

**North East Florida Educational Consortium
2023-2024 Membership**

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Hernando County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

Hernando County District Schools is participating in the following programs for 2023-2024:

Program:	Fee:
Main Contract #731-24-030	\$11,682.63
Instructional Services Program (ISP) - #24-030-A1	\$27,000.00
Risk Management - #24-030-A10	\$4,503,586.16

Approved as to Form

Nancy McClain Alfonso

APPROVED AND RECOMMENDED FOR SIGNING

General Counsel, HCSB

District School Board of Hernando County

District School Board of Putnam County

by John Stratton, Superintendent

Dated: _____

by Gus Guadagnino, Chairperson

Dated: _____

Richard M. Surrency

by Richard M. Surrency, Sr. Ed.D., Superintendent

Dated: 5-23-23

Sandra Gilyard

by Sandra Gilyard, Chairperson

Dated: 5-23-23

Approved as to Form

North East Florida Educational Consortium

Nancy McClain Alfonso

General Counsel, HCSB

Patrick J. Wnek

by Dr. Patrick J. Wnek, Executive Director

Dated: 5-23-23

CONTRACTUAL AGREEMENT

731-24-030

The District School Board of Hernando County

AND

The District School Board of Putnam County on behalf of the

North East Florida Educational Consortium

THIS CONTRACT between the District School Board of Hernando County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as **NEFEC**, is for the purpose of providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, 2023. All work shall be completed by June 30, 2024, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, 2024, unless otherwise indicated in specific attachments.
4. NEFEC shall be in compliance with the following:
 - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
 - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
 - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless NEFEC has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall

be subject to NEFEC's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.
6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:
 - (a) mutual consent of both parties, or
 - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.
7. Should NEFEC be unable to deliver as required in this contract, NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of NEFEC and which by the exercise of due diligence NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.
10. NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.
11. The Board agrees as follows:
 - (a) To cooperate in all matters requiring concurrences or approval.
 - (b) To designate in writing to NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
 - (c) To pay to NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statute. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.
12. NEFEC agrees to provide the products(s) and/or services(s) as per each attachment to this contract.
13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.
14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.
15. In cases whereby NEFEC receives federal grant dollars and disburses those funds to districts

through cash advances and cost reimbursements, the following rules and regulations apply: Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, NEFEC agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to NEFEC.

16. This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

- (2) An authorized representative of the agency head and NEFEC, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the date the invoice is received or the goods or services are received, inspected and approved, whichever is later, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not

start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:

NEFEC shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that NEFEC would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which NEFEC would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. To the extent permitted by law, NEFEC warrants that any works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in

Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of NEFEC.

19. LEGAL RELATIONSHIPS

NEFEC is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The Board has elected to contract with NEFEC as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of NEFEC for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

ATTACHMENT #24-030-A1 TO CONTRACT # 731-24-030 BETWEEN THE HERNANDO COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2023, TO JUNE 30, 2024:

I. OBLIGATIONS OF NEFEC:

The NEFEC Instructional Services Program agrees to provide the Hernando County District School Board with the following services:

- A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district level instructional staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To coordinate role-alike networking meetings as needed which may include title directors, district data representatives, and mental health contacts.
- C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health mandates, required instruction reporting, and B.E.S.T. Standards.
- D. To provide facilitation and coordination of the development of plans required by Florida Statute and/or the Florida Department of Education. This includes the professional learning catalogue, endorsement plans, and leadership development plans.
- E. To facilitate college and career networking, including coordination of two regional counselor forums and support for the Comprehensive Local Needs Assessment.
- F. Regional technical assistance in textbook adoption and the purchase of digital content.
- G. Participation in NEFEC's Regional Principal Leadership Academy, Aspiring Leaders Program, and other leadership offerings at the member district rate.

II. OBLIGATIONS OF THE BOARD:

The Hernando County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- B. To designate staff members of the Hernando County District School Board to serve on advisory councils and the NEFEC Organization of Educational Leaders (NOELs).
- C. To designate _____ to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- D. To pay to NEFEC \$27,000 for the above services. Payments will be due on a semester basis. One-half of the total amounts will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2024.

ATTACHMENT #24-030-A10 TO CONTRACT 731-24-030 BETWEEN THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE RISK MANAGEMENT SERVICES.

This contract period shall be from July 1, 2023, to June 30, 2024, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC agrees to provide Risk Management Services as follows:

- A. To employ a Risk Management Services team to administer the Risk Management Program in accordance with the policies and procedures adopted by the NEFEC Board of Directors.
- B. To provide general administration of Risk Management activities, consultative services, staff assistance, inspections, and investigations as appropriate, reporting, and data analysis.
- C. To provide protection against losses incurred by the Board as per the Consortium program of insurance.
- D. To provide claims services by contract through an Administrative Services Organization to include the investigation and resolution of claims, both casualty, and property, loss prevention services, collecting and analyzing experience data, and distributing periodic reports of claims activities. The Administrative Service Organization shall be fully authorized in the State of Florida to serve self-insurers for workers' compensation under the provisions of Rule 5.06, Florida Administrative Code.
- E. To provide an evaluation of results achieved through an annual analysis report to the Board. This report will be prepared by the Director, Risk Management Services.
- F. To work cooperatively with a Risk Management Advisory Committee composed of one representative, appointed by the superintendent, from each participating district.
- G. To advise the Risk Management Advisory Committee members of the risks that are in the province of the Risk Management Program.
- H. To provide the administration, staff, and personnel of participating school districts with a convenient reference on questions regarding loss prevention, loss control, claims, insurance, and all other risk-related topics.

