligible to meet the certification requirements as required by Chapter 1012, Florida Statutes, FDOE State Board Rule. PACE will not employ or engage any person who has been terminated or non-renewed for poor performance by the SCHOOL DISTRICT. PACE will also not employ or engage any person who has resigned from his or her employment by the SCHOOL DISTRICT in lieu of disciplinary action with respect to child welfare or safety, or has been dismissed for just cause. The qualification of PACE's employees and independent contractors shall be released to the SCHOOL DISTRICT and to parents as required by Federal and Florida Statutes. PACE agrees to follow SCHOOL DISTRICT policies and procedures when hiring both short-term and long-term substitutes.**

2. **PACE shall ensure Florida certified teachers are responsible for the supervision of instructional activities and student performance objectives of courses for credit toward a standard high school diploma, or when warranted, a GED.**
3. **PACE shall ensure that a minimum of one certified and highly qualified Exceptional Student Education (ESE) teacher will be available to provide resource services to ESE students through the support/facilitation model. The SCHOOL BOARD will continue to provide support and oversight of the delivery of ESE services as well as drafting IEPs, Speech Language, ESOL and other services as needed in compliance with all state and federal statutes related to ESE.**
4. PACE shall make efforts to recruit and identify students who have dropped out of school and determine their eligibility and appropriateness for reentry into the PACE program.
5. PACE agrees to provide the School District with quarterly financial reports that include detailed information related to the expenditures of funds provided by the SCHOOL BOARD. These reports will be submitted according to the following timeline: July-September Quarter - Due October 30; October-December Quarter - Due January 30; January-March Quarter - Due April 30; April-June Quarter - Due July 30.
6. PACE will notify the SCHOOL DISTRICT within 48 business hours if an employee who PACE has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense.
7. PACE will obtain current Individual Education Plans of the student's entry into the program. The SCHOOL DISTRICT will provide regularly scheduled ESE consultant services, English for Speakers of Other Language (ESOL) available resources, as needed, at no cost to PACE. PACE will comply with all IEP/ESOL requirements.
8. PACE shall appoint a person/persons responsible for administering all assessments, inform the District of the person/persons in charge of administering assessments and ensure they have been trained to administer and as appropriate score the test instrument.
9. PACE shall enter all appropriate student data into the District's SIS.
10. PACE shall maintain student records in accordance with State requirements for Dropout Prevention/Juvenile Justice Programs, as well as the information for data reporting requirements requested by the SCHOOL BOARD and State and Federal agencies, and shall follow Florida Department of Education and SCHOOL DISTRICT policies and procedures relating to Dropout Prevention/Juvenile Justice Programs. Follow Florida Administrative Code 6A-6.05281; Educational Programs for Students in Department of Juvenile Justice Detention, Prevention, Residential or Day Treatment Programs.
11. At PACE's discretion, PACE students shall have the opportunity to be involved in the School District, or other qualified providers', breakfast and lunch program. PACE shall provide transportation of breakfasts and lunches from a satellite school or other provider as necessary.

12. PACE shall comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1974 and Section 504 of the Rehabilitation Act of 1973 and with local or state standards for health and safety of students.
13. PACE agrees not to disclose any information concerning a recipient of services under this contract for any purpose not in conformity with State and Federal regulations except with written consent of the recipient or his parent/guardian where authorized by law.
14. The designee of the SCHOOL DISTRICT shall be permitted to review the program and other performance reports for PACE and confer with its staff at reasonable times. Results of these reviews will be considered in the determination of contract renewals.
15. PACE shall prepare for the SCHOOL DISTRICT designee's review the educational exit portfolio, which is to include items in the student's DJJ discharge packet. These items shall include: a copy of the student's exit plan; current permanent record information; a school district withdrawal form that includes grades in progress for the program; a current IEP and/or PMP; all entry and exit assessment data on reading, writing, and math; length of participation in the program (entry and exit dates); and copies of certificate/diplomas earned at the program.
16. PACE agrees to provide a 250-day instructional calendar, or the equivalent expressed in hours as specified by the State Board of Education, of which twenty (20) days, or its hourly equivalent, may be used for in-service training and planning in day treatment programs according to PACE's academic calendar.
17. PACE is responsible for custodial task and cleaning of the portables.
18. PACE agrees that regarding any incidents requiring law enforcement, it is the responsibility of PACE to contact the Hernando County Sheriff's Office for support.
19. Pursuant to Section 119.0701, Florida Statutes, any party contracting with the School Board is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the School Board would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (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; and (d) meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in that party's possession upon termination of its contract with the School Board and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

RESPONSIBILITY OF BOTH THE SCHOOL DISTRICT AND PACE:

1. PACE and the SCHOOL BOARD agree to coordinate the preparation and planning for student movement in and between programs, involving educational, site, and re-entry staff, in addition to

appropriate significant others and program or agency representatives.

2. Shall have access to DJJ commitment files for planning transitional services and progress monitoring in accordance with 6A-6.05281(5) of Florida Code.
3. Internet Access & Protection. PACE and the SCHOOL DISTRICT mutually agree and understand that to provide personalized educational services, access to online, web-based, teaching, learning and assessment resources is critical. PACE shall provide educationally appropriate internet access for use by students, teachers and school administrators at the school campus as required to meet the noted educational needs while complying with the tenets and requirements of the CIPA (Child Internet Protection Act).
4. Agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract.

Neither party shall individually assign this agreement; however, the parties may modify it in writing or attach an addendum, if changes are mutually agreed upon and signed by persons of authority in both organizations.

HERNANDO COUNTY SCHOOL DISTRICT

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Gus Guadagnino, Board Chair

Date

PACE CENTER FOR GIRLS, INC.

DocuSigned by:
Thresa Giles 5/25/2022

736D79F6AEB466...
Thresa Giles Chief Business Officer

**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

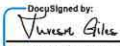
provision shall survive any termination or expiration of the contract.

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: PACE Center for Girls, Inc.

DocuSigned by:

Printed Name: Theresa Giles
Title: Chief Business Officer
Date: 6/3/2022

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

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	2022-2023 School Year Budget					
Account Name	General Fund Basic Education Subagreements Over \$25K PACE Center for Girls Non Disc Sal/Fringe					
Account Number	1100E	5100	3120	0342	00100	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount	\$ 290,000.00					

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: \$296,622.00

Prior Year Actual Spent: \$ 296,622.00

** 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 # 22-0682

6/14/2022

Title and Board Action Requested

Approve the Federal Programs Department Reorganization and Job Descriptions

Executive Summary

- The Director of Federal Programs, on behalf of the Superintendent of Schools, hereby requests the Board approve the reorganization of the Federal Programs Department, including the updated job descriptions and change in positions. The attached spreadsheet lists all Federal Program's roles with salary changes. Positions without notated specific salary changes will have no financial impact. These changes will align the work in the areas of responsibility to best serve the needs of the District and Federal Programs Department.
 - The organizational chart reflects the following changes: the Coordinator of Federal Programs will change to the Supervisor of Federal Programs, the Administrative Assistant for Federal Programs will change to the Manager of Federal Programs, and the Coordinator of Monitoring and Compliance will become the Monitoring and Compliance Program Specialist. The Coordinator of Program Evaluation position will collapse. Currently, Federal Programs personnel are taking on greater responsibilities; details on assigned duties are outlined in each position's job description. Salary changes for the Supervisor of Federal Programs and the Manager of Federal Programs reflect an upgrade on the salary schedule, reflecting the increased services both staff members provide.
- Grant and General funds utilized for the increases in salary due to the upgraded positions are strategic expenditures to ensure that the level of service provided to schools, students, families, and the community aligns with the needs of Hernando County.

My Contact

Angela Kennedy
Director of Federal Programs
Kennedy_a@hcsb.k12.fl.us
352-797-7070 ext 410

2018-23 Strategic Focus Area

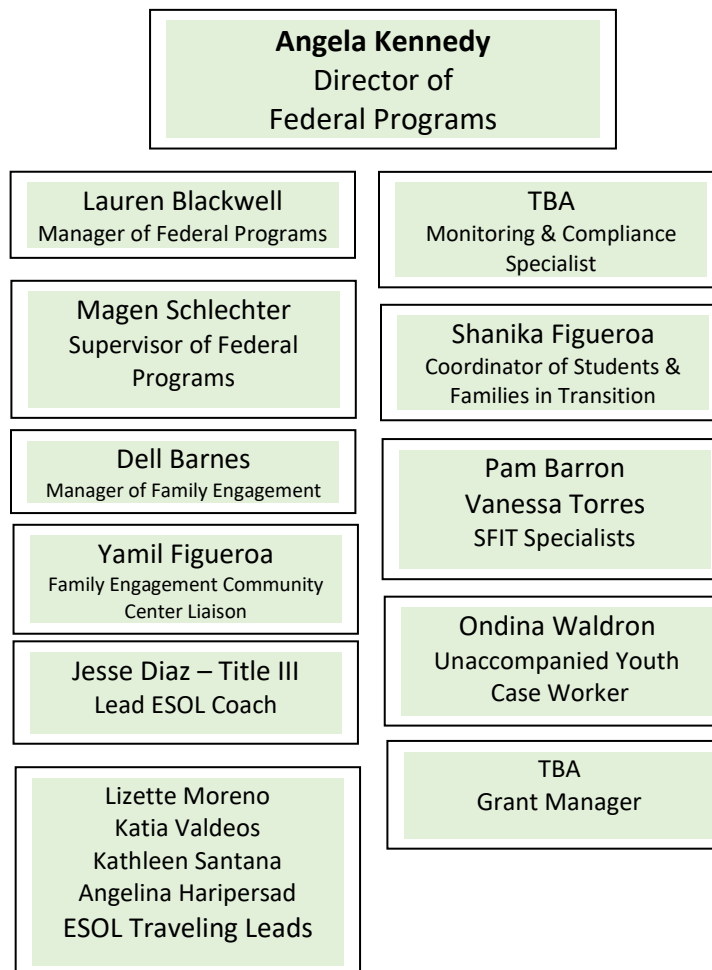
Pillar 5: Fiscal Responsibility & Organizational Effectiveness

Financial Impact

The cost for this agenda item is \$ 222,076.01, see attached budget sheet. The cost for the previous fiscal year was \$ 164,149.14.

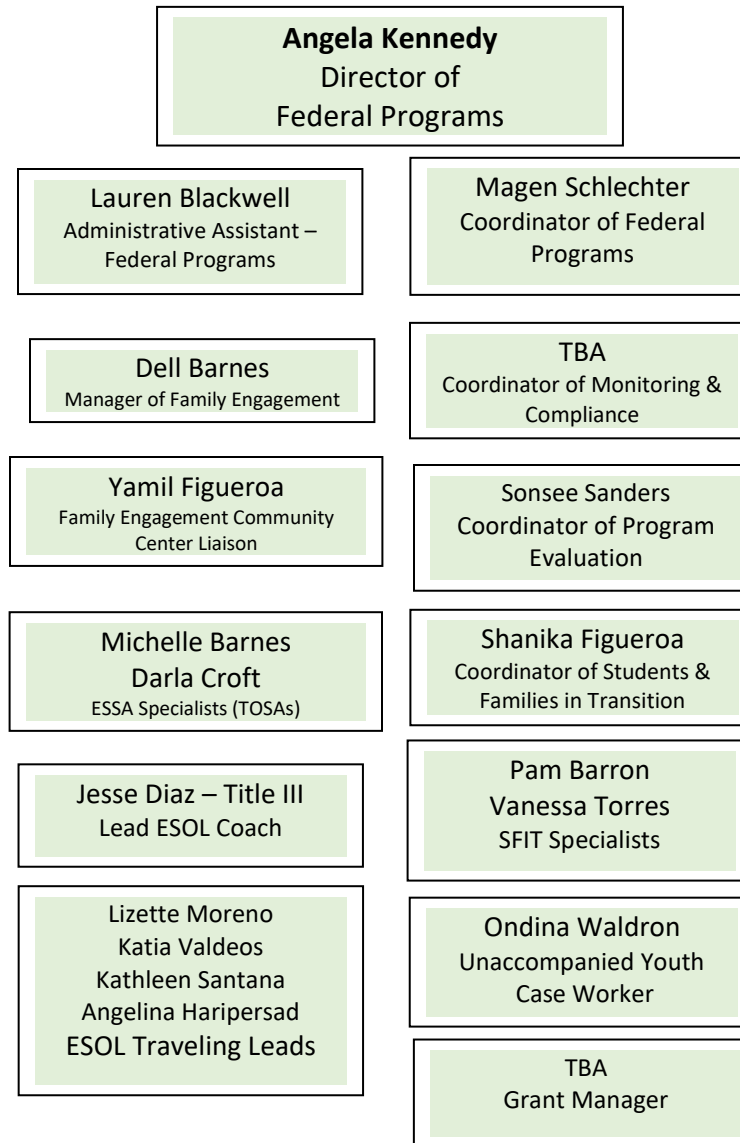
If expenditure is not currently budgeted, this will serve as the budget amendment when Board approved. If the agenda item includes the purchase of goods or services, the funds requested are an anticipated amount and may fluctuate depending on such factors as current market conditions, product availability, 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.

Federal Programs Proposed Organizational Chart



Federal Programs

Current Organizational Chart



Federal Programs Proposed Reorganization 2022-23

			Current		Proposed		Salary difference including benefits and fringes
Name	Current Position	Proposed Position	Salary	Salary, Benefits and Fringes	Salary	Salary, Benefits and Fringes	
TBA	Coordinator of Monitoring and Compliance	Federal Programs Compliance Specialist	\$66,349.00	\$86,760.05	\$34,960.00	\$42,217.21	-\$44,542.84
Schlechter, Magen	Coordinator of Federal Programs	Supervisor of Federal Programs	\$66,349.00	\$86,760.05	\$72,310.00	\$93,958.56	\$7,198.51
Blackwell, Lauren	Administrative Assistant Federal Programs	Manager of Federal Programs	\$47,709.00	\$64,250.39	\$65,637.00	\$85,900.24	\$21,649.85
Total Cost of Proposed Change							-\$15,694.48

Fringes calculated at 20.76% plus \$6637 for benefits.

Federal Programs Proposed Reorganization 2023-24

			Current		Proposed		Salary difference including benefits and fringes
Name	Current Position	Proposed Position	Salary	Salary, Benefits and Fringes	Salary	Salary, Benefits and Fringes	
							\$0.00
							\$0.00
							\$0.00
Total Cost of Proposed Change							\$0.00

Fringes calculated at 20.76% plus \$6637 for benefits.

Federal Programs Proposed Reorganization 2024-25

			Current		Proposed		Salary difference including benefits and fringes
Name	Current Position	Proposed Position	Salary	Salary, Benefits and Fringes	Salary	Salary, Benefits and Fringes	
							\$0.00
							\$0.00
Total Cost of Proposed Change							\$0.00

Fringes calculated at 20.76% plus \$6637 for benefits.

Title	General	Title I	Title II	Title IV	Title IX	Salary + Fringe	Title	General	Title I	Title II	Title IV	Title IX	Salary + Fringe	Difference
Director of Federal Programs @ 20%-50%-30%	\$26,594.00	\$43,454.00	\$17,729.00	\$0.00	\$0.00	\$112,636.51	Director of Federal Programs @ 20%-50%-30%	\$26,594.00	\$43,454.00	\$17,729.00	\$0.00	\$0.00	\$112,636.51	\$0.00
Coordinator of Federal Programs @ 90%-10%	\$0.00	\$59,714.00	\$0.00	\$6,635.00	\$0.00	\$86,760.05	Supervisor of Federal Programs @ 90%-10%	\$7,231.00	\$65,079.00	\$0.00	\$0.00	\$0.00	\$93,958.56	\$7,198.51
Coordinator of Monitoring and Compliance @ 70%-30%	\$0.00	\$46,444.00	\$19,905.00	\$0.00	\$0.00	\$86,760.05	Federal Programs Compliance Specialist @ 70%-30%	\$0.00	\$33,396.30	\$12,665.16	\$0.00	\$0.00	\$42,217.21	-\$44,542.84
Coordinator of Program Evaluation @ 20%-80%	\$13,270.00	\$53,079.00	\$0.00	\$0.00	\$0.00	\$86,760.05								
Coordinator of Students and Families in Transition	\$0.00	\$66,349.00	\$0.00	\$0.00	\$0.00	\$86,760.05	Coordinator of Students and Families in Transition	\$0.00	\$66,349.00	\$0.00	\$0.00	\$0.00	\$86,760.05	\$0.00
Administrative Assistant - Federal Programs	\$0.00	\$47,709.00	\$0.00	\$0.00	\$0.00	\$64,250.39	Manager of Federal Programs	\$0.00	\$65,637.00	\$0.00	\$0.00	\$0.00	\$85,900.24	\$21,649.85
Manager of Family and Community Engagement	\$0.00	\$54,715.00	\$0.00	\$0.00	\$0.00	\$72,710.83	Manager of Family and Community Engagement	\$0.00	\$54,715.00	\$0.00	\$0.00	\$0.00	\$72,710.83	\$0.00
Family and Community Centers Liaison	\$0.00	\$32,267.00	\$0.00	\$0.00	\$0.00	\$45,602.63	Family and Community Centers Liaison	\$0.00	\$32,267.00	\$0.00	\$0.00	\$0.00	\$45,602.63	\$0.00
Students and Families in Transition Unaccompanied Youth Case Worker @ 66%-34%	\$0.00	\$31,516.00	\$0.00	\$0.00	\$16,284.00	\$64,360.28	Students and Families in Transition Unaccompanied Youth Case Worker @ 70 %-30%	\$0.00	\$31,516.00	\$0.00	\$0.00	\$16,284.00	\$64,360.28	\$0.00
Students and Families in Transition Specialist	\$0.00	\$27,120.00	\$0.00	\$0.00	\$0.00	\$39,387.11	Students and Families in Transition Specialist	\$0.00	\$27,120.00	\$0.00	\$0.00	\$0.00	\$39,387.11	\$0.00
Total	\$39,864.00	\$462,367.00	\$37,634.00	\$6,635.00	\$16,284.00	\$745,987.95	Total	\$33,825.00	\$419,533.30	\$30,394.16	\$0.00	\$16,284.00	\$643,533.42	
Fringes calculated at 20.76% plus \$6637 for insurance.							Difference by Fund	-\$6,039.00	-\$42,833.70	-\$7,239.84	-\$6,635.00	\$0.00	-\$102,454.53	
							Fringes calculated at 20.76% plus \$6637 for insurance							

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Non-Union

<u>COORDINATOR OF MONITORING & COMPLIANCE SPECIALIST</u>

Required Qualifications:

- ~~Bachelor's Degree in education from an accredited institution~~ High School Diploma or equivalent
- ~~Hold a valid Florida teaching certificate~~ Possess a valid Florida driver's license
- ~~Five years of teaching experience~~ Experience with federal grant compliance
- Advanced experience in accounting and bookkeeping experience
- ~~Demonstrate proficiency in the use and management of technology~~ Ability to record and transcribe minutes
- ~~Knowledge of current principles and practices of federal programs~~

Desired Qualifications:

- ~~Master's Degree in Educational Leadership~~ A.A. degree
- Knowledge of Elementary and Secondary Education Act (1965) regulations and reauthorizations

Performance Responsibilities:

- Coordinate and/or assist with the implementation of federal programs including extended learning, professional development, monitoring and compliance, and private school program coordination
- ~~Assist school leadership teams with comprehensive needs assessments through analysis of disaggregated student performance data, demographic data, and other pertinent indicators~~
- ~~Assist in ensuring~~ Ensure that Title I schools comply with all requirements under the Elementary and Secondary Education Act regulations and reauthorizations
- Assist in the evaluation of School Improvement Plans/Title I Plans for compliance and reporting
- Prepare payroll for the Title I department, grant-funded positions, and special projects, including managing sign in sheets, extended leaves, additional duty, personnel action forms, benefits, tracking employee transfers, and leave donations
- Distribute, track, and collect semi-annual letters and personnel activity reports
- Assist with requests for vendor quotes
- Maintain inventory and prepare property inventory transfers
- Prepare and submit Federal Programs School Board agenda items
- Assist in the direction and collection of time and effort logs for federally funded staff
- Assist in the preparation and submission of FLDOE monitoring artifact uploads
- Assist in the provision of equitable services to non-public schools, including scheduling meetings, typing meeting minutes, organizing and advertising the annual Federal Programs Symposium

- Support with the collection of program usage data for evaluations of federally funded programs
- ~~Communicate with the Florida Department of Education officials, district and school personnel, and the community concerning aspects of the federal programs~~
- ~~Develop and implement documents for use in federal programs, as needed~~
- ~~Plan and facilitate informational meetings for district and school personnel, as needed~~
- Assist with the development and implementation of procedures for federal programs
- Assist in collecting and maintaining~~Establish systems, procedures and maintain~~ records for purposes of monitoring and compliance
- ~~Collaborate with~~Assist school and district leaders to plan, implement, and monitor Title I, II, and IV professional development, activities, and programs
- ~~Assist with the orientation of new school-based Title I staff~~
- Assist with School Advisory Councils and Title I Committee meetings
- Assist in budget preparation, recordkeeping, records disposal, and reporting
- ~~Communicate policies and requirements to all stakeholders~~
- Assist the parent, family, and community engagement team with compact audits
- Stay abreast of on-going state and federal mandates
- ~~Represent the district at state and regional meetings~~
- Perform other duties as assigned by the ~~Director~~Supervisor of Federal Programs and/or designee

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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

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Reports to:

Reports directly to the ~~Director~~Manager of Federal Programs and/or designee

Evaluation:

Annual evaluation done by the ~~Director~~Manager 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~~
Confidential Level J

Job Code:

63073

Board Approved: 02/20/07

Revised: 01/20/09, 03/03/09, 07/28/09, 01/11/11, 05/17/11, 06/10/14, 10/04/16, 12/10/18, 08/13/19,
04/27/2021

Coordinator of Monitoring and Compliance

**Hernando County School Board
Florida**

FLSA: Non-Exempt, Non-Union

MONITORING & COMPLIANCE SPECIALIST

Required Qualifications:

- High School Diploma or equivalent
- Possess a valid Florida driver's license
- Experience with federal grant compliance
- Advanced experience in accounting and bookkeeping experience
- Ability to record and transcribe minutes
- Knowledge of current principles and practices of federal programs

Desired Qualifications:

- A.A. degree
- Knowledge of Elementary and Secondary Education Act (1965) regulations and reauthorizations

Performance Responsibilities:

- Coordinate and/or assist with the implementation of federal programs including extended learning, professional development, monitoring and compliance, and private school program coordination
- Assist in ensuring that Title I schools comply with all requirements under the Elementary and Secondary Education Act regulations and reauthorizations
- Assist in the evaluation of School Improvement Plans/Title I Plans for compliance and reporting
- Prepare payroll for the Title I department, grant-funded positions, and special projects, including managing sign in sheets, extended leaves, additional duty, personnel action forms, benefits, tracking employee transfers, and leave donations
- Distribute, track, and collect semi-annual letters and personnel activity reports
- Assist with requests for vendor quotes
- Maintain inventory and prepare property inventory transfers
- Prepare and submit Federal Programs School Board agenda items
- Assist in the direction and collection of time and effort logs for federally funded staff
- Assist in the preparation and submission of FLDOE monitoring artifact uploads
- Assist in the provision of equitable services to non-public schools, including scheduling meetings, typing meeting minutes, organizing and advertising the annual Federal Programs Symposium
- Support with the collection of program usage data for evaluations of federally funded programs
- Assist with the development and implementation of procedures for federal programs

- Assist in collecting and maintaining records for purposes of monitoring and compliance
- Assist school and district leaders to plan, implement, and monitor Title I, II, and IV professional development, activities, and programs
- Assist with School Advisory Councils and Title I Committee meetings
- Assist in budget preparation, recordkeeping, records disposal, and reporting
- Assist the parent, family, and community engagement team with compact audits
- Stay abreast of on-going state and federal mandates
- Perform other duties as assigned by the Supervisor of Federal Programs 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 Manager of Federal Programs and/or designee

Evaluation:

Annual evaluation done by the Manager of Federal Programs and/or designee

Terms of Employment:

- 12-month employment
- Grant funded

Salary:

Salary based upon approved salary schedule Confidential Level J

Job Code:

Board Approved: 02/20/07

Revised: 01/20/09, 03/03/09, 07/28/09, 01/11/11, 05/17/11, 06/10/14, 10/04/16, 12/10/18, 08/13/19, 04/27/2021

Coordinator of Monitoring and Compliance

**Hernando County School Board
Florida**

FLSA: Exempt, Non-Union

<u>COORDINATOR SUPERVISOR OF FEDERAL PROGRAMS</u>
--

Required Qualifications:

- Bachelor's Degree in Education or a related field from an accredited institution
- Knowledge of curriculum program design, implementation and evaluation in a variety of content areas
- Knowledge of the operational procedures of federal programs including guidelines and regulations relating to federal programs
- Ability to communicate effectively orally and in writing
- Experience in program administration and supervision

Desired Qualifications:

- Master's Degree in Education or related field
- Three (3) years of previous supervisory experience
- Considerable knowledge of Elementary & Secondary Education Act (1965) regulations and reauthorizations Florida's Differentiated Accountability (DA) Model and Hernando County School District Policy
- Knowledge of accounting principles and practices relating to federal programs

Performance Responsibilities:

- Develop the project applications for Title I, Part A, Title IV, and all associated project amendments
- Coordinate all activities, programs and project components of Title I and Title IV
- Coordinate the efforts of personnel in determining the instructional needs of students in Title I schools, including assisting school leaders with the comprehensive needs assessment through analysis of disaggregated performance data, demographic data, and other pertinent indicators
- Coordinate and integrate Title I resources with the total school program
- Assist in the orientation for new school-based Title I staff
- Determine priorities for meeting instructional needs and supervise the preparation of the project proposals
- Implement procedures to assure that adequate funds, personnel, materials, equipment and evaluation procedures are included in each project proposal

- Coordinate evaluation procedures and improve programs as indicated by evaluation
- Supervise the compilation and dissemination of data and reports necessary for proper operation of school-wide programs
- Perform timely and regular consultation with private schools
- Coordinate and oversee the inventory monitoring process for equipment and materials purchased with Title I and Title IV funds
- Ensure the district's compliance with federal and state laws and regulations
- Collaborate with other federal programs
- Assist school leadership teams with comprehensive needs assessments through analysis of disaggregated student performance data, demographic data, and other pertinent indicators
- Plan and facilitate informational meetings for school and district personnel
- Work with school and district leaders to evaluate federally funded programs
- Supervise Parent, Family, and Community Engagement staff; conduct annual performance evaluations, and make recommendations for appropriate employment action
- Represent the District at state and regional meetings and conferences
- Assist the Director with all other federal funding opportunities, including applications, amendments, monitoring and reporting
- Regularly communicate with the Director of Federal Programs regarding all ongoing situations, programs, changes and practices in the areas of assigned responsibility
- Serve as the main contact for Federal Programs in the absence of the Director
- Perform other duties as assigned by the Director of Federal Programs and/or designee

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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~~G

Job Code:

63073

Board Approved: 01/20/09

Revised: 07/28/09, 07/27/10, 05/17/11, 09/06/11, 06/05/12, 06/10/14, 12/10/18, 08/13/19,
04/27/21, 07/20/21

~~Coordinator~~Supervisor of Federal Programs

**Hernando County School Board
Florida**

FLSA: Exempt, Non-Union

SUPERVISOR OF FEDERAL PROGRAMS

Required Qualifications:

- Bachelor's Degree in Education or a related field from an accredited institution
- Knowledge of curriculum program design, implementation and evaluation in a variety of content areas
- Knowledge of the operational procedures of federal programs including guidelines and regulations relating to federal programs
- Ability to communicate effectively orally and in writing
- Experience in program administration and supervision

Desired Qualifications:

- Master's Degree in Education or related field
- Three (3) years of previous supervisory experience
- Considerable knowledge of Elementary & Secondary Education Act (1965) regulations and reauthorizations Florida's Differentiated Accountability (DA) Model and Hernando County School District Policy
- Knowledge of accounting principles and practices relating to federal programs

Performance Responsibilities:

- Develop the project applications for Title I, Part A, Title IV, and all associated project amendments
- Coordinate all activities, programs and project components of Title I and Title IV
- Coordinate the efforts of personnel in determining the instructional needs of students in Title I schools, including assisting school leaders with the comprehensive needs assessment through analysis of disaggregated performance data, demographic data, and other pertinent indicators
- Coordinate and integrate Title I resources with the total school program
- Assist in the orientation for new school-based Title I staff
- Determine priorities for meeting instructional needs and supervise the preparation of the project proposals
- Implement procedures to assure that adequate funds, personnel, materials, equipment and evaluation procedures are included in each project proposal

- Coordinate evaluation procedures and improve programs as indicated by evaluation
- Supervise the compilation and dissemination of data and reports necessary for proper operation of school-wide programs
- Perform timely and regular consultation with private schools
- Coordinate and oversee the inventory monitoring process for equipment and materials purchased with Title I and Title IV funds
- Ensure the district's compliance with federal and state laws and regulations
- Collaborate with other federal programs
- Assist school leadership teams with comprehensive needs assessments through analysis of disaggregated student performance data, demographic data, and other pertinent indicators
- Plan and facilitate informational meetings for school and district personnel
- Work with school and district leaders to evaluate federally funded programs
- Supervise Parent, Family, and Community Engagement staff; conduct annual performance evaluations, and make recommendations for appropriate employment action
- Represent the District at state and regional meetings and conferences
- Assist the Director with all other federal funding opportunities, including applications, amendments, monitoring and reporting
- Regularly communicate with the Director of Federal Programs regarding all ongoing situations, programs, changes and practices in the areas of assigned responsibility
- Serve as the main contact for Federal Programs in the absence of the Director
- Perform other duties as assigned by the Director of Federal Programs 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 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 G

Job Code:

63073

Board Approved: 01/20/09

Revised: 07/28/09, 07/27/10, 05/17/11, 09/06/11, 06/05/12, 06/10/14, 12/10/18, 08/13/19,
04/27/21, 07/20/21

Supervisor of Federal Programs

**Hernando County School Board
Florida**

FLSA: ~~Non~~-Exempt, Non- Union

ADMINISTRATIVE ASSISTANT—MANAGER OF FEDERAL PROGRAMS

Required Qualifications:

- ~~High school diploma or General Education Diploma (GED)~~ A.A. degree or A.S. degree in related field
- Minimum of five (5) years of federal programs related to accounting and bookkeeping experience
- ~~Knowledge of District policies and procedures, audit processes, state laws, federal laws, and rules related to federal funding bookkeeping and office experience~~
- ~~Ability to record and transcribe minutes~~
- Experience managing large budgets for multiple funding sources across several cost centers via Microsoft Excel and Skyward
- Ability to manage, coordinate, and initiate
- ~~Advanced experience in accounting and bookkeeping procedures~~
- Knowledge of audit procedures, laws, rules and District policies and procedures
- Knowledge of current principles and practices of federal programs
- ~~Ability to organize and manage reports, manuals, correspondence, phone calls, etc.~~
- Working knowledge of purchasing related policies and procedures
- Considerable knowledge of office practices, procedures, equipment, and computer programs materials
- ~~Knowledge of and ability to use necessary computer programs~~
- ~~Ability to demonstrate initiative and independent judgment without direct supervision~~
- ~~Strong written and verbal communication skills~~
- Ability to Experience accurately manage and complete multiple concurrent duties
- Must possess a valid Florida driver's license

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Desired Qualifications:

~~Pass typing test of 50 words per minute—Experience writing and managing entitlement grants~~

- Considerable knowledge of managing multiple federal funding sources
- Broad knowledge of the purchasing, human resources, and finance portions of the Skyward software system
- Experience with managing inventory, barcoding, and using Alexandria
- Knowledge of accounting principles and practices relating to federal programs
- Familiarity with the FLDOE Red Book, and FLDOE Green Book
- Good interpersonal skills and the ability to maintain positive relationships and communicate effectively (both orally and written) with staff, district personnel, private school administrators, community members, and vendors

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Performance Responsibilities:

- Compile information, including but not limited to contracts, funding for personnel, and quotes, to support with grant application completion, budget management, and reporting
- Support the management of all activities, programs and project components related to federal grants
- Manage the budgets for grant funded personnel hired at the school and district level
- Coordinate and integrate federally funded resources with the ~~total~~ school programs
- Direct, coordinate, and initiate purchase requisitions for every Title I, and other grant funded expenditure for all schools and departments
- Support the implementation of procedures to assure that adequate funds, personnel, materials, equipment and evaluation plans are included in each project proposal
- Track expenditures for all District divisions, departments and/or schools receiving Federal grant funds
- Manage the compilation of fiscal reports for U.S. Department of Education, Florida Department of Education, and District divisions and departments
- Ensure that Title I schools comply with all requirements related to the Elementary and Secondary Education Act regulations and reauthorizations
- Ensure the District's compliance with federal and state laws and regulations
- Collaborate with other federal programs to ensure best practices are being used where expenditures are concerned
- Support the implementation of federal programs including extended learning, professional development, monitoring and compliance, and private school program coordination
- Collaborate on the development and implementation of procedures for federal programs
- Regularly communicate and collaborate with the Director and Supervisor of Federal Programs regarding all ongoing situations, programs, changes and practices in the areas of assigned responsibility
- Manage all aspects of the formal bid process for schools and departments for all purchases related to federal funded purchases that require formal quotes
- Compile budget amendment, and/or journal entry documentation for the movement of funds to and within department and/or school accounts
- Collaborate with the Monitoring and Compliance Specialist, and the Finance Department to ensure accuracy of accounts
- Collaborate with school administrators to ensure that funds are being used in a timely manner, based on what was approved by the FLDOE
- Support school administrators and department leaders with implementing Federal Programs' required procedures
- Create and maintain project initiative spreadsheets and databases, and budgetary data in Skyward for federally funded grants
- Maintain effective filing system for Federal Programs grants management, accountability documents, correspondence, reports, etc.
- Develop and implement documents for use in Federal Programs, public, and private schools
- Oversee the inventory management process for items ordered with Federal funds
- Manage grant funded items sent for public sale from Federal Programs and schools
- Input and maintain various records and manuals related to policies and procedures for Federal Programs
- Verify data changes for grant-funded personnel, and maintain a spreadsheet that outlines salary changes
- Act as a liaison between the school bookkeepers and the Federal Programs department
- Act as a liaison between the school bookkeepers and the Human Resources department for matters concerning Federally funded personnel hiring, transfers, and additional duty

- Prepare and maintain all work orders related to School Dude
- Maintain service contracts and contact vendors for service when needed
- Submit vendor contracts, agreements and quotes to the Board attorney for review
- Act as the primary contact for vendors
- Support with the consultation process with private schools for equitable services
- Oversee the daily functions of the department when the Director and Supervisor of Federal Programs are not available
- Supervise assigned personnel, conduct annual performance evaluation and make recommendations for appropriate employment action
- Perform other duties as assigned by the Director of Federal Programs and/or designee
- Perform other duties as assigned by the Director of Federal Programs and/or designee

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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 position

Salary:

Salary based upon approved salary schedule – ~~Confidential Level L~~ Professional/Technical/Supervisory Category E

Job Code: 63091

Board Approved: 08/09/11

Revised: 06/10/14, 7/6/2015, 12/10/18, 2/26/19

| ~~Administrative Assistant~~ Manager of Federal Programs

Hernando County School Board Florida

FLSA: Exempt, Non- Union

–MANAGER OF FEDERAL PROGRAMS

Required Qualifications:

- A.A. degree or A.S. degree in related field
- Minimum of five (5) years of federal programs related to accounting and bookkeeping experience
- Knowledge of District policies and procedures, audit processes, state laws, federal laws, and rules related to federal funding Experience managing large budgets for multiple funding sources across several cost centers via Microsoft Excel and Skyward
- Ability to manage, coordinate, and initiate
- Knowledge of audit procedures, laws, rules and District policies and procedures
- Knowledge of current principles and practices of federal programs
- Working knowledge of purchasing related policies and procedures
- Considerable knowledge of office practices, procedures, equipment, and computer programs
- Ability to Experience accurately managing and completing multiple concurrent duties
- Must possess a valid Florida driver's license

Desired Qualifications:

- Experience writing and managing entitlement grants
- Considerable knowledge of managing multiple federal funding sources
- Broad knowledge of the purchasing, human resources, and finance portions of the Skyward software system
- Experience with managing inventory, barcoding, and using Alexandria
- Knowledge of accounting principles and practices relating to federal programs
- Familiarity with the FLDOE Red Book, and FLDOE Green Book
- Good interpersonal skills and the ability to maintain positive relationships and communicate effectively (both orally and written) with staff, district personnel, private school administrators, community members, and vendors

Performance Responsibilities:

- Compile information, including but not limited to contracts, funding for personnel, and quotes, to support with grant application completion, budget management, and reporting
- Support the management of all activities, programs and project components related to federal grants
- Manage the budgets for grant funded personnel hired at the school and district level
- Coordinate and integrate federally funded resources with the ~~total~~ school programs
- Direct, coordinate, and initiate purchase requisitions for every Title I, and other grant funded expenditure for all schools and departments
- Support the implementation of procedures to assure that adequate funds, personnel, materials, equipment and evaluation plans are included in each project proposal

- Track expenditures for all District divisions, departments and/or schools receiving Federal grant funds
- Manage the compilation of fiscal reports for U.S. Department of Education, Florida Department of Education, and District divisions and departments
- Ensure that Title I schools comply with all requirements related to the Elementary and Secondary Education Act regulations and reauthorizations
- Ensure the District's compliance with federal and state laws and regulations
- Collaborate with other federal programs to ensure best practices are being used where expenditures are concerned
- Support the implementation of federal programs including extended learning, professional development, monitoring and compliance, and private school program coordination
- Collaborate on the development and implementation of procedures for federal programs
- Regularly communicate and collaborate with the Director and Supervisor of Federal Programs regarding all ongoing situations, programs, changes and practices in the areas of assigned responsibility
- Manage all aspects of the formal bid process for schools and departments for all purchases related to federal funded purchases that require formal quotes
- Compile budget amendment, and/or journal entry documentation for the movement of funds to and within department and/or school accounts
- Collaborate with the Monitoring and Compliance Specialist, and the Finance Department to ensure accuracy of accounts
- Collaborate with school administrators to ensure that funds are being used in a timely manner, based on what was approved by the FLDOE
- Support school administrators and department leaders with implementing Federal Programs' required procedures
- Create and maintain project initiative spreadsheets and databases, and budgetary data in Skyward for federally funded grants
- Maintain effective filing system for Federal Programs grants management, accountability documents, correspondence, reports, etc.
- Develop and implement documents for use in Federal Programs, public, and private schools
- Oversee the inventory management process for items ordered with Federal funds
- Manage grant funded items sent for public sale from Federal Programs and schools
- Input and maintain various records and manuals related to policies and procedures for Federal Programs
- Verify data changes for grant-funded personnel, and maintain a spreadsheet that outlines salary changes
- Act as a liaison between the school bookkeepers and the Federal Programs department
- Act as a liaison between the school bookkeepers and the Human Resources department for matters concerning Federally funded personnel hiring, transfers, and additional duty
- Prepare and maintain all work orders related to School Dude
- Maintain service contracts and contact vendors for service when needed
- Submit vendor contracts, agreements and quotes to the Board attorney for review
- Act as the primary contact for vendors
- Support with the consultation process with private schools for equitable services
- Oversee the daily functions of the department when the Director and Supervisor of Federal Programs are not available
- Supervise assigned personnel, conduct annual performance evaluation and make recommendations for appropriate employment action
- Perform other duties as assigned by the Director of Federal Programs 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 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 position

Salary:

Salary based upon approved salary schedule – Professional/Technical/Supervisory Category E

Job Code: 63091

Board Approved: 08/09/11

Revised: 06/10/14, 7/6/2015, 12/10/18, 2/26/19

Manager of Federal Programs

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 Funds					
Account Name	Title I, Part A and Title II					
Account Number	4210E	6300	1610-1620	9462/9008	82300/90300	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	212,680.15					

Funding Source	General Fund					
Account Name	General Fund					
Account Number	1100E	6300	1610	9410	00100	
	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	9,395.86					

C. History

Check one:

Prior Year Budget: ☒New for Current Year: ☐

Prior Year Approved Budget: \$ 180,407.00

Prior Year Actual Spent: \$ 164,149.14

** 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 # 22-0712

6/14/2022

Title and Board Action Requested

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

Executive Summary

Please see the attached form if you wish to make a presentation before the School Board for matters that pertain to other Hernando County School issues on which the School Board customarily takes actions.

My Contact

Kelly A. Pogue
Secretary to the School Board and General Counsel
(352) 797-7253

2018-23 Strategic Focus Area

Pillar 4: Communication & Community Engagement

Financial Impact

There is no financial impact.

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

Hernando County School Board

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 # 22-0715

6/14/2022

Title and Board Action Requested

Recess public meeting for shade session pursuant to F.S. §286.011(8) to discuss pending litigation regarding surtax ballot - HCSB v. Hernando County. Following shade session, follow up action if and to the extent necessary.

Executive Summary

Recess public meeting for shade session pursuant to F.S. §286.011(8) to discuss pending litigation regarding surtax ballot - HCSB v. Hernando County. Following shade session, follow up action if and to the extent necessary.

My Contact

Dennis Alfonso
McClain Alfonso P.A.
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. 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.

IN THE CIRCUIT COURT OF
THE FIFTH JUDICIAL CIRCUIT, IN
AND FOR HERNANDO COUNTY, FLORIDA

HERNANDO COUNTY SCHOOL DISTRICT,
and the **HERNANDO COUNTY SCHOOL**
BOARD,

Plaintiffs,

v.

Case N^o _____

HERNANDO COUNTY, FLORIDA, the
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS, and the from time-to-time
incumbent members thereof, currently **JOHN**
ALLOCCO, STEVE CHAMPION, WAYNE
DUKES, JEFF HOLCOMB, and **ELIZABETH**
NARVERUD, in their official capacities,

Defendants.

**EMERGENCY VERIFIED
COMPLAINT FOR PEREMPTORY
WRIT OF MANDAMUS, AND OTHER APPROPRIATE RELIEF**

The Plaintiffs, **HERNANDO COUNTY SCHOOL DISTRICT,** and the **HERNANDO COUNTY SCHOOL BOARD,** file this *Emergency Verified Complaint for Peremptory Writ of Mandamus, and Other Appropriate Relief* (the **COMPLAINT**), and sue the Defendants: **HERNANDO COUNTY, FLORIDA;** the **HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS;** and the from time-to-time incumbent members thereof, currently **JOHN ALLOCCO, STEVE CHAMPION, WAYNE DUKES, JEFF HOLCOMB,** and **ELIZABETH NARVERUD,** in their official capacities, saying as follows:

PARTIES

1. The Plaintiff, the Hernando County School District (the **SCHOOL DISTRICT**), is, pursuant to ART. IX, Sec. 4., *Fla. Const.*, the established school district for Hernando County, Florida.
2. The Plaintiff, the Hernando County School Board, is, pursuant to ART. IX, Sec. 4.(b), *Fla. Const.*, the governing body of the **SCHOOL DISTRICT** (collectively, the **SCHOOL BOARD**), and has the duty and lawful authority to “operate, control and supervise all free public schools within the school district and determine the rate of school district taxes within the limits prescribed herein.”

Electronically Filed Hernando Case # 22000530CAAXMX 06/06/2022 05:08:45 PM

3. The Defendants are: Hernando County, Florida, pursuant to ART. VIII, Sec. 1.(a), *Fla. Const.*, a political subdivision of the State of Florida (the **COUNTY**); the COUNTY'S Board of County Commissioners, pursuant to ART. VIII, Sec. 1.(e), *Fla. Const.*, its governing body and through which it acts (the **COUNTY BOARD**); and the from time-to-time incumbent members of the COUNTY BOARD (the **MEMBERS**), currently John Allocco, Steve Champion, Wayne Dukes, Jeff Holcomb, and Elizabeth Narverud, in their official capacities (collectively, the **DEFENDANTS** and/or the **COUNTY COMMISSION**).

JURISDICTION

4. Pursuant to ART. V, Sec. 5.(b), this Court has both subject matter jurisdiction of this action, and authority to issue all writs and judgments necessary or proper for the complete exercise of its jurisdiction (the **EXTRAORDINARY WRITS**), including, but not limited to, writs of mandamus.

5. Pursuant thereto, §26.012, *Fla. Stat.*, and RULE 1.630, *Fla. R. Civ. P.*, this Court's subject matter jurisdiction, and its authority to issue EXTRAORDINARY WRITS, including, but not limited to, writs of mandamus, as conferred by the *Florida Constitution*, are implemented.

FACTS UPON WHICH PLAINTIFF RELIES

6. Pursuant to §1001.32(2), *Fla. Stat.*, the SCHOOL BOARD shall "operate, control, and supervise all free public schools in their respective districts and may exercise any power except as expressly prohibited by the State Constitution or general law."

7. Pursuant to §1013.35(2), *Fla. Stat.*, the SCHOOL DISTRICT, acting through the SCHOOL BOARD, is required to establish a plan, both for the maintenance of existing educational facilities, and for the establishment of future educational facilities, as the need for each arises (the **DISTRICT EDUCATIONAL FACILITIES PLAN**), and pursuant to Subsection (2)(a) thereof:

(a) Annually, prior to the adoption of the district school budget, each district school board shall prepare a tentative district educational facilities plan that includes long-range planning for facilities needs over 5-year, 10-year, and 20-year periods. The plan must be developed in coordination with the general-purpose local governments and be consistent with the local government comprehensive plans. The school board's plan for provision of new schools must meet the needs of all growing communities in the district, ranging from small rural communities to large urban cities.

8. Pursuant to §1013.35(2)(b), *Fla. Stat.*, and as an integral part of the DISTRICT EDUCATIONAL FACILITIES PLAN, the SCHOOL DISTRICT must establish a district facilities work

program, which must include, but is not limited to, “a financially feasible district facilities work program for a five year period” (the **WORK PROGRAM**).

9. In order to establish a financially feasible five (5) year WORK PROGRAM, the SCHOOL BOARD must be able to predict with fair accuracy the funding that will be available to it during the WORK PROGRAM’S rolling five (5) year planning horizon.

10. Pursuant to §212.055(6), *Fla. Stat.*, and upon approval by majority vote of the COUNTY’S electors in a referendum, the SCHOOL BOARD may levy a discretionary School Capital Outlay Surtax of up to one-half percent (0.5%) on sales of non-exempt goods and services within the geographic boundaries of the COUNTY (a **SCHOOL CAPITAL OUTLAY SURTAX**).

11. In 2015, the SCHOOL BOARD, pursuant to a resolution adopted by it (the **2015 RESOLUTION**), presented a Referendum to the COUNTY’S electors (the **2015 REFERENDUM**) to levy a one-half percent (0.5%) SCHOOL CAPITAL OUTLAY SURTAX for a ten (10) year period, which 2015 REFERENDUM was approved (the **2015 SCHOOL CAPITAL OUTLAY SURTAX**).

12. The 2015 SCHOOL CAPITAL OUTLAY SURTAX has been collected beginning as of January 1, 2016, and will expire on December 31, 2025, the end of its approved duration.

13. Planning for new schools to meet increasing population demands requires a minimum of five (5) years for property acquisition, land use approval by the COUNTY COMMISSION, securing of financing, facility design, and construction.

14. Before planning for construction of new school facilities can begin, the SCHOOL DISTRICT must be assured of a continuing flow of predictable revenues, including, but not limited to, taxes, to support any bonding that may be necessary to finance such facilities.

15. The COUNTY’S population, and, hence, that of the SCHOOL DISTRICT, is growing exponentially, with approximately fifteen thousand (15,000) new home sites either already approved by the COUNTY COMMISSION, or in the existing “pipeline” for their approval.

16. That growth, and the projections for it to continue unabated, has put enormous and unrelenting pressure on the SCHOOL BOARD in discharging its statutory duty to develop and implement a financially feasible WORK PROGRAM for its rolling five (5) year planning horizon.

17. Accordingly, the SCHOOL DISTRICT, on April 12, 2022, unanimously adopted its Resolution R22-005 (the **2022 RESOLUTION**), a copy of which is attached as **Exhibit-A** hereto, to place a referendum on the November 08, 2022, General Election Ballot (the **2022 BALLOT**) seeking renewal of the half-percent (0.5%) 2015 SCHOOL CAPITAL OUTLAY SURTAX for ten (10) years, from January 1, 2026, to December 31, 2035, without overlap of collection (the **2022 REFERENDUM**), and published a *2025 Half Cent Referendum Projects List*, detailing the planned use of the proceeds of a renewed Surtax (the **CRITICAL PROJECTS**), and a copy thereof is attached as **Exhibit-B** hereto.

18. Upon adoption of the 2022 RESOLUTION, the SCHOOL BOARD presented the 2022 RESOLUTION, and a statement, contained within the body of the 2022 RESOLUTION, conforming to the requirements of §101.161, *Fla. Stat.*, to the COUNTY COMMISSION, pursuant to §212.055(6)(b), *Fla. Stat.*, which, in pertinent part, directs that the 2022 REFERENDUM “**shall** be placed on **the** ballot by the governing body of the county” (emphasis added), as specified by the SCHOOL BOARD.

19. Pursuant to §212.055(6)(b), *Fla. Stat.*, the COUNTY COMMISSION, when directed by the SCHOOL BOARD, had imposed upon it a statutorily mandated non-discretionary clear ministerial duty to place the 2022 REFERENDUM on the 2022 BALLOT, as specified by the SCHOOL BOARD.

20. The COUNTY COMMISSION, at their April 26, 2022, meeting, considered their duty under the 2022 REFERENDUM, and, in their discussion thereof, among other things, the MEMBERS:¹

a. Questioned the need for placing the 2022 REFERENDUM on the ballot three (3) years ahead of the expiration of the 2015 SCHOOL CAPITAL OUTLAY SURTAX;

b. Accused the SCHOOL BOARD, its Superintendent, and its Attorney, of failing to do appropriate due diligence;

c. Expressed displeasure at the SCHOOL BOARD’s electoral and/or school assignment districts; and

d. Requested an opinion from the County Attorney regarding whether it could delay the 2022 REFERENDUM to the 2024 General Election, and deferred their decision until their May 10, 2022, meeting.

¹ For an audio/video record of the discussion by the County Commission at their April 26, 2022, meeting, see <http://hernandocountyfl.gov/Citizens/SplitView.aspx?Mode=Video&MeetingID=1902&Format=Agenda>, the link to that meeting, beginning at approximately 1:37 minutes through approximately 1:46 minutes into the recording. Alternatively, search a browser for “Hernando County Agendas;” allow a change of site to “Meeting Calender;” under Past Meetings select “See More;” for April 26, 2022, Board of County Commissioners - Regular Meeting, select “Video;” and use the “slider” to set the recording at the beginning point.

21. The COUNTY COMMISSION, at their May 10, 2022, meeting, by a 4-1 vote, ignored their ministerial duty regarding the 2022 RESOLUTION, and refused to place it on the 2022 BALLOT for the 2022 General Election, instead, over the objection of the SCHOOL BOARD, and without legal authority, placing it on another ballot to be presented to the electorate in the 2024 General Election.

22. In discussing whether to insert themselves into the decision making, planning, and policy prerogatives of the SCHOOL BOARD, and substitute their judgment for that of the SCHOOL BOARD, the several County Commissioners, in their individual comments, among other things:²

a. Expressed general dissatisfaction with the SCHOOL BOARD, and the establishment and implementation of certain of its policies and procedures;

b. Acknowledged a divisiveness in their relationship with the SCHOOL BOARD, causing many of them to have no desire to coordinate with the SCHOOL BOARD;

c. Acknowledged the rapid growth of the COUNTY and the need to have long-term SCHOOL DISTRICT planning to accommodate that growth;

d. Acknowledged the need to be able to finance, through bonding, facilities to accommodate growth;

e. Acknowledged the need to have a predictable long-term revenue flow to bond the construction of new school facilities to meet growth needs;

f. Expressed concern that a period of increasing inflation was an inappropriate time to adopt new taxes;

g. Speculated that, over the next two (2) years, the legislature could change the SCHOOL CAPITAL OUTLAY SURTAX authorizing statutes;

h. Speculated that the SCHOOL BOARD may, in 2024, seek to review its existing one percent (1.0%) sales tax surcharge, which also expires on December 31, 2025, openly implying that, as a matter of policy, the COUNTY COMMISSION should require the SCHOOL BOARD to have both sales tax surcharges on the same ballot;

i. Speculated that, with three (3) SCHOOL BOARD seats up for re-election on the 2022 General Election Ballot, there may be a change of SCHOOL BOARD membership that would avoid seeking renewed and extended taxes;

j. Encouraged the public to vote in the SCHOOL BOARD races to defeat the current SCHOOL BOARD MEMBERS standing for re-election; and

² For an audio/video record of the discussion by the County Commission at their May 10, 2022, meeting, see <http://hernandocountyfl.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1902&Format=Agenda>, the link to that meeting, beginning at approximately 2:00 minutes through approximately 2:10 minutes into the recording. Alternatively, search a browser for "Hernando County Agendas;" allow a change of site to "Meeting Calendar;" under Past Meetings select "See More;" for May 10, 2022, Board of County Commissioners - Regular Meeting, select "Video;" and use the "slider" to set the recording at the beginning point.

k. Acknowledged the pendency of the COUNTY COMMISSION'S own §212.055(2), *Fla. Stat.*, half-percent (0.5%) Local Government Infrastructure Surtax being on the November 08, 2022 General Election Ballot.

23. Under §212.055(6), *Fla. Stat.* (2015), a referendum for a School Capital Outlay Surtax could be placed on the ballot of either a special election called by a County Commission, a primary election, or the general election, during the election cycle, with the county commission of the subject county having the discretion to select upon which election of the specific cycle the referendum was to be presented to the electorate (see *Op. Atty. Gen.*, 98-29, in which that precise issue, between the Hernando County School Board and the Hernando County Board of County Commissioners, was addressed by the Florida Attorney General), but without discretion to select the election cycle of a year different from that specified by the school board.

24. The issues discussed by the COUNTY COMMISSION, both at their April 26, 2022, and at their May 10, 2022, meetings, are issues relevant and material, and properly considered, if at all, only by the SCHOOL BOARD, in establishing its discretionary policy prerogatives and executing its discretionary planning function, not in the COUNTY COMMISSION'S execution of their ministerial duty to place the REFERENDUM on the 2022 BALLOT, as selected and specified by the SCHOOL BOARD.

25. In 2019, pursuant to CH. 2019-64, Sec. 1., L.O.F., the Florida Legislature amended §212.055, *Fla. Stat.*, both by amending Subsection (1)(c) thereof to eliminate a county commission's discretion to select the date the election, and by adding a new Subsection (10) thereto, requiring that, thereafter, all referenda for sales tax surcharges thereunder "must be held at a general election," which, by standard rules of statutory construction, means the general election of the election cycle specified by the sponsoring agency, thus eliminating any discretion which a county commission may theretofore have had to select a date for presentation of a §212.055, *Fla. Stat.*, referendum to the electorate.

26. By acting to place the 2022 REFERENDUM on a ballot in an election cycle other than that selected by the SCHOOL BOARD, the COUNTY COMMISSION sought to intrude upon the policy and planning prerogatives vested by statute solely in the SCHOOL BOARD, and to substitute their judgment for that of the SCHOOL BOARD.

27. The incumbent COUNTY COMMISSIONERS' insertion of their judgment into, and interference with, the financial and construction timing required to be established by the SCHOOL

BOARD, in both its DISTRICT EDUCATIONAL FACILITIES PLAN, and its WORK PROGRAM, will prevent the normal continuance of the SCHOOL BOARD'S coordination with the COUNTY COMMISSION, including, but not limited to, by execution of the CRITICAL PROJECTS to meet the needs of the COUNTY'S growing population in a manner consistent with the COUNTY'S Comprehensive Plan.

28. The COUNTY'S Supervisor of Elections must have the ballot statement by August 1, 2022, in order to include the 2022 REFERENDUM on the 2022 BALLOT.

COUNT I
WRIT OF MANDAMUS TO COUNTY COMMISSION

29. This is an action seeking issuance, by this Court, of a *Preemptive Writ of Mandamus*, pursuant to RULE 1.630, *Fla. R. Civ. P.*, to the COUNTY, to the COUNTY BOARD, to the COUNTY COMMISSION, and to its current, and from time-to-time incumbent, MEMBERS, directing them, and each of them, to place the 2022 REFERENDUM on the 2022 General Election Ballot.

30. Paragraphs 1.-28., above, are realleged and incorporated herein by reference, as fully as if set forth in full and complete text.

31. The Fifth District Court of Appeal, in *Poole v. City of Port Orange*, 33 So.3d 739, 741 (Fla. 5th DCA 2010) explained the nature of mandamus as an extraordinary remedy, saying as follows:

Mandamus is a common law remedy used to enforce an established legal right by compelling a person in an official capacity to perform an indisputable ministerial duty required by law. *Puckett v. Gentry*, 577 So.2d 965, 967 (Fla. 5th DCA 1991). To state a cause of action for mandamus, a party must allege a clear legal right to performance of the act requested, an indisputable legal duty, and the lack of an adequate remedy at law. *Radford v. Brock*, 914 So.2d 1066, 1067 (Fla. 2d DCA 2005). Mandamus is an appropriate remedy to compel a city's timely production of public records. *Town of Manalapan v. Rechler*, 674 So.2d 789, 790 (Fla. 4th DCA 1996).

32. The Florida Supreme Court, in *First National Bank of Key West v. Filer*, 107 Fla. 526, 534, 145 So. 204, 207 (1933), defined a "ministerial duty" of a public officer or agency as follows:

[A] duty is to be regarded as ministerial when it is a duty that has been positively imposed by law, and its performance required at a time and in a manner, or upon conditions which are specifically designated; the duty to perform under the conditions specified not being dependent upon the officer's judgment or discretion.

33. A duty imposed, by statute, upon a local government or official, to do an act, without conditions or discretion regarding the execution of that duty, constitutes a ministerial duty of that

government or official to perform the required act. *Poole*, at 741, citing *Town of Manalapan*, at 790 (production of public records is ministerial duty imposed by Ch. 119, *Fla. Stat.*).

34. The Legislature, in §212.055(6)(b), *Fla. Stat.*: imposed upon the COUNTY COMMISSION the ministerial duty to place the 2022 REFERENDUM on the BALLOT; did not prescribe any conditions regarding the COUNTY COMMISSION’S obligation to obey the legislative mandate; and did not confer upon the COUNTY COMMISSION, or the current or from time-to-time incumbent MEMBERS thereof, any discretion to act thereon other than in a purely ministerial fashion.

35. Whether the SCHOOL BOARD has a clear legal right to have the REFERENDUM placed, and the COUNTY COMMISSION has a clear legal duty to place the REFERENDUM, on the 2022 General Election Ballot, is a question of the interpretation and construction of the §212.055(6)(b), *Fla. Stat.*, which, in pertinent part, mandatorily directs that a referendum required thereunder “shall be placed on the ballot by the governing body of the county” (emphasis added).

36. The Florida Supreme Court, in *Jenny v. State*, 447 So.2d 1351, 1353 (Fla. 1984), said, regarding the statute under consideration therein, that (bracketed material added):

By its very plain meaning, the statute is self-executing. . . . We will not rewrite the statute. Where a statute is unambiguous and clear upon its face, courts must accord the statute its plain meaning and are not free to construe it otherwise. *Carson v. Miller*, 370 So.2d 10 [11] (Fla. 1979) [(“We have consistently held that unambiguous statutory language must be accorded its plain meaning.”)]; *Heredia v. Allstate Insurance Co.*, 358 So.2d 1353 [1355] (Fla. 1978) [(if legislature does not artfully harmonize a provision of law with other provisions of the same law, an adjustment is appropriately to be made only by the legislature, not by judicial redrafting)].

37. The use of the word “shall” in §212.055(6)(b), *Fla. Stat.*, makes it mandatory that the COUNTY COMMISSION schedule the REFERENDUM for a vote by the electors of the COUNTY. See *Concerned Citizens of Putnam County for Responsive Government, Inc., v. St. Johns River Water Management District*, 622 So.2d 520, 523 (Fla. 5th DCA 1993) (if “a matter of ‘substance’ rather than a ‘matter of convenience’ is involved, the word ‘shall’ will be strictly construed”), citing *Neal v. Bryant*, 149 So.2d 529, 533 (Fla. 1962); see, also, *White v. Means*, 280 So.2d 20, 21 (Fla. 1st DCA 1973) (use of the word “shall” in a statute, according to its normal usage, has a mandatory connotation), also citing *Neal v. Bryant*, at 533.

38. The parts of speech known grammatically as “Articles” define whether textual references are made to a specific thing, or to a group or class of similar things.³

39. The use of the definite Article “the”⁴ in the relevant phrase of §212.055(6)(b), *Fla. Stat.*, makes reference to, and thereby limits the COUNTY COMMISSION’S choice to, a specific ballot, rather than conferring discretion upon them to choose any ballot, among multiple possible ballots.

40. If the Legislature had intended to confer such discretion upon the COUNTY COMMISSION, it would have used the indefinite Article “a”⁵ which would have allowed them to chose one (1) among multiple election cycles for submittal of the 2022 REFERENDUM to the electorate.

41. The apodictic logic of limiting the selection of the election cycle, in which to present the 2022 REFERENDUM to the electorate, to that specified by its sponsor, the SCHOOL BOARD, is that, otherwise, the COUNTY COMMISSION could frustrate the DISTRICT EDUCATIONAL FACILITIES PLAN and the WORK PROGRAM by selecting an election cycle beyond the expiration of the 2015 SCHOOL CAPITAL OUTLAY SURTAX, or even outside of the SCHOOL BOARD’S reasonable planning horizon.

42. The 2022 RESOLUTION by the SCHOOL BOARD “specified” the ballot for the 2022 General Election to be the ballot on which the REFERENDUM is to be placed.

43. The requirement of §212.055(10), *Fla. Stat.*, that all referenda for sales tax surcharges be presented for consideration by the electorate in general elections, requires that the vote thereon be taken in the “specific” general election to which the SCHOOL BOARD made reference.

44. The plain meaning of the clear and unambiguous language of the subject phrase of §212.055(6)(b), *Fla. Stat.*, imposes a mandatory non-discretionary clear ministerial duty upon the COUNTY COMMISSION, and directs them to place the 2022 REFERENDUM on the 2022 BALLOT.

45. The SCHOOL BOARD has a clear legal right to have the 2022 REFERENDUM placed upon the 2022 General Election Ballot, during the election cycle of the SCHOOL BOARD’S choice.

³ Articles are words that define a noun as specific or unspecific. <http://grammarly.com/blog/articles/>

⁴ The definite Article is the word “the” which limits the meaning of a noun to one particular idea or thing, to the exclusion of all other similar ideas or things. <http://grammarly.com/blog/articles/>

⁵ The indefinite Articles are the words “a” and “an” and indicate that a noun refers to a general idea or class of things, rather than to a particular idea or thing. <http://grammarly.com/blog/articles/>

46. Pursuant to §212.055(6)(b), *Fla. Stat.*, the COUNTY COMMISSION, and, acting collectively, each of the MEMBERS thereof, in their official capacities, have a statutorily directed mandatory non-discretionary clear ministerial duty to place the 2022 REFERENDUM on the General Election Ballot of the 2022 election cycle, as specified by the SCHOOL BOARD.

47. The refusal by the COUNTY COMMISSION, and, acting collectively, by each of the current MEMBERS thereof in their official capacities, to place the 2022 REFERENDUM on the 2022 General Election Ballot, and, instead, to attempt to place it on the 2024 General Election Ballot, will interrupt and delay the facilities planning statutorily required to be undertaken by the SCHOOL BOARD, and, therefore, will disserve the public interest, including, but not limited to, the educational interest and well-being of the children and students that it is required by law to serve and educate.

48. Only the COUNTY COMMISSION, and, acting collectively, each of the from time-to-time incumbent MEMBERS thereof in their official capacities, are authorized, indeed, pursuant to §212.055(6)(b), *Fla. Stat.*, directed, to act ministerially to place the 2022 REFERENDUM, on the 2022 General Election Ballot for consideration by the electorate.

49. If assurance of the ability and opportunity to secure a reliable and predictable income stream to support and fund potential bonding requirements is delayed for two (2) years, by deferring the 2022 REFERENDUM to the 2024 General Election Ballot, the SCHOOL BOARD will suffer irreparable injury, by being unable to establish a financially feasible WORK PROGRAM for the CRITICAL PROJECTS in its rolling five (5) year planning horizon.

50. The SCHOOL BOARD has no other adequate remedy, at law or otherwise, to avoid delays and disruptions in its statutorily mandated planning function, other than issuance of the requested *Peremptory Writ of Mandamus* to the COUNTY, the COUNTY BOARD, and the COUNTY BOARD'S current and from time-to-time incumbent MEMBERS in their official capacities.

WHEREFORE, the PLAINTIFFS, the Hernando County School District, and the Hernando County School Board, request this Court to enter judgment directing the Clerk of this Court to issue a *Peremptory Writ of Mandamus* to the DEFENDANTS, Hernando County, Florida, the Hernando County Board of County Commissioners, and the current MEMBERS thereof, John Allocco, Steve

Champion, Wayne Dukes, Jeff Holcomb, and Elizabeth Narverud, in their official capacities, directing them, and each of them, to execute their ministerial duty to place the 2022 REFERENDUM on the November 08, 2022, General Election Ballot.

COUNT II
MANDATORY INJUNCTION TO COUNTY COMMISSION

51. This is an action seeking issuance of a Mandatory Injunction to Hernando County, Florida, the Hernando County Board of County Commissioners, and the current, or from time-to-time incumbent, MEMBERS thereof in their official capacities, requiring them, and each of them, to place the 2022 REFERENDUM on the November 08, 2022, General Election Ballot.

52. Paragraphs 1~28., and 31~35., above, are realleged and incorporated herein by reference, as fully as if set forth in full and complete text.

53. A two (2) year delay in placing the 2022 REFERENDUM upon the General Election Ballot will result in a significant delay and disruption in the facilities planning process of the SCHOOL BOARD, causing the availability of student stations to meet the SCHOOL BOARD'S projections of the necessary number thereof, based upon projections of the COUNTY'S, and, hence, the SCHOOL DISTRICT'S, population growth, to be at least two (2) years out of sync with the need therefor, resulting in overcrowding and other descriptions of the education of students.

54. Such a delay will result in classroom overcrowding, and other irreparable damage, to the SCHOOL BOARD, to the children and students which it serves and educates, and to the public.

55. There is no adequate remedy, at law or otherwise, available to the SCHOOL BOARD for the injury that it will suffer, other than through mandatory injunctive relief.

56. It is solely the policy and planning prerogative of the SCHOOL BOARD to determine when a REFERENDUM for a SCHOOL CAPITAL OUTLAY SURTAX is properly to be submitted to the electorate, the COUNTY COMMISSION, and each of the MEMBERS thereof, having, at most, a persuasive, not a supervisory, opportunity for policy and planning engagement with the SCHOOL BOARD regarding if, and when, to seek a SCHOOL CAPITAL OUTLAY SURTAX.

57. Since, it is the policy and planning prerogative solely of the SCHOOL BOARD to select at which general election the 2022 REFERENDUM is to be presented to the electorate, the COUNTY, the

COUNTY COMMISSION, and each of the current or from time-to-time incumbent MEMBERS thereof, have, at most, a persuasive, not a supervisory, opportunity for policy and planning engagement with the SCHOOL BOARD regarding which election cycle in which to submit a Referendum to the electorate.

58. Neither the COUNTY, nor the COUNTY COMMISSION, nor any of the current, or from time-to-time incumbent, MEMBERS thereof, have any either constitutional or statutory authority to intrude upon the policy and planning prerogatives of the SCHOOL BOARD in determining when to propose a SCHOOL CAPITAL OUTLAY SURTAX, and in which election cycle the 2022 REFERENDUM regarding the proposed SCHOOL CAPITAL OUTLAY SURTAX renewal and extension will be presented to the electorate.

59. The arguments and body language of the individual County Commissioners, at both their April 26, 2022, meeting, at which they deferred a decision to later, and at their May 10, 2022, meeting, at which they refused to place the REFERENDUM on the 2022 BALLOT specified by the SCHOOL BOARD, including the acknowledgment by them that they had their own sales tax surcharge referendum on the November 08, 2022, ballot, gives rise to the reasonable inference that their motivation in pushing the 2022 REFERENDUM adopted by the SCHOOL BOARD to a later election cycle was to avoid having their half-percent (0.5%) referendum compete, for the support of the electorate, with the SCHOOL BOARD's similar 2022 REFERENDUM for renewal of its half-percent (0.5%) 2015 SCHOOL CAPITAL OUTLAY SURTAX. See Paras. 20.-22., above, and the footnotes thereto.

60. At both of those meetings, the argument, rationale, and excuses, made by the current individual MEMBERS of the COUNTY COMMISSION, were wholly immaterial and irrelevant to the permissible parameters of the ministerial authority vested in them with regard to the placement of the SCHOOL BOARD's urgent 2022 REFERENDUM on the 2022 General Election Ballot, as specifically selected by the SCHOOL BOARD. See Paras. 20.-22., above, and the footnotes thereto.

61. The attempt by the COUNTY COMMISSION, and the individual current MEMBERS thereof, to arrogate to themselves the policy and planning prerogatives vested solely in the SCHOOL BOARD, and to substitute their judgment, regarding the timing of the 2022 REFERENDUM for SCHOOL CAPITAL OUTLAY SURTAX, for the judgment of the SCHOOL BOARD, is unsupported by any law, and

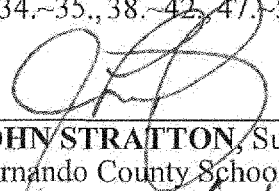
constitutes an illegal, gross, egregious, conflicted interest, self-interested, arbitrary, and capricious abuse of whatever discretion the COUNTY COMMISSION may have in the premises, if any.

62. It is in the best interest of the public, including, most importantly, but not limited to, the children and students which the SCHOOL BOARD serves and educates, for the SCHOOL BOARD to engage in long-term educational facility planning, which it is statutorily required, by §1013.35, *Fla. Stat.*, to do, in a smooth and uninterrupted planning process.

WHEREFORE, the SCHOOL DISTRICT and the SCHOOL BOARD request this Court to issue its *Mandatory Injunction* to Hernando County, Florida, the Hernando County Board of County Commissioners, and the currently incumbent MEMBERS thereof in their official capacities, requiring them, and each of them, to place the SCHOOL BOARD'S 2022 REFERENDUM for a SCHOOL CAPITAL OUTLAY SURTAX on the November 08, 2022, General Election Ballot for consideration by the electorate.

VERIFICATION

I DECLARE, pursuant to §92.525(1)(b), *Fla. Stat.*, and under penalties of perjury, that, on JUNE 6, 2022, I have read the above and foregoing *Emergency Verified Complaint for Peremptory Writ of Mandamus, and Other Appropriate Relief*, and verify that the facts stated therein, including, but not limited to, in Paragraphs 1-3, 6-28, 34-35, 38-42, 47-50, 53-62, are true, to the best of my knowledge and belief.


JOHN STRATTON, Superintendent of the
Hernando County School District
Date Signed: 6-6-22

CERTIFICATE OF FILING

I CERTIFY that, on JUNE 6, 2022, a copy of the above and foregoing *Emergency Verified Complaint for Peremptory Writ of Mandamus, and Other Appropriate Relief*, has been filed with the Court via the E-Portal System.


JOSEPH M. MASON, JR., Esq.
The Florida Bar Number: 108545
McGEE & MASON, P.A.
101 South Main Street (zip: 34601-3336)
Post Office Box 1900
Brooksville, Florida 34605-1900
Telephone: (352) 796-0795
Facsimile: (352) 796-0235
E-mail: CourtDocs@McGeeMasonLaw.com
JoeMason@McGeeMasonLaw.com
Attorney for the PLAINTIFFS

JMM/csl/jmm/csl\SCH052422.C-COMPLAINT-rev2.wpd