- I. To provide each participating district with a Risk Management Program Manual, a Claims Processing Manual, and a Loss Control/Safety Manual.
- J. To assist participating school districts with the annual establishment of property values, payroll, personnel accounts, physical facilities, exposures, and other pertinent data required to be adequately protected under the Risk Management Program.

II. OBLIGATIONS OF THE BOARD:

The Board agrees to the following:

- A. To be a member of and participate in the North East Florida Educational Consortium Risk Management Program.
- B. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
- C. To designate a specific staff member of the Baker County District School Board and a designated replacement to act on behalf of the Board in all matters relating to this contract attachment and to approve all reports and payments.
- D. To pay a prorated share of the Risk Management Program cost in accordance with the assessment schedule for 2023-24, which is attached to, and becomes a part of the contract attachment when approved.
- E. To pay to NEFEC contingent upon the amount indicated in each attachment for the product(s) and/or service(s) reflected therein. All invoices are due thirty (30) days from the date of the invoice. After thirty-one (31) days a penalty will commence and be computed at the current SBA daily interest rate plus 2%. Interest will be assessed for ninety (90) days, at which time services will be discontinued unless brought to the NEFEC Board's attention for further action.
- F. Membership in the Risk Management Program shall be on an annual option renewal. In the event of withdrawal from the Risk Management Program, the Board shall provide a sixty (60) day written notice of intent to withdraw and shall subsequently withdraw on the anniversary date of the program. If written notice to withdraw is not provided to the Risk Management Program sixty (60) days prior to the anniversary date, then Board shall renew their participation in the Risk Management Program on the anniversary date. Any district withdrawing from the Risk Management Program shall forfeit all rights to interest earnings and all other assets.
 - (1) If a district withdraws from the Risk Management Program, the length of time required for consideration for readmission would be a minimum of two (2) full program years. If a district should leave the program prior to the end of a program year, they will remain out of the Program for two (2) full program years plus the balance of the current program year.

(2) If a district withdraws from the Risk Management Program, there shall not be a refund from the earned interest or the loss fund from the effective date of the withdrawal from the Risk Management Program. Any district that withdraws from the Risk Management Program shall continue to be responsible for any assessments for unfunded claim fund losses that may occur and shall be assessed their appropriate percentage of the unfunded claim fund losses.

- G. To agree that all decisions, policies, and procedures adopted by the NEFEC Board of Directors shall be binding. All insurance coverage or policy limits, on any line of coverage, adopted by the NEFEC Board of Directors shall be binding. The district bears sole responsibility for its portion of any insurance claim deductibles.
- H. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement. This contractual attachment has been modified from the master contractual language for the purpose of the Risk Management Program.
- I. The implementation date for coverage under the Risk Management Program was July 1, 1982, with anniversary dates of July 1 of each year thereafter.

**Assessment Schedule NEFEC Risk Management Program
2023-2024**

District	Total Amount Due	35% 07/15/23	20% 08/15/23	20% 09/15/23	15% 10/15/23	10% 05/01/24
Baker	\$1,052,211.43	\$368,274.00	\$210,442.29	\$210,442.29	\$157,831.72	\$105,221.14
Bradford	\$684,207.59	\$239,472.65	\$136,841.52	\$136,841.52	\$102,631.14	\$68,420.76
Columbia	\$2,056,414.00	\$719,744.90	\$411,282.80	\$411,282.80	\$308,462.10	\$205,641.40
Dixie	\$554,555.02	\$194,094.26	\$110,911.00	\$110,911.00	\$83,183.25	\$55,455.50
Flagler	\$2,613,755.56	\$914,814.45	\$522,751.11	\$522,751.11	\$392,063.33	\$261,375.56
FLVS	\$241,684.54	\$84,589.59	\$48,336.91	\$48,336.91	\$36,252.68	\$24,168.45
Gilchrist	\$766,144.45	\$268,150.56	\$153,228.89	\$153,228.89	\$114,921.67	\$76,614.44
Hamilton	\$488,597.26	\$171,009.04	\$97,719.45	\$97,719.45	\$73,289.59	\$48,859.73
Hernando	\$4,503,586.16	\$1,576,255.15	\$900,717.23	\$900,717.23	\$675,537.92	\$450,358.62
Levy	\$1,206,631.40	\$422,320.99	\$241,326.28	\$241,326.28	\$180,994.71	\$120,663.14
Nassau	\$2,575,112.70	\$901,289.45	\$515,022.54	\$515,022.54	\$386,266.91	\$257,511.27
Putnam	\$2,570,540.90	\$899,689.32	\$514,108.18	\$514,108.18	\$385,581.14	\$257,054.09
Union	\$573,345.64	\$200,670.98	\$114,669.13	\$114,669.13	\$86,001.85	\$57,334.56
TOTALS	\$19,886,786.66	\$6,960,375.33	\$3,977,357.33	\$3,977,357.33	\$2,983,018.00	\$1,988,678.